City of Biddeford
City Council
June 1, 2025 at 6:00 PM

FY26 Budget Book

FY2026 General Fund Expense Base Sheet

21101 Mayor -Council Workbook

21102 City Manager Workbook

21103 City Clerk Workbook

21104 Elections Workbook

21105 Assessing Workbook

21106 Finance & Tax Workbook

21107 Computer Service Workbook

21108 Personnel Workbook

21109 Planning & Economic

21110 Code Enforcement Workbook

21111 General Administration Workbook

21121 City Hall Building Workbook

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21123 Community Center Workbook

211124 Recreation Workbook

21125 Health and Welfare Workbook

21128 Municipal Services Workbook

21128 Municipal/Social Services Applications

Heart of Biddeford

LaKermesse Franco Americaine Festival

Biddeford Mills Museum

Biddeford Cultural and Heritage Center

Age Friendly Biddeford

Biddeford Historical Society

Biddeford Community Gardens

Bon Appetit Community Meal Program

In A Pinch

City Theater

McArthur Library

Saco Pathfinders

Southern Maine Veterans Memorial Cemetery

Subcircle

Seacoast Shipyard

Seeds of Hope

Esther Residence

My Place Teen Center

Caring Unlimited

Day One

Apex Youth Connection

Maine Public

Lake Stewards of Maine

York County Community Action Corporation

Biddeford Public School Education Foundation

Life Flight

Youthful Maine

United Way of Southern Maine

21131 Communications Workbook

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21142 Biddeford Pool Fire Workbook

21144 Emergency Management Workbook

21145 Hydrant Rental Workbook

21146 Police Department Workbook

21147 Police Investigative Workbook

21148 Police Communications Workbook

21149 Animal Control Workbook

21150 Street & Traffic Lights Workbook

21161 PW Admin Fleet Maint Workbook

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21164 Solid Waste Mgmt. Workbook

21165 Parks Maint. Workbook

21166 Cemetery Maint. Workbook

21167 Engineering Workbook

21168 GIS Division

21179 Fringe Benefit Workbook

21181 County Tax Workbook

21185 Debt Service-Principal

21186 Debt Service-Interest

21199 Transfers Out Workbook

21201 CIP General Government Workbook

Revenue Workbooks

- FY2026 General Fund Revenue Base Sheet
- City Clerk Revenue Workbook
- Codes Revenue Workbook
- Finance Revenue Workbook
- Fire Department Revenue Workbook
- Health and Welfare Workbook
- Planning Revenue Workbook
- Police Department Revenue Workbook
- Public Works Revenue Workbook
- Tax Collector Revenue Workbook
- Recreation Revenue Workbook

Special Revenue Funds

- FY2026 Special Revenue Fund Summary
- Special Revenue Funds Revenue Workbook
- 31102 Mooring Fees Fund Workbook
- 31106 Pool Beach Permits Fund Workbook
- 31132 Airport Workbook
- 31142 Shellfish Fund
- 31179 Rte 111 Mill Redev TIF Workbook
- 31180 Rte 11 Mill Redev MERC Purchase Workbook
- 31193 Economic Revitalization Program Workbook
- 31201 Recreation General Programs Workbook
- 31202 Recreation Teen Center Worbook
- 31204 Recreation Safari Camp Workbook

- 31206 Recreation Outdoor Summer Workbook
- 31209 Recreation Youth Enrichment Workbook
- 31211 Rec Youth Sports Workbook
- 31214 Rec Adult Sports Workbook
- 31220 Recreation Ross Center Workbook
- 31225 Rec Outdoor Adventure Workbook
- 31228 Recreation Field Usage Workbook
- 31230 Rec Community Center Rents Workbook
- 31240 Airport Reimbursable Workbook
- 32491 Ambulance Fund Workbook
- 35102 Sewer Operations Workbook
- 35103 Industrial Pretreatment Workbook
- 35104 PW Wastewater Maint Workbook
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Special Revenue Funds Workbooks

- Pool Beach Fund Revenue Workbook
- Recreation Revenue Workbook
- Shellfish Fund Revenue Workbook
- Wastewater Revenue Workbook
- Mooring Fund Revenue Workbook
- Airport Revenue Workbook

Airport Lease Agreements

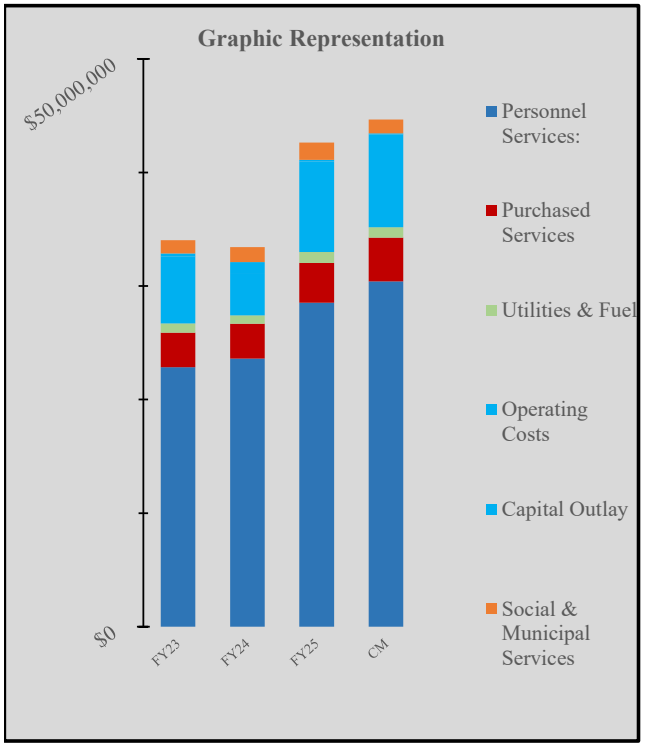
- Airport Lease Agreements

City of Biddeford, Maine
FY2026

Budget: General Fund

Account Number: 001 001

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD 12/31/23	FY2026 Dept Head	FY2026 Manager's Rec
Personnel Services:	$22,852,583	$25,239,761	$23,612,284	$28,532,400	$9,786,187	$30,702,794	$30,400,787
Purchased Services	$3,042,483	$3,233,074	$3,057,237	$3,489,738	$2,131,273	$4,075,080	$3,851,003
Utilities & Fuel	$814,428	$1,057,933	$755,958	$960,756	$135,052	$975,999	$922,516
Operating Costs	$5,915,017	$7,777,502	$3,706,357	$7,971,008	$1,170,561	$8,757,640	$8,171,653
Capital Outlay	$255,210	$70,000	$979,176	$154,000	$790,825	$100,000	$100,000
Social & Municipal Services	$1,146,741	$1,440,000	$1,326,690	$1,525,000	$676,912	$1,209,340	$1,209,340
TOTALS:	**$34,026,463**	**$38,818,270**	**$33,437,700**	**$42,632,901**	**$14,690,811**	**$45,820,853**	**$44,655,299**



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$1,573,850**
Workers Comp	**$741,118**
Health Insurance	**$4,434,444**
Retirement	**$1,821,491**
Unemployment	**$7,500**
Other Insurance	**$198,314**
# of Full Time Employees	**252.50**
Total Fringe Benefit Impact	**$8,776,717**

	FY25 Budget	FY2026 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$28,532,400	$30,400,787	$1,868,387	6.5%
Purchased Services	$3,489,738	$3,851,003	$361,265	10.4%
Utilities & Fuel	$960,756	$922,516	-$38,240	-4.0%
Operating Costs	$7,971,008	$8,171,653	$200,646	2.5%
Capital Outlay	$154,000	$100,000	-$54,000	-35.1%
Social & Municipal Serivices	$1,525,000	$1,209,340	-$315,660	-20.7%
TOTALS:	**$42,632,901**	**$44,655,299**	**$2,022,398**	4.7%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD 12/31/23	FY2026 Dept Head	FY2026 Mgr's Rec
60101	Dept Manager Salary Exp	$1,357,893	$1,397,549	$1,865,480	$1,543,945	$698,128	$1,589,850	$1,589,850
60102	Mid Mgmt Hrly Employee Wage	$1,500,754	$1,684,993	$1,261,145	$1,602,244	$477,229	$1,692,409	$1,639,909
60105	F-T Employee Wage Exp	$10,523,513	$12,455,032	$10,888,233	$13,919,989	$4,710,816	$14,798,669	$14,713,799
60106	P-T Employee Wage Exp	$278,510	$212,931	$344,571	$299,962	$124,224	$262,707	$191,539
60107	Temp/Seasonal Emp Wage Exp	$255,627	$227,526	$321,161	$261,571	$181,939	$245,486	$245,486
60111	Overtime Wage Expense	$1,385,655	$956,832	$1,710,152	$1,273,187	$620,733	$1,376,488	$1,335,788
60112	Extra Holiday Pay Exp	$262,422	$287,707	$235,402	$208,106	$82,522	$285,934	$285,934
60121	Annual Stipend Pay Expense	$10,900	$10,800	$22,425	$16,800	$5,100	$16,800	$16,800
60123	Car Allowance Expense	$7,370	$8,040	$7,431	$8,224	$4,112	$8,592	$8,592
60127	Health Club Dues	$840	$960	$500	$960	$120	$960	$960
60129	Insurance Buyout Pay	$60,085	$45,214	$74,274	$49,841	$41,818	$37,810	$37,810
60201	FICA/Medicare-ER Share Exp	$1,109,101	$1,331,881	$1,204,196	$1,509,706	$507,347	$1,569,129	$1,569,129
60202	MPERS-Employer Share Exp	$1,510,462	$1,649,180	$1,531,642	$1,771,371	$647,647	$1,632,851	$1,632,851
60203	457 Plan-Employer Share Exp	$210,115	$159,659	$39,949	$172,367	$44,339	$182,329	$182,329
60210	HPHC Ins Employer Share Exp	$1,209,116	$1,432,592	$1,253,133	$1,663,509	$510,612	$1,915,313	$1,915,313
60211	NNEBT Ins Employer Share Exp	$1,717,706	$1,660,924	$1,613,855	$2,452,233	$693,576	$2,522,963	$2,522,963
60212	S-T Disability ER Share Exp	$6,017	$15,768	$6,625	$6,056	$2,583	$6,934	$6,934
60213	L-T Disability ER Share Exp	$5,101	$6,555	$5,048	$5,150	$1,954	$5,620	$5,620
60214	Retiree Health Premiums Expens	$196,544	$257,075	$202,025	$203,760	$89,932	$205,733	$205,733
60217	RHSA Plan ER Share	$125,677	$138,099	$131,046	$176,010	$51,965	$185,760	$185,760
60218	College Reimbursement	$18,625	$32,196	$16,894	$21,300	$5,019	$24,600	$24,600
60230	Clothing/Uniforms Expense	$182,752	$190,900	$174,730	$262,770	$88,055	$290,195	$259,920
60251	Conferences/Training Expense	$122,752	$169,451	$62,307	$218,941	$43,420	$228,575	$209,375
60252	Travel/Mileage Expense	$26,554	$26,070	$21,430	$26,443	$6,058	$26,348	$25,495
60253	Food/Lodging Expense	$17,841	$15,475	$8,710	$16,400	$7,812	$22,375	$21,725
60256	Dues/Memberships Expense	$53,627	$56,958	$65,604	$66,805	$7,125	$380,121	$378,946
60257	Professional License Fees Exp	$15,665	$9,510	$5,721	$9,875	$4,595	$8,720	$8,720
60258	Hiring Costs/EE Testing Exp	$9,894	$11,375	$9,084	$11,375	$4,888	$11,375	$11,375
60259	Unemployment Comp Exp	$0	$15,000	$0	$7,500	$0	$7,500	$7,500
60370	Workers Comp Insurance Exp	$645,777	$747,959	$507,807	$680,450	$122,782	$982,237	$982,237
60254	E2E Leadership Training	$9,164	$10,250	$12,313	$15,550	$0	$15,550	$15,550
60255	Other Training	$15,814	$10,800	$6,130	$20,000	($1,616)	$19,260	$18,644

60219	Incident Initiative	$709	$4,500	$3,259	$30,000	$1,350	$143,600	$143,600
60301	Legal Services Expense	$104,366	$83,300	$105,173	$82,000	$34,643	$100,000	$100,000
60302	Audit Services Expense	$69,584	$49,440	$28,800	$50,880	$0	$81,900	$81,900
60304	Registry of Deeds Fee Expense	$6,432	$7,600	$5,002	$9,970	$5,959	$7,800	$7,800
60305	Computer Support/Service Exp	$13,985	$15,000	$20,321	$15,000	$6,076	$25,000	$15,000
60306	Other Prof/Consult Srvs Exp	$394,600	$146,660	$177,939	$209,310	$232,176	$236,900	$206,295
60308	Actuarial Expense	$4,600	$8,000	$3,100	$8,000	$0	$8,000	$8,000
60310	Service Contracts Expense	$234,053	$264,878	$330,465	$305,001	$151,922	$420,578	$351,108
60311	Operations Contracts Expense	$530,843	$540,912	$398,293	$535,656	$210,454	$550,204	$550,204
60312	Temporary Contract Help Exp	$11,750	$26,750	$0	$26,712	$6,250	$27,722	$24,000
60313	Construction Services Expense	$34,138	$64,274	$87,804	$64,274	$11,363	$65,774	$62,500
60315	User License Expense	$313,150	$515,836	$396,053	$565,478	$334,987	$787,145	$737,520
60317	Translation Expense	$668	$2,000	$3,524	$3,750	$2,616	$7,000	$5,800
60319	Employee Assistance Program Ex	$9,440	$16,400	$14,155	$16,800	$5,893	$16,400	$16,400
60320	Advertising	$61,468	$78,000	$30,000	$63,500	$9,743	$89,577	$50,050
60325	Postage/Shipping Expense	$28,921	$42,380	$23,078	$38,600	$5,946	$42,244	$27,690
60331	Land/Building Lease Expense	$0	$0	$0	$0	$0	$0	$0
60335	Hydrant Rental Expense	$526,587	$640,000	$640,777	$711,075	$350,072	$733,686	$733,686
60340	Waste Tipping Fee Expense	$333,739	$375,801	$421,097	$378,801	$105,693	$388,988	$388,988
60341	Non-Burnable Disposal Exp	$32,313	$21,000	$29,940	$31,000	$29,388	$37,000	$37,000
60345	Rodent Control Expense	$591	$1,200	$111	$1,200	$0	$1,200	$1,100
60346	Removal of Trees & Stumps	$18,663	$18,000	$23,200	$18,000	$3,600	$22,000	$20,000
60365	Recreation Programs Expense	$11,300	$10,025	$6,217	$10,025	$5,247	$10,440	$10,440
60371	General Insurance Expense	$42,426	$30,555	$43,774	$47,094	$143,304	$47,700	$47,700
60372	Vehicle Insurance Expense	$113,818	$93,791	$103,275	$113,603	$158,240	$184,187	$184,187
60373	Building/Boiler Insurance Exp	$44,708	$93,405	$91,348	$98,656	$11,365	$96,145	$96,145
60377	Surety Bonds Expense	$2,044	$2,000	$175	$1,645	$175	$1,645	$1,645
60379	Public Official Liab Insur Exp	$34,442	$38,575	$15,596	$39,008	$22,124	$32,459	$32,459
60380	Police Prof Liab Insur Exp	$34,189	$38,292	$38,798	$35,700	$282,334	$35,000	$35,000
60383	Insurance Deductibles	$29,406	$9,000	$18,909	$9,000	$1,704	$8,000	$8,000
Totals		$3,042,483	$3,233,074	$3,057,237	$3,489,738	$2,131,273	$4,075,080	$3,851,003

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD 12/31/23	FY2026 Dept Head	FY2026 Mgr's Rec
60400	Electricity Expense	$226,892	$371,500	$246,157	$271,133	$65,502	$284,694	$264,037
60401	Water Expense	$26,452	$23,347	$25,481	$27,907	$12,450	$30,734	$28,934
60402	Phone/Celular/Paging Exp	$87,913	$113,056	$74,781	$115,591	$32,532	$119,942	$109,874
60404	Sewer User Fee Expense	$22,873	$20,620	$10,714	$18,128	$243	$17,390	$16,990
60405	Heating Fuel Expense	$141,037	$183,154	$129,943	$169,119	$21,004	$157,898	$156,098
60406	Fiber/Internet Expense	$11,534	$32,200	$4,157	$27,700	$2,084	$32,520	$32,520
60410	Diesel Fuel Expense	$130,131	$208,196	$156,578	$200,737	$15	$190,606	$187,223
60411	Gasoline Expense	$166,090	$104,210	$106,416	$128,791	$366	$140,566	$125,241
60412	Bottled Gas Expense	$1,507	$1,650	$1,730	$1,650	$856	$1,650	$1,600
Totals		$814,428	$1,057,933	$755,958	$960,756	$135,052	$975,999	$922,516

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD 12/31/23	FY2026 Dept Head	FY2026 Mgr's Rec
60450	Building Repair/Maint Exp	$176,197	$162,335	$138,011	$130,383	$71,071	$218,152	$149,092
60452	Operating Equip Repair Exp	$316,864	$191,040	$319,323	$214,005	$77,379	$704,015	$244,490
60453	Vehicle Repair/Tires/Oil Exp	$493,169	$466,535	$550,769	$477,960	$8,196	$503,595	$490,880
60454	Grounds Maint/Improve Exp	$42,793	$48,810	$59,408	$48,660	$20,870	$52,460	$52,460
60457	Road Maint/Improve Non-Cap	$64,034	$63,850	$62,888	$66,792	$38,098	$69,881	$65,000
60461	Repair/Maint-CommunsEquip	$5,953	$7,000	$12,721	$25,400	$2,132	$30,831	$27,831
60462	Road Painting Expense	$89,237	$87,000	$110,755	$105,223	$100,728	$111,888	$111,888
60465	Fire Boat Repair/Maint	$5,066	$4,000	$2,923	$4,000	$161	$4,000	$3,500
60500	Admin/Office Supp/Eqt Non-Cap	$56,682	$54,533	$52,648	$58,503	$20,666	$62,567	$57,192
60501	Operating Supp/Eqt Non-Cap	$221,702	$344,194	$391,183	$192,210	$90,485	$218,621	$208,502
60502	Printing & Copying Expense	$33,027	$59,020	$39,187	$51,002	$14,672	$57,545	$49,150
60503	Road Salt Expense	$210,185	$289,500	$189,887	$275,000	$11,464	$275,000	$275,000
60505	Construction Supplies	$25,353	$27,000	$26,541	$27,750	$8,191	$29,750	$29,550
60506	Equipment/Small Tools-Non-cap	$45,957	$44,750	$44,061	$45,200	$19,791	$46,200	$44,350
60507	Street Signs Expense	$20,273	$17,500	$20,480	$21,000	$9,232	$22,500	$21,000
60508	Ambulance Supplies Non-Capital	$60,495	$63,000	$53,378	$69,316	$18,724	$68,790	$68,790

60509	Cleaning Supplies Expense	$25,881	$25,971	$24,705	$27,250	$9,379	$27,753	$27,353
60730	G.A. Electricity Expense	$9,289	$4,650	$5,160	$10,000	$2,749	$6,000	$6,000
60731	G.A. Client Rent Expense	$306,969	$220,000	$321,697	$330,000	$153,918	$320,000	$320,000
60732	G.A. Food/Grocery Expense	$59,738	$20,000	$61,269	$60,000	$8,366	$60,000	$60,000
60734	G.A. Burials Expense	$9,005	$5,000	$9,600	$8,500	$8,600	$20,000	$13,000
60739	G.A. Heating Fuel Expense	$0	$1,000	$0	$1,000	$541	$1,000	$925
60743	G.A. Medical Expense	$4,021	$1,000	$1,638	$4,500	$1,813	$4,500	$3,108
60750	Bond Principal Expense	$1,206,896	$2,158,767	$154,806	$2,134,186	$0	$2,184,750	$2,184,750
60751	Bond Interest Expense	$928,283	$1,011,066	$48,911	$914,609	$0	$871,849	$871,849
60754	Lease Principal Expense	$812,780	$1,016,070	$811,084	$1,212,190	$0	$1,197,232	$1,197,232
60755	Lease Interest Expense	$128,761	$129,392	$23,860	$159,752	$0	$159,345	$159,345
60795	Personnel Reserve	$347,477	$202,249	$132,143	$322,146	$59,725	$424,796	$424,796
60797	Miscellaneous Expense	$75,754	$127,135	$37,068	$124,335	$412,472	$154,485	$154,485
60798	Contingency	$125,000	$500,000	$0	$500,000	$0	$500,000	$500,000
60799	Transfer Out to Other Funds	$3,235	$425,136	$0	$350,136	$0	$350,136	$350,136
Totals		$5,915,017	$7,777,502	$3,706,357	$7,971,008	$1,170,561	$8,757,640	$8,171,653

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD 12/31/23	FY2026 Dept Head	FY2026 Mgr's Rec
60603	Vehicles Purchase Capital	$255,210	$70,000	$974,538	$154,000	$777,904	$100,000	$100,000
CIP	CIP Holding Account	$0	$0	$0	$0	$0	$0	$0
Totals		$255,210	$70,000	$979,176	$154,000	$790,825	$100,000	$100,000

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD 12/31/23	FY2026 Dept Head	FY2026 Mgr's Rec
60800	All Social Services Budget Exp	$0	$150,000	$9,000	$244,565	$247,066	$0	$0
61199	Total Muni Svcs Allocation	$1,056,741	$1,290,000	$1,115,956	$1,280,435	$429,846	$1,209,340	$1,209,340
ADJST		$0	$0	$0	$0	$0	$0	$0
Totals		$1,146,741	$1,440,000	$1,326,690	$1,525,000	$676,912	$1,209,340	$1,209,340

City of Biddeford, Maine

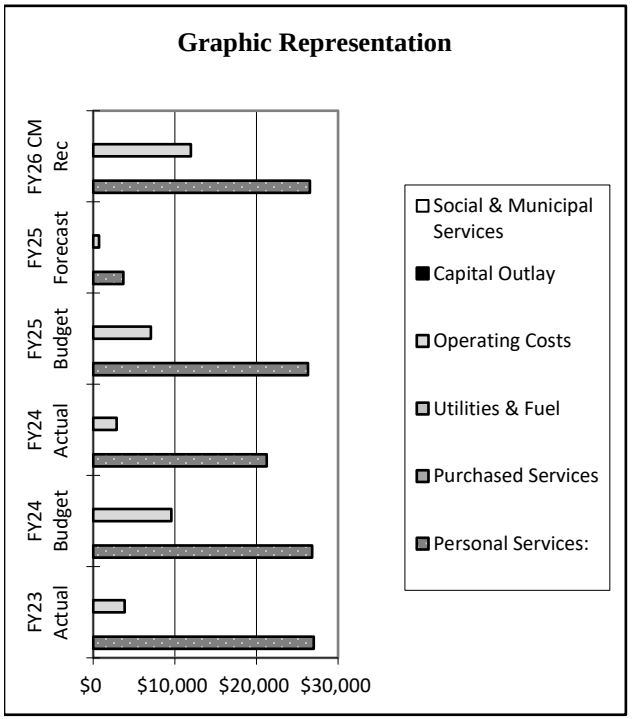
Fiscal Year 2026

Budget: Mayor/Council

Account Number: 21101

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$27,006	$26,825	$21,270	$26,300	$3,695	$12,461	$26,545	$26,545
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$3,864	$9,566	$2,890	$7,060	$700	$546	$11,964	$11,964
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$30,870**	**$36,391**	**$24,160**	**$33,360**	**$4,395**	**$13,007**	**$38,509**	**$38,509**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$3,182**
Workers Comp	**$150**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$18**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$3,350**
# of Full Time Employees	**0.05**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$26,300	$26,545	$245	0.9%
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$7,060	$11,964	$4,904	69.5%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$33,360**	**$38,509**	**$5,149**	15.4%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$10,500	$10,000	$9,999	$10,000	$0	$4,166	$10,000	$10,000
60106	P-T Employee Wage Exp	$0	$0	$0	$0	$0	$0	$0	$0
60121	Annual Stipend Pay Expense	$10,400	$10,800	$10,425	$10,800	$0	$4,600	$10,800	$10,800
60251	Conferences/Training Expense	$2,506	$1,925	$846	$1,900	$0	$0	$2,045	$2,045
60256	Dues/Memberships Expense	$3,600	$4,100	$0	$3,600	$3,695	$3,695	$3,700	$3,700
Totals		**$27,006**	**$26,825**	**$21,270**	**$26,300**	**$3,695**	**$12,461**	**$26,545**	**$26,545**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60500	Admin/Office Supp/Eqt Non-C	$107	$806	$140	$800	$700	$49	$704	$704
60797	Miscellaneous Expense	$3,757	$8,760	$2,750	$6,260	$0	$497	$11,260	$11,260
Totals		**$3,864**	**$9,566**	**$2,890**	**$7,060**	**$700**	**$546**	**$11,964**	**$11,964**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21101 Mayor/Council

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
MAYOR	1	0.05	$20,000	$20,000	$10,000	GROHMAN	MARTIN	60101
COUNCIL MEMBERS	3	-	$21,600	$21,600	$10,800	COUNCIL (9)		60121
Total Budgeted Positions		**0.05**	**$41,600**	**$41,600**	**$20,800**			

Notes:
Auditor discontinued in FY22

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Mayor/Council

Account Title: Dept Manager Salary Exp

Department Number: 21101 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$10,500	$10,000	$9,999	$10,000	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,000	$10,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Mayor - annual stipend per charter $10,000 /year

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Mayor/Council

Account Title: P-T Employee Wage Exp

Department Number: 21101 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

No longer funding the old part time auditor's position

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Mayor/Council

Account Title: Annual Stipend Pay Expense

Department Number: 21101 Account Number: 60121

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$10,400	$10,800	$10,425	$10,800	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,800	$10,800		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Annual stipends for City Council per charter

No. Councilors		Per Month	Months		Annual
9	$	100.00	$12	$	10,800.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Mayor/Council

Account Title: Conferences/Training Expense

Department Number: 21101 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,506	$1,925	$846	$1,900	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,045	$2,045		$145

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

General contingency available to Mayor and Council for attendance at conferences, training, etc.

Description:	**Units:**	**Unit Price:**	**Subtotal:**
Council Training/Conf: Gov't Services	9	$125.00	$1,125.00
Mayor Conferences/Training	1	$920.00	$920.00
			$2,045.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Mayor/Council

Account Title: Dues/Memberships Expense

Department Number: 21101 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,600	$4,100	$0	$3,600	$3,695

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,700	$3,700		$100

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Mayor's Coalition portion of shared municipal expenses (estimate)

Base estimate	$3,700.00
	$3,700.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Mayor/Council

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21101 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$107	$806	$140	$800	$700

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$704	$704		-$96

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Description:	***Units:***	***Unit Price:***	***Subtotal:***
Budget Books	2	$ 45.00	$ 90.00
32-60 Tab binder Dividers	2	$ 7.00	$ 14.00
General office supplies for Mayor/Elected Officials	12	$ 50.00	$ 600.00
			$ -
			$ 704.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Mayor/Council

Account Title: Miscellaneous Expense

Department Number: 21101 Account Number: 60797

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,757	$8,760	$2,750	$6,260	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$11,260	$11,260		$5,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Description:	***Units:***	***Unit Price:***	***Subtotal:***
Flowers, misc other expenses	4	$262.50	$1,050.00
Mayoral/Council public functions	5	$50.00	$250.00
Meals and Refreshments (council mtgs)	26	$160.00	$4,160.00
Printing (stationary, cards, placques, etc)	5	$160.00	$800.00
Inauguration	1	$5,000.00	$5,000.00
			$11,260.00

City of Biddeford, Maine

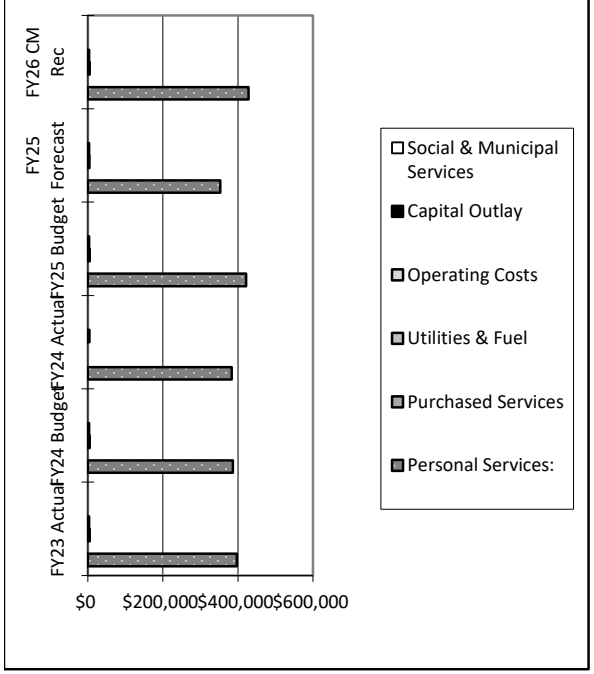
Fiscal Year 2026

Budget: City Manager

Account Number: 21102

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$397,390	$387,005	$383,485	$422,231	$352,876	$150,576	$428,681	$428,681
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$4,650	$4,800	$0	$4,800	$4,100	$2,100	$4,800	$4,800
Operating Costs	$3,177	$3,598	$4,421	$3,728	$3,452	$1,153	$3,618	$3,618
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$405,217**	**$395,403**	**$387,906**	**$430,759**	**$360,428**	**$153,829**	**$437,099**	**$437,099**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$33,711**
Workers Comp	**$1,165**
Health Insurance	**$44,450**
Retirement	**$37,633**
Unemployment	**$0**
Other Insurance	**$3,412**
Total Fringe Benefit Impact	**$120,372**
# of Full Time Employees	**3.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$422,231	$428,681	$6,449	1.5%
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$4,800	$4,800	$0	0.0%
Operating Costs	$3,728	$3,618	-$110	-3.0%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$430,759**	**$437,099**	**$6,339**	1.5%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$144,527	$148,770	$164,734	$170,654	$119,573	$63,865	$175,673	$175,673
60102	Mid Mgmt Hrly Employee Wa	$127,500	$136,373	$133,232	$143,260	$143,260	$51,227	$145,554	$145,554
60105	F-T Employee Wage Exp	$103,214	$67,760	$69,171	$77,932	$79,400	$27,413	$80,304	$80,304
60123	Car Allowance Expense	$7,370	$8,040	$7,431	$8,224	$6,853	$4,112	$8,592	$8,592
60251	Conferences/Training Expense	$3,494	$18,870	$1,945	$15,956	$0	$1,073	$12,516	$12,516
60252	Travel/Mileage Expense	$5,676	$589	$2,575	$600	$435	$992	$435	$435
60253	Food/Lodging Expense	$1,363	$875	$0	$875	$755	$755	$875	$875
60256	Dues/Memberships Expense	$4,247	$5,728	$4,398	$4,731	$2,600	$1,138	$4,730	$4,730
Totals		**$397,390**	**$387,005**	**$383,485**	**$422,231**	**$352,876**	**$150,576**	**$428,681**	**$428,681**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60306	Other Prof/Consult Srvs Exp	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60402	Phone/Celular/Paging Exp	$4,650	$4,800	$0	$4,800	$4,100	$2,100	$4,800	$4,800
Totals		**$4,650**	**$4,800**	**$0**	**$4,800**	**$4,100**	**$2,100**	**$4,800**	**$4,800**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60500	Admin/Office Supp/Eqt Non-C	$3,124	$1,848	$4,215	$2,928	$2,727	$685	$2,808	$2,808
60501	Operating Supp/Eqt Non-Cap	$53	$1,750	$206	$800	$725	$468	$810	$810
Totals		**$3,177**	**$3,598**	**$4,421**	**$3,728**	**$3,452**	**$1,153**	**$3,618**	**$3,618**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

Department: 21102 City Manager

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
CITY MANAGER	8	1.00	$175,000	$175,673	$175,673	VACANT	0	60101
CHIEF OPERATING OFFICER	56030	1.00	$144,997	$145,554	$145,554	PHINNEY	BRIAN	60102
EXECUTIVE ASSOCIATE	11258	1.00	$79,997	$80,304	$80,304	MACNEILL	SHELLY	60105
Total Budgeted Positions		**3.00**	**$399,994**	**$401,532**	**$401,532**			

Notes:

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Manager

Account Title: Dept Manager Salary Exp

Department Number: 21102 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$144,527	$148,770	$164,734	$170,654	$119,573

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$175,673	$175,673		$5,019

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line reflects 100% of City Manager Salary

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Manager

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21102 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$127,500	$136,373	$133,232	$143,260	$143,260

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$145,554	$145,554		$2,294

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line reflects 100% of COO Salary. A percentage is charged to other accounts as shown in transfer/revenue to cover direct costs.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Manager

Account Title: F-T Employee Wage Exp

Department Number: 21102 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$103,214	$67,760	$69,171	$77,932	$79,400

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$80,304	$80,304		$2,373

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Executive Associate

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Manager

Account Title: Car Allowance Expense

Department Number: 21102 Account Number: 60123

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7,370	$8,040	$7,431	$8,224	$6,853

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,592	$8,592		$369

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

City Manager car allowance as per employment agreement. Base of $500 monthly adjusted by current IRS rate annually

Current Rate: $685.34

Desc.	Unit	Unit Price		Subtotal
(Base@$500 adjusted to $716.03 per agreement)	12	$716.03	$	8,592.32

IRS rate change to 0.700 for Fiscal Year 2026 (0.700/0.670)*$685.34=$716.03

Prior Yr	$0.670	$0.700
Current Yr	$685.34	$716.03

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Manager

Account Title: Insurance Buyout Pay

Department Number: 21102 Account Number: 60129

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Manager

Account Title: Conferences/Training Expense

Department Number: 21102 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,494	$18,870	$1,945	$15,956	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$12,516	$12,516		-$3,440

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Conferences	**Units**	**Unit Price**	**Subtotal**
Transform Local Government Conference	2	$575.00	$1,150.00
Big Ideas Conference	0	$435.00	$0.00
ICMA Conference	2	$860.00	$1,720.00
ICMA Regional Mtg	0	$225.00	$0.00
MTCMA Institute	0	$474.00	$0.00
MTCMA Interchange	2	$100.00	$200.00
MMA Conference	1	$130.00	$130.00
Biddeford-Saco Chamber	0	$20.00	$0.00
Other Misc	1	$250.00	$250.00
Travel to Conferences			
Transform Local Government Conference (airfare)	2	$800.00	$1,600.00
Big Ideas Conference (airfare)	0	$480.00	$0.00
ICMA Conferences (airfare)	2	$540.00	$1,080.00
ICMA Regional Mtg (airfare)	0	$0.00	$0.00
MTCMA Institute	0	$150.65	$0.00
MTCMA Interchange	2	$150.65	$301.30
MMA Conference	1	$210.00	$210.00

Meals/Lodging	**Units**	**Food**	**Lodging**	
TLG Conf	2	$400.00	$800.00	$2,400.00
Big Ideas Conf	0	$200.00	$325.00	$0.00
ICMA Confs	2	$450.00	$1,000.00	$2,900.00
ICMA Regional Mtg	0	$225.00	$400.00	$0.00
MTCMA Institute	0	$125.00	$400.00	$0.00
MTCMA Interchange	2	$50.00	$150.00	$400.00
MMA Conf	1	$50.00	$125.00	$175.00
				$12,516.30

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Manager

Account Title: Travel/Mileage Expense

Department Number: 21102 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,676	$589	$2,575	$600	$435

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$435	$435		-$165

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Description	Units	Unit Price	Subtotal
Other Misc/tolls	1	$130.00	$130.00
Mileage COO	435	$0.700	$304.50
			$434.50

**Conference expenses moved to 60251

FY24 Actual includes miscoded travel charges that should be 60251

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Manager

Account Title: Food/Lodging Expense

Department Number: 21102 Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,363	$875	$0	$875	$755

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$875	$875		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Description	**Units**	**Food**	**Lodging**	**Subtotal**
Other Misc	1	$100.00	$125.00	$225.00
Misc. other meals	1	$500.00	$150.00	$650.00
		$600.00	$275.00	**$875.00**

Conferences and travel moved to 60251. Line reflects local expenses during the year.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Manager

Account Title: Dues/Memberships Expense

Department Number: 21102 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,247	$5,728	$4,398	$4,731	$2,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,730	$4,730		-$1

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Unit	Unit Price	Subtotal
Alliace for Innovation	1	$1,860.00	$1,860.00
ICMA (total for two memberships)	2	$1,200.00	$2,400.00
MTCMA	2	$235.00	$470.00
			$4,730.00

ICMA - International City/County Management Association
MTCMA - Maine Town and City Managers Association

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Manager

Account Title: Other Prof/Consult Srvs Exp

Department Number: 21102 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY2020 moved to 21111 (General Government)

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Manager

Account Title: Phone/Celular/Paging Exp

Department Number: 21102 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,650	$4,800	$0	$4,800	$4,100

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,800	$4,800		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Description:	**Unit (Mo)**	**Unit Rate**	**Subtotal**
Internet Stipend	12	$350.00	$4,200.00
City Manager stipend for smartphone & home internet as per Employment Agreement			
Stipend for increased/better internet connection for COO			

Description:	**Unit (Mo)**	**Unit Rate**	**Subtotal**
Internet Stipend	12	$50.00	$600.00
		Total	**$4,800.00**

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Manager

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21102 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,124	$1,848	$4,215	$2,928	$2,727

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,808	$2,808		($120)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Description	**Units**	**Unit Price**	**Subtotal**
Coffee & coffee supply monthly orders (WB Mason)	12	$90.00	$1,080.00
Note pads as needed (WB Mason)	6	$30.00	$180.00
Folders as needed (WB Mason)	6	$36.00	$216.00
Pens/pencils as needed (WB Mason)	6	$12.00	$72.00
Paper (box every 45 days) (WB Mason)	8	$45.00	$360.00
Newspaper Subscription	2	$125.00	$250.00
Misc & Paper goods	12	$25.00	$300.00
Other Misc	1	$350.00	$350.00
			$0.00
			$2,808.00
			$2,808.00

The coffee & coffee supply line will be offset by revenue collected (pay per cup) for coffee. Est. $1,080 total revenue toward this line.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Manager

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21102 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$53	$1,750	$206	$800	$725

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$810	$810		$10

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	Unit	Unit Rate	Subtotal
Misc. supplies and equipment	1	$810.00	$810.00
			$810.00

City of Biddeford, Maine

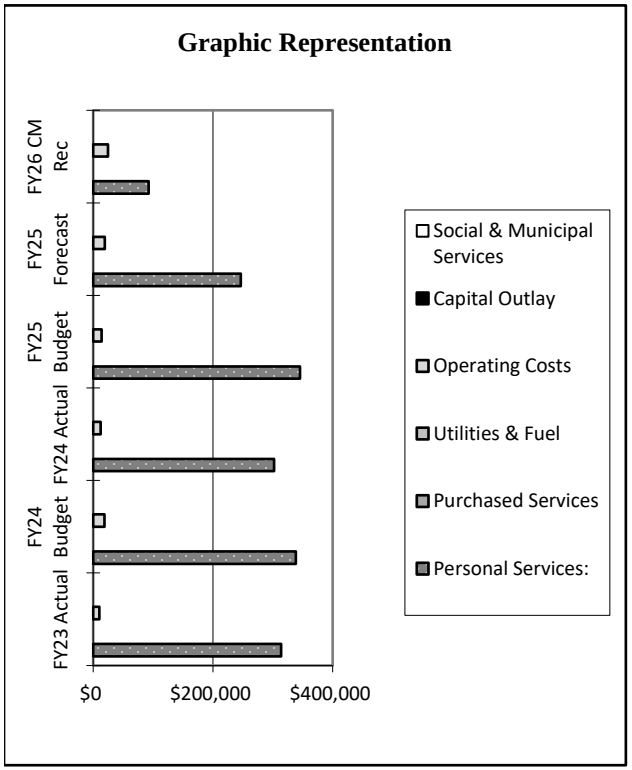
Fiscal Year 2026

Budget: City Clerk

Account Number: 21103

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$313,654	$338,350	$302,024	$345,486	$246,650	$123,975	$92,742	$92,742
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$10,376	$19,000	$12,437	$14,000	$19,219	$9,225	$24,929	$19,834
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$324,030**	**$357,350**	**$314,461**	**$359,486**	**$265,869**	**$133,200**	**$117,671**	**$112,576**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$6,921**
Workers Comp	**$249**
Health Insurance	**$18,933**
Retirement	**$9,228**
Unemployment	**$0**
Other Insurance	**$1,054**
Total Fringe Benefit Impact	**$36,385**
# of Full Time Employees	**1.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$345,486	$92,742	-$252,744	-73.2%
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$14,000	$19,834	$5,834	41.7%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$359,486**	**$112,576**	**-$246,910**	-68.7%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$91,032	$86,530	$84,904	$90,472	$0	$32,880	$90,472	$90,472
60105	F-T Employee Wage Exp	$222,477	$250,000	$216,658	$253,256	$245,000	$90,724	$0	$0
60111	Overtime Wage Expense	$0	$0	$0	$0	$0	$0	$0	$0
60251	Conferences/Training Expense	$40	$1,200	$275	$1,200	$880	$250	$1,200	$1,200
60252	Travel/Mileage Expense	$0	$500	$157	$438	$650	$121	$950	$950
60253	Food/Lodging Expense	$0	$0	$0	$0	$0	$0	$0	$0
60256	Dues/Memberships Expense	$105	$120	$30	$120	$120	$0	$120	$120
60257									
60258									
60259									
60260									
60370									
Totals		**$313,654**	**$338,350**	**$302,024**	**$345,486**	**$246,650**	**$123,975**	**$92,742**	**$92,742**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60500	Admin/Office Supp/Eqt Non-C	$3,065	$3,500	$1,858	$3,500	$2,800	$1,193	$3,500	$3,500
60501	Operating Supp/Eqt Non-Cap	$3,449	$0	$5,834	$0	$5,834	$3,197	$5,834	$5,834
60502	Printing & Copying Expense	$3,863	$15,500	$4,745	$10,500	$10,585	$4,835	$15,595	$10,500
Totals		**$10,376**	**$19,000**	**$12,437**	**$14,000**	**$19,219**	**$9,225**	**$24,929**	**$19,834**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21103 City Clerk

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
CITY CLERK	11321	1.00	$90,125	$90,472	$90,472	PATTERSON	ROBIN	60101
TOTAL BUDGETED POSITIONS		**1.00**	**$90,125**	**$90,472**	**$90,472**			

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** City Clerk

Account Title: Dept Manager Salary Exp

Department Number: 21103 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$91,032	$86,530	$84,904	$90,472	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$90,472	$90,472		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** City Clerk

Account Title: F-T Employee Wage Exp

Department Number: 21103 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$222,477	$250,000	$216,658	$253,256	$245,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		-$253,256

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

(4) FT Associate/Counter Clerks

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** City Clerk

Account Title: Overtime Wage Expense

Department Number: 21103 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Under the new work week structure O.T. is expected to be zero

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** City Clerk

Account Title: Conferences/Training Expense

Department Number: 21103 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$40	$1,200	$275	$1,200	$880

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,200	$1,200		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

		Rate	Unit		Total
Vital Records Training	$	80.00	2.0	$	160.00
Inland Fisheries training	$	120.00	3.0	$	360.00
MMA verbal judo	$	110.00	1.0	$	110.00
Legislative Process A-Z	$	40.00	4.0	$	160.00
City Clerk Certification				$	410.00
				$	1,200.00

3 new clerks, MMA trainings in the spring

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** City Clerk

Account Title: Travel/Mileage Expense

Department Number: 21103 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$500	$157	$438	$650

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$950	$950		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

		Rate	Unit		Total
Indland Fisheries training	$	0.70	300.0	$	300.00
Vital Records Workshop in Portland	$	0.70	70.0	$	49.00
Vital Records Workshop in Augusta	$	0.70	450.0	$	315.00
Clerk Training - Augusta (3 Courses)	$	0.70	450.0	$	315.00
Tolls	$	1.60	12.0	$	19.20
				$	998.20

Election./Voter Reg Training (Portland) - moved to 21104 - Elections

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** City Clerk

Account Title: Food/Lodging Expense

Department Number: 21103 Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** City Clerk

Account Title: Dues/Memberships Expense

Department Number: 21103 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$105	$120	$30	$120	$120

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$120	$120		$100

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Maine Town & City Clerks' Association Membership Dues for City Clerk and Deputy Clerk

Fee	Units	Total
$30.00	2	$60.00

York County City & Town Clerks' Association Membership Dues for City Clerk and Deputy Clerk

Fee	Units	Total
$15.00	2	$30.00

Maine Tax Collectors Association Membership Dues for Deputy Tax Collector

Fee	Units	Total
$30.00	1	$30.00

Total $120.00

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** City Clerk

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21103 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,065	$3,500	$1,858	$3,500	$2,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,500	$3,500		$800

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

General office supplies (pens, paper clips, clasp envelopes, colored paper, staples, Clorox wipes, etc)	$	1,700.00
Receipt paper rolls for counter receipt printers	$	1,500.00
Printer cartridges for MV printers and ribbons for receipt printers	$	500.00
	$	**3,700.00**

current $1857, pending $925 spring 2025 supplies

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** City Clerk

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21103 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,449	$0	$5,834	$0	$5,834

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,834	$5,834		$500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Ready Fresh - water bottles/cooler - General Fund expense.

note: using the number in munis

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** City Clerk

Account Title: Printing & Copying Expense

Department Number: 21103 Account Number: 60502

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,863	$15,500	$4,745	$10,500	$10,585

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,595	$10,500		$1,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Dog license reminder postcards	$	400.00
General Code (code analysis, composition & printing of Supplement)[1]	$	9,000.00
General Code - annual maintenance fee	$	1,195.00
Kofile - repair and restoration of older vital record volumes	$	5,000.00
	$	15,595.00

[1]NOTE: Code fees are amendment dependent throughout the year

restoration was dropped last year, need to resume the process
current $5,935; pending spring ordinance updates $4,650

City of Biddeford, Maine

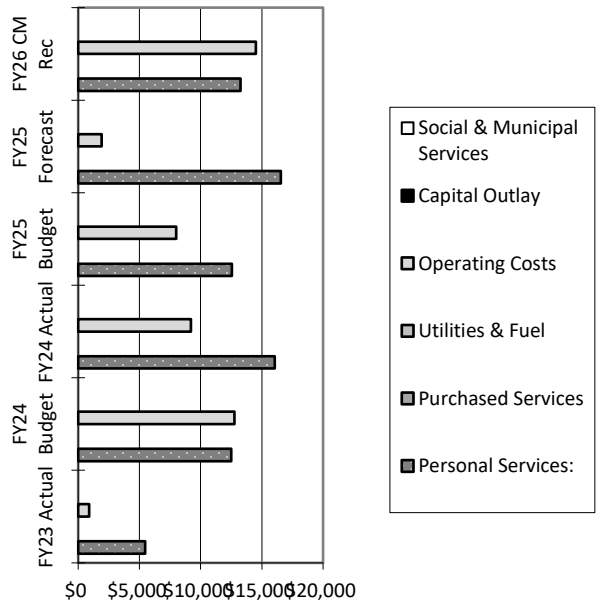
Fiscal Year 2026

Budget: Elections/Voter Registration

Account Number: 21104

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$5,481	$12,500	$16,048	$12,550	$16,550	$13,891	$13,270	$13,270
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$886	$12,750	$9,219	$8,000	$1,925	$680	$14,500	$14,500
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$6,367**	**$25,250**	**$25,267**	**$20,550**	**$18,475**	**$14,571**	**$27,770**	**$27,770**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):

FICA	**$995**
Workers Comp	**$259**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$39**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$1,293**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$12,550	$13,270	$720	5.7%
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$8,000	$14,500	$6,500	81.3%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$20,550**	**$27,770**	**$7,220**	35.1%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60107	Temp/Seasonal Emp Wage Ex	$5,481	$12,500	$16,048	$12,500	$16,500	$13,891	$13,000	$13,000
60111	Overtime Wage Expense	$0	$0	$0	$0	$0	$0	$0	$0
60252	Travel/Mileage Expense	$0	$0	$0	$50	$50	$0	$270	$270
Totals		**$5,481**	**$12,500**	**$16,048**	**$12,550**	**$16,550**	**$13,891**	**$13,270**	**$13,270**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60500	Admin/Office Supp/Eqt Non-C	$391	$750	$282	$1,000	$1,925	$680	$2,500	$2,500
60501	Operating Supp/Eqt Non-Cap	$0	$0	$0	$0	$0	$0	$0	$0
60502	Printing & Copying Expense	$495	$12,000	$8,937	$7,000	$0	$0	$12,000	$12,000
Totals		**$886**	**$12,750**	**$9,219**	**$8,000**	**$1,925**	**$680**	**$14,500**	**$14,500**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21104 Elections/Voter Registration

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
VOTING CLERKS	4	-	$13,000	$13,000	$13,000			60107
TOTAL BUDGETED POSITIONS		**-**	**$13,000**	**$13,000**	**$13,000**			

Notes:

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Elections/Voter Registration

Account Title: Temp/Seasonal Emp Wage Exp

Department Number: 21104 Account Number: 60107

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,481	$12,500	$16,048	$12,500	$16,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$13,000	$13,000		$10,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

November 2025 State Referendum and Municipal Candidates
June 2026 State Primary

Minimum wage increase and increase in absentee ballot labor with new state laws

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Elections/Voter Registration

Account Title: Overtime Wage Expense

Department Number: 21104 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

No overtime is anticipated.

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Elections/Voter Registration

Account Title: Travel/Mileage Expense

Department Number: 21104 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Est. Expended
$0	$0	$0	$50	$50

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$270.00	$270.00		$220.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

		Rate	Unit		Total
Elections/Voter Reg. Workshops (2 days-Portland)	$	0.70	70.0	$	49.00
Augusta workshop					98

Moved from City Clerk 21103-60252

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Elections/Voter Registration

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21104 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$391	$750	$282	$1,000	$1,925

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,500	$2,500		$1,500.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Election day supplies and other preparations (pens, clasp envelopes, tape, signage, etc)
Voter Registration cards
increase FY26 need updated interior polling place signs; increase in absentee ballots requires more labels
current is $1,925;

Fiscal Year 2026
Budget Request

March 23, 2025

Department: Elections/Voter Registration

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21104

Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This was for the CTCL Grant ~No longer active

Fiscal Year 2026
Budget Request

March 23, 2025

Department: Elections/Voter Registration

Account Title: Printing & Copying Expense

Department Number: 21104 Account Number: 60502

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$495	$12,000	$8,937	$7,000	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$12,000	$12,000		$5,000.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Type of election is on a 4 year cycle. fY25 will have Council elections in November and possible municipal ballot in June.

Current year is $0, no city ballot this year.

City of Biddeford, Maine

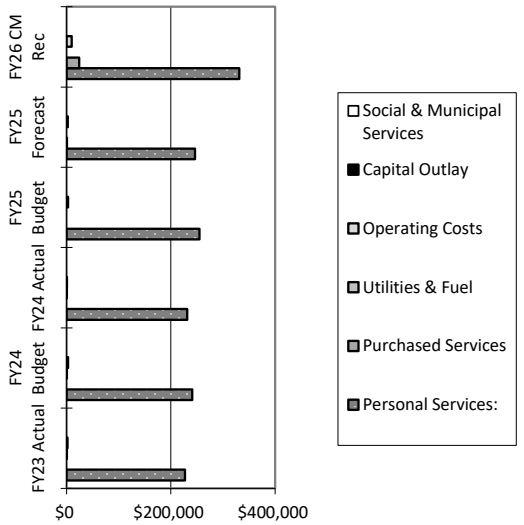
Fiscal Year 2026

Budget: Assessing

Account Number: 21105

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$227,201	$241,051	$231,432	$255,007	$246,549	$89,470	$331,377	$331,377
Purchased Services	$0	$0	$0	$0	$814	$0	$24,000	$10,000
Utilities & Fuel	$45	$146	$102	$0	$0	$0	$0	$0
Operating Costs	$1,985	$2,800	$774	$2,700	$2,300	$1,468	$10,000	$10,000
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$229,232**	**$243,997**	**$232,308**	**$257,707**	**$249,663**	**$90,938**	**$365,377**	**$351,377**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$24,587**
Workers Comp	**$4,384**
Health Insurance	**$73,002**
Retirement	**$32,783**
Unemployment	**$200**
Other Insurance	**$4,058**
Total Fringe Benefit Impact	**$139,013**
# of Full Time Employees	**4.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$255,007	$331,377	$76,370	29.9%
Purchased Services	$0	$10,000	$10,000	#DIV/0!
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$2,700	$10,000	$7,300	270.4%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$257,707**	**$351,377**	**$93,670**	36.3%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$165,074	$100,000	$175,522	$104,155	$104,103	$68,769	$117,952	$117,952
60102	Mid Mgmt Hrly Employee Wa	$0	$78,400	$0	$85,510	$80,300	$0	$85,327	$85,327
60105	F-T Employee Wage Exp	$56,155	$54,891	$53,836	$57,582	$55,300	$19,049	$118,118	$118,118
60251	Conferences/Training Expense	$1,652	$3,500	$350	$3,500	$3,586	$1,533	$4,900	$4,900
60253	Food/Lodging Expense	$3,010	$3,300	$1,375	$3,300	$1,800	$0	$4,000	$4,000
60256	Dues/Memberships Expense	$1,311	$960	$350	$960	$960	$120	$580	$580
Totals		**$227,201**	**$241,051**	**$231,432**	**$255,007**	**$246,549**	**$89,470**	**$331,377**	**$331,377**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60303	Appraisal Services Expense	$0	$0	$0	$0	$0	$0	$0	$0
60306	Other Prof/Consult Srvs Exp	$0	$0	$0	$0	$814	$0	$24,000	$10,000
60310	Service Contracts Expense	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$0**	**$0**	**$0**	**$0**	**$814**	**$0**	**$24,000**	**$10,000**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60411	Gasoline Expense	$45	$146	$102	$0	$0	$0	$0	$0
Totals		**$45**	**$146**	**$102**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60453	Vehicle Repair/Tires/Oil Exp	$23	$500	$62	$500	$0	$0	$0	$0
60500	Admin/Office Supp/Eqt Non-(	$611	$500	$327	$500	$500	$185	$500	$500
60501	Operating Supp/Eqt Non-Cap	$1,251	$1,500	$385	$1,500	$1,500	$1,283	$9,000	$9,000
60502	Printing & Copying Expense	$100	$300	$0	$200	$300	$0	$500	$500
Totals		**$1,985**	**$2,800**	**$774**	**$2,700**	**$2,300**	**$1,468**	**$10,000**	**$10,000**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21105 Assessing

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
ASSESSOR	11214	1.00	$ 117,500	$ 117,952	$ 117,952	VAIL	DEANNE	60101
ASST. ASSESSOR	11488	1.00	$ 85,000	$ 85,327	$ 85,327	VACANT	0	60102
ADMINISTRATIVE ASST.	11209	1.00	$ 58,178	$ 58,401	$ 58,401	MEURRENS	AMY	60105
FIELD LISTER (NEW)	25	1.00	$ 59,488	$ 59,717	$ 59,717	0	0	60105
TOTAL BUDGETED POSITIONS		**4.00**	**$ 320,166**	**$ 321,397**	**$ 321,397**			

Notes:

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Dept Manager Salary Exp

Department Number: 21105 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$165,074	$100,000	$175,522	$104,155	$104,103

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$117,952	$117,952		$13,796

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21105 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$78,400	$0	$85,510	$80,300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$85,327	$85,327		-$183

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: F-T Employee Wage Exp

Department Number: 21105 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$56,155	$54,891	$53,836	$57,582	$55,300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$118,118	$118,118		$60,536

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

CM - This line includes the administrative assistant and a proposd new field lister position.
The all-in cost of the field lister as proposed is $82,821.05

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Overtime Wage Expense

Department Number: 21105 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

We will not be budgeting for overtime

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Conferences/Training Expense

Department Number: 21105 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,652	$3,500	$350	$3,500	$3,586

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,900	$4,900		$1,400

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Conference and training with Maine Revenue Service, Vision Technologies, IAAO and MAAO training.
Training is required for yearly continuing education requirements for CMA (Certified Maine Assessor) Re-certification

Maine Revenue Service, Tax School	$	350.00	$	2.0	$	700.00
Maine Chapter IAAO Annual Meeting	$	50.00	$	2.0	$	100.00
MAAO Annual Meeting	$	100.00	$	2.0	$	200.00
MRS Virtual Tax Academy	$	25.00	$	2.0	$	50.00
Various MMA Seminars	$	400.00	$	2.0	$	800.00
IAAO Adv. Training for Higher Level CMA Cert.	$	500.00	$	2.0	$	1,000.00
IAAO Maine Chapter Spring Conference	$	625.00	$	2.0	$	1,250.00
MAAO Fall Chapter Meeting Conference	$	400.00	$	2.0	$	800.00
						$4,900.00

*Much of the training expenses are used at the end of the fiscal year.
Training opportunities are essential to growth.

New

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Travel/Mileage Expense

Department Number: 21105 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

*Mileage for travel to various trainings

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Dues/Memberships Expense

Department Number: 21105 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,311	$960	$350	$960	$960

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$580	$580		-$380

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

International Association of Assessing Officers - (Increased $10 a month x 2)			$440.00
Maine Chapter IAAO	$30.00	2.0	$60.00
Maine Association of Assessing Officers	$40.00	2	$80.00
			$580.00

Removed previous assessor's appraisal license renewal fee

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Food/Lodging Expense

Department Number: 21105 Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,010	$3,300	$1,375	$3,300	$1,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,000	$4,000		$700

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Lodging for MAAO (Maine Association of Assessing Officers) conference/training located in Sebasco Estates ME (65 miles)

$$/Person	#Persons	Subtotal
$600.00	2	$1,200.00

Lodging for MRS(Maine Revenue Services) tax school located in Belfast, ME (120 miles; 4-days)

$$/Person	#Persons	Subtotal
$650.00	2	$1,300.00

Lodging for IAAO (Internaitonal Assocaiton of Assessing Officers) schooling in Sunday River (100 miles; 3-days)

$$/Person	#Persons	Subtotal
$750.00	2	$1,500.00

Lodging for MRS/IAAO are expensed at the end of the fiscal year

$4,000.00

***Much of lodging expenses are used at the end of the fiscal year.**

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Appraisal Services Expense

Department Number: 21105 Account Number: 60303

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Hiring License professional appraiser for valuation disputes

*We have not used the funds and have no intention to

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Gasoline Expense

Department Number: 21105 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$45	$146	$102	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Will be assigning one of the new electric leased vehicles to this department and selling the gas vehicle

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Other Prof/Consult Srvs Exp

Department Number: 21105 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$814

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$24,000	$10,000		$10,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

EOY Forecast based on pickup work by Sean McCarthy (City of Saco)
KRT contracting Personal Property work per Finance Committee approval - $14,000

Consulting for updating tables and equalizing values - $10,000

CM - The KRT proposal (01/07/25 Finance Committtee approval) included $16,000 for FY25 with a refercne to $10,000 in ongoing costs to keep up with personal property details. CM Recommedation reflects onylt the ongoing cost in accorance with the meeting Brief.

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Service Contracts Expense

Department Number: 21105 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

*Marshall & Swift Cost Books expensed in the future under Account Number 60501

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 21105 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$23	$500	$62	$500	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0		-$500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Estimated by Public Works

*New Vehicle therefore no repairs needed so far for FY 2026

should be no issues since it will be the new leased electric vehicle

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21105 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$611	$500	$327	$500	$500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Misc Supplies	$	500.00
	$	500.00

*Miscellanous Supplies we may need for operations

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21105 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,251	$1,500	$385	$1,500	$1,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$9,000	$9,000		$7,500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Marshall & Swift Cost Manuals annual Cost $1,300-1,500
NearMap Aerial Imagery $7,500
*This the annual fee for our Marshall & Swift Cost Books
*Was expensed from Account Number 60310

* An annual expense for valuation cost books

Fiscal Year 2026
Budget Request

March 23, 2025 **Department:** Assessing

Account Title: Printing & Copying Expense

Department Number: 21105 Account Number: 60502

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$100	$300	$0	$200	$300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$300

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Personal Property Declarations Forms and Misc. copying
Correspondence to notify taxpayers of KRT's involvement with Personal Property
Primarily for communications with taxpayers

City of Biddeford, Maine

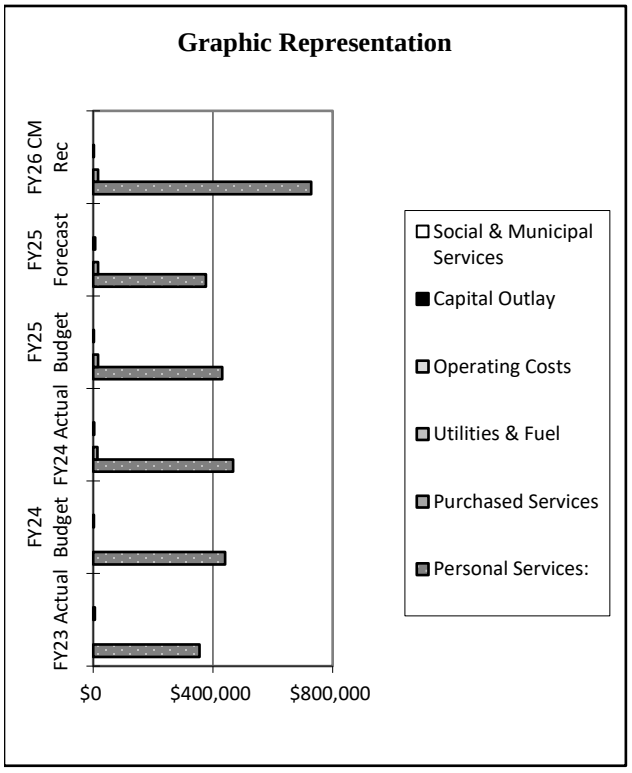
Fiscal Year 2026

Budget: Finance

Account Number: 21106

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$355,543	$441,126	$466,950	$430,853	$376,408	$160,771	$727,901	$726,471
Purchased Services	$0	$0	$14,340	$16,425	$16,400	$7,743	$16,425	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$5,555	$2,800	$3,558	$2,800	$6,247	$5,675	$2,320	$2,320
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$361,098**	**$443,926**	**$484,848**	**$450,078**	**$399,055**	**$174,189**	**$746,646**	**$728,791**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):

FICA	**$56,291**
Workers Comp	**$1,978**
Health Insurance	**$182,630**
Retirement	**$53,688**
Unemployment	**$520**
Other Insurance	**$10,650**
Total Fringe Benefit Impact	**$305,756**
# of Full Time Employees	**7.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$430,853	$726,471	$295,618	68.6%
Purchased Services	$16,425	$0	-$16,425	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$2,800	$2,320	-$480	-17.1%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$450,078**	**$728,791**	**$278,713**	61.9%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$118,083	$212,500	$270,725	$135,030	$104,985	$90,249	$140,538	$140,538
60102	Mid Mgmt Hrly Employee Wa	$122,246	$111,871	$64,800	$96,369	$99,946	$0	$104,400	$104,400
60105	F-T Employee Wage Exp	$100,566	$107,879	$130,631	$188,579	$169,527	$70,442	$473,412	$473,412
60251	Conferences/Training Expense	$11,467	$7,000	$933	$9,000	$1,200	$50	$7,675	$6,775
60256	Dues/Memberships Expense	$2,550	$1,875	($155)	$1,875	$750	$0	$1,875	$1,345
Totals		**$355,543**	**$441,126**	**$466,950**	**$430,853**	**$376,408**	**$160,771**	**$727,901**	**$726,471**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60306	Other Prof/Consult Srvs Exp	$0	$0	$14,340	$16,425	$16,400	$7,743	$16,425	$0
Totals		**$0**	**$0**	**$14,340**	**$16,425**	**$16,400**	**$7,743**	**$16,425**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60406	Fiber/Internet Expense	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60500	Admin/Office Supp/Eqt Non-C	$5,555	$2,800	$3,558	$2,800	$6,247	$5,675	$2,320	$2,320
60501	Operating Supp/Eqt Non-Cap	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$5,555**	**$2,800**	**$3,558**	**$2,800**	**$6,247**	**$5,675**	**$2,320**	**$2,320**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

Department: 21106 Finance

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
FINANCE DIRECTOR	10297	1.00	$140,000	$140,538	$140,538	MATHERNE	GERALDINE	60101
DEPUTY FINANCE DIRECTOR	11387	1.00	$104,000	$104,400	$104,400	BETTEZ	BENJAMIN	60102
TAX COLLECTOR	11489	1.00	$83,491	$83,812	$83,812	DUPUIS	GIDGETTE	60105
OFFICE MGR/DEPUTY TAX COLLECTOR	11440	1.00	$72,446	$72,725	$72,725	MCALLISTER	LAURIE	60105
PAYMENTS CLERK	11193	1.00	$44,990	$45,163	$45,163	SOHNS	ALYSSA	60105
AR/FINANCE CLERK	11451	1.00	$57,387	$57,608	$57,608	VACANT	0	60105
PAYMENTS CLERK	11469	1.00	$47,341	$47,523	$47,523	BOUCHER	BRENDAN	60105
PAYMENTS CLERK	11505	1.00	$45,968	$46,145	$46,145	ADAMCZAK	JANET	60105
PAYMENTS CLERK	11552	1.00	$52,000	$52,200	$52,200	DARMETKO	NIKOLAS	60105
PAYROLL SPECIALIST	11430	1.00	$67,974	$68,236	$68,236	0	0	60105
TOTAL BUDGETED POSITIONS		**7.00**	**$549,656**	**$551,770**	**$551,770**			

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Finance

Account Title: Dept Manager Salary Exp

Department Number: 21106 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$118,083	$212,500	$270,725	$135,030	$104,985

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$140,538	$140,538		$5,508

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Add'l staff from agency serving as interimin FY24

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Finance

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21106 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$122,246	$111,871	$64,800	$96,369	$99,946

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$104,400	$104,400		$8,031

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Finance

Account Title: F-T Employee Wage Exp

Department Number: 21106 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$100,566	$107,879	$130,631	$188,579	$169,527

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$473,412	$473,412		$284,833

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Reflects reorganization plan

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Finance

Account Title: Overtime Wage Expense

Department Number: 21106 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Employee	Hours	Rate	Budget
			$ -
			$ -
			$ -

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Finance

Account Title: Conferences/Training Expense

Department Number: 21106 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$11,467	$7,000	$933	$9,000	$1,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$7,675	$6,775		($2,225)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Adjustment	
Online annual training series - Fred Pryor for Payroll Specialist	$	200.00
MMTCTA Annual Conference - Tax Collector / Revenue Analyst	$	75.00
Other MMTCTA training offerings - Tax Collector / Revenue Analyst	$	200.00
Tyler Connect Annual User Conference - Airfare / Meals / Lodging x2	$	3,000.00
Three passes for this conference (approx $1,100 each) are included with annual PACE contract		
Various virtual trainings offered by MMA, GFOA, AICPA, others	$	1,000.00
Necessary to maintain Finance Director's CPA license (40 hours/year)		
NESGFOA Spring & Fall Conferences Director & Deputy Director	$	1,200.00
NESGFOA Spring & Fall Conferences - Mileage / Meals / Lodging Director & Deputy Director	$	2,000.00
	$	7,675.00

FY25 EOY Forecast low due to staff turnover

$ 7,675.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Finance

Account Title: Other Prof/Consult Srvs Exp

Department Number: 21106 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$14,340	$16,425	$16,400

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 16,425.00	$0		($16,425)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY22 PACE covered within surplus allocation

Annual PACE (Planned Annual Continuing Education) Contract - 15 days - Tyler Technologies Used to keep current with the new features and functionality, training on existing modules, re-implementing the HR/PR modules to fix the outstanding issues preventing the City from utilizing the Employee Self Service module and the Salary & Benefits budgeting functionality. New staff will require training.	$	16,425.00

CM - PACE training included in 21111-60315

$	16,425.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Finance

Account Title: Dues/Memberships Expense

Department Number: 21106 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,550	$1,875	-$155	$1,875	$750

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 1,875.00	$ 1,345.00		($530)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

GFOA Certificate of Achievement (COA) application fee	$	530.00
AICPA Annual Dues - Finance Director	$	510.00
GFOA Annual Dues - Finance Director & Deputy Director	$	450.00
MMA Annual Dues - Payroll Specialist	$	150.00
Maine Secretary of State - Notary for Deputy Finance Director	$	50.00
MFGOA Annual Dues - Finance Director & Deputy Director	$	90.00
Maine Board of Accountantcy Annual CPA License renewal - Finance Director	$	35.00
MMTCTA Annual Dues - Tax Collector / Revenue Analyst	$	60.00
	$	1,875.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Finance

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21106 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,555	$2,800	$3,558	$2,800	$6,247

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,320	$2,320		($480)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Paper, check stock, 1099s, W-2s, other various office supplies (file folders, pens, labels), MICR toner for check printer
GAAFR subscription (print and online access).

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Finance

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21106 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

City of Biddeford, Maine

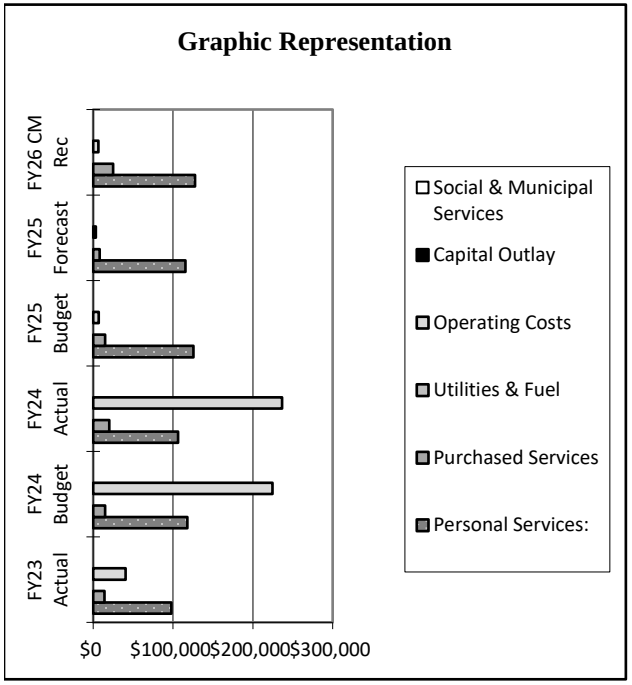
Fiscal Year 2026

Budget: Computer Services

Account Number: 21107

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$98,068	$117,978	$106,485	$125,709	$115,495	$40,862	$127,412	$118,412
Purchased Services	$13,985	$15,000	$20,321	$15,000	$8,300	$6,076	$25,000	$15,000
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$40,786	$224,486	$236,464	$6,760	$3,150	$14,298	$6,610	$5,150
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$152,839**	**$357,464**	**$363,270**	**$147,469**	**$126,945**	**$61,236**	**$159,022**	**$138,562**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$9,355**
Workers Comp	**$2,304**
Health Insurance	**$2,296**
Retirement	**$6,922**
Unemployment	**$79**
Other Insurance	**$1,117**
Total Fringe Benefit Impact	**$22,073**
# of Full Time Employees	**1.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$125,709	$118,412	-$7,297	-5.8%
Purchased Services	$15,000	$15,000	$0	0.0%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$6,760	$5,150	-$1,610	-23.8%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$147,469**	**$138,562**	**-$8,907**	-6.0%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$96,900	$106,000	$106,325	$113,724	$114,870	$40,737	$115,362	$115,362
60102	Mid Mgmt Hrly Employee Wa	$0	$0	$0	$0	$0	$0	$0	$0
60201	FICA/Medicare-ER Share Exp	$0	$0	$0	$0	$0	$0	$0	$0
60202	MPERS-Employer Share Exp	$0	$0	$0	$0	$0	$0	$0	$0
60203	457 Plan-Employer Share Exp	$0	$0	$0	$0	$0	$0	$0	$0
60210	HPHC Ins Employer Share Ex	$0	$0	$0	$0	$0	$0	$0	$0
60212	S-T Disability ER Share Exp	$0	$0	$0	$0	$0	$0	$0	$0
60213	L-T Disability ER Share Exp	$0	$0	$0	$0	$0	$0	$0	$0
60216	Delta Dental ER Share	$0	$0	$0	$0	$0	$0	$0	$0
60217	RHSA Plan ER Share	$0	$0	$0	$0	$0	$0	$0	$0
60251	Conferences/Training Expense	$695	$11,500	$0	$11,500	$350	$0	$11,550	$2,550
60252	Travel/Mileage Expense	$0	$328	$0	$335	$150	$0	$350	$350
60253	Food/Lodging Expense	$7	$0	$0	$0	$0	$0	$0	$0
60256	Dues/Memberships Expense	$466	$150	$160	$150	$125	$125	$150	$150
Totals		**$98,068**	**$117,978**	**$106,485**	**$125,709**	**$115,495**	**$40,862**	**$127,412**	**$118,412**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60305	Computer Support/Service Exp	$13,985	$15,000	$20,321	$15,000	$8,300	$6,076	$25,000	$15,000
Totals		**$13,985**	**$15,000**	**$20,321**	**$15,000**	**$8,300**	**$6,076**	**$25,000**	**$15,000**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60452	Operating Equip Repair Exp	$5,152	$12,000	$4,052	$5,000	$3,000	$228	$5,000	$5,000
60500	Admin/Office Supp/Eqt Non-C	$0	$300	$127	$300	$150	$255	$150	$150
60501	Operating Supp/Eqt Non-Cap	$35,634	$212,186	$232,285	$1,460	$0	$13,814	$1,460	$0
Totals		**$40,786**	**$224,486**	**$236,464**	**$6,760**	**$3,150**	**$14,298**	**$6,610**	**$5,150**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21107 Computer Services

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
SYSTEM ADMINISTRATOR	28895	1.00	$114,920	$115,362	$115,362	GERLACH	GERALD	60101
TOTAL BUDGETED POSITIONS		**1.00**	**$114,920**	**$115,362**	**$115,362**			

Notes:

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Computer Services

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21107 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Computer Services

Account Title: Dept Manager Salary Exp

Department Number: 21107 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$96,900	$106,000	$106,325	$113,724	$114,870

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$115,362	$115,362		$1,638

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Computer Services

Account Title: Conferences/Training Expense

Department Number: 21107 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$695	$11,500	$0	$11,500	$350

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$11,550	$2,550		(8,950)

Support for Budget Request:

Midsize Enterprise Summit They pay most expensise including flight and hotel. This is for travel to and from Hotel

Conferences	**Unit**	**Unit Rate**	**Subtotal**
Midsized Enterprise Summit	1	$550.00	$550.00
Tyler Connect	1	$1,500.00	$1,500.00
MS365 Training	2	$4,500.00	$9,000.00
Meals/Lodging	1	$500.00	$500.00
			$11,550.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Computer Services

Account Title: Travel/Mileage Expense

Department Number: 21107 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$328	$0	$335	$150

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$350	$350		$15

Support for Budget Request:

Travel to various departments and vendors

Description	Unit	Unit Rate	Subtotal
Mileage/Travel	500	$0.700	$350.00

Past expenses are detailed below for comparison purposes

FY2014 Actual	$70.63
FY2015 Actual	$0.00
FY2016 Actual	$62.77
FY2017 Actual	$218.90
FY2018 Actual	$376.70
FY2019 Actual	$1,015.14
FY2020 Actual	$0.00
FY2021 Actual	$0.00
FY2022 Actual	$63.76
FY2023 Actual	$0.00
FY2024 Actual	$0.00
Minimum	$0.00
Average	$164.35
Maximum	$1,015.14

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Computer Services

Account Title: Food/Lodging Expense

Department Number: 21107 Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible

Food for Midsize enterprise summit

Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Moved to 60251

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Computer Services

Account Title: Dues/Memberships Expense

Department Number: 21107 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$466	$150	$160	$150	$125

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$150	$150		$0

Support for Budget Request: GMIS and MMA membership

to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Government Management Information Sciences This subscription gets me access to Gov. IT Directors all over the US and tons of valuable information

Desc	Unit	Unit Rate	Subtotal
GMIS Membership	1	$100.00	$100.00
MMA Membership	1	$50.00	$50.00
	-	$0.00	$0.00
			$150.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Computer Services

Account Title: Computer Support/Service Exp

Department Number: 21107 Account Number: 60305

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$13,985	$15,000	$20,321	$15,000	$8,300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$25,000	$15,000		$0

Support for Budget Request:

We are not renewing the Critical Care contract for the new year. So this full amount will be needed

This is a contingency line for outside support expenses. An expert in a specific field may be called in to work on an issue.
This contingency also covers firewall and router changes. Adding PD and Fire to our domain will have an icrease on this line.

Past expenses are detailed below for comparison purposes

FY	Actual	Budget
FY2015	$5,320.75	$4,000.00
FY2016	$1,847.25	$6,000.00
FY2017	$696.25	$6,000.00
FY2018	$5,812.45	$6,000.00
FY2019	$5,638.75	$4,750.00
FY2020	$6,115.00	$4,000.00
FY2021	$9,118.10	$5,000.00
FY2022	$12,748.52	$5,000.00
FY2023	$13,984.74	$7,500.00
FY2024	$20,320.75	$15,000.00
Average	$8,160.26	$6,325.00
Median	$5,963.73	$5,500.00
Maximum	$20,320.75	$15,000.00

funded at more practical level; if major issue comes up, will need to find funds to cover overage

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Computer Services

Account Title: Operating Equip Repair Exp

Department Number: 21107 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,152	$12,000	$4,052	$5,000	$3,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000	$5,000		$0

Support for Budget Request: With more and more equipment and services being added, having this reserve will allow us to repaire equipment as needed.

This is a contingency line for equipment repairs and expenses.

Past expenses are detailed below for comparison purposes

	Actual	Budget
FY2015 Actual	$4,943.24	$5,000.00
FY2016 Actual	$3,490.27	$5,000.00
FY2017 Actual	$6,374.51	$4,850.00
FY2018 Actual	$6,040.09	$4,400.00
FY2019 Actual	$3,294.86	$4,200.00
FY2020 Actual	$8,972.12	$4,550.00
FY2021 Actual	$2,011.53	$5,000.00
FY2022 Actual	$1,507.00	$5,000.00
FY2023 Actual	$5,152.00	$4,200.00
FY2024 Actual	$12,252.00	$12,000.00
Average	$5,403.76	$5,420.00
Median	$5,047.62	$4,925.00
Maximum	$12,252.00	$12,000.00

[1]**NOTE:** Increase in actual costs for FY2024 is due to onboaring and equipment repairs

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Computer Services

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21107 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$300	$127	$300	$150

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$150	$150		($150)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	Unit	Unit Rate	Subtotal
General administrative office supplies (pens, notepads, media, etc)	1	$ 300.00	$ 300.00

Past expenses are detailed below for comparison purposes. In FY18 the account was changed to only cover expenses for 21107.

Fiscal Year	Budget	Actual
FY2015	$1,956.59	$1,600.00
FY2016	$1,004.10	$1,600.00
FY2017	$2,418.78	$1,500.00
FY2018	$557.47	$300.00
FY2019	$300.34	$300.00
FY2020	$281.44	$300.00
FY2021	$161.41	$300.00
FY2022	$1,093.67	$300.00
FY2023	$0.00	$300.00
FY2024	$126.00	$300.00
Average	$789.98	$680.00
Median	$428.91	$300.00
Maximum	$2,418.78	$1,600.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Computer Services

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21107 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$35,634	$212,186	$232,285	$1,460	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,460			($1,460)

Support for Budget Request:

Desc	**Unit**	**Unit Rate**	**Subtotal**
IT Director Home Internet (systems access)	12	$80.00	$960.00
Operating supplies for IT Director	1	$500.00	$500.00
		$0.00	$0.00
			$0.00
			$0.00

Stabilization Plan[1] - Moved to 21111-60315

Total Budget Amount $1,460.00

City of Biddeford, Maine

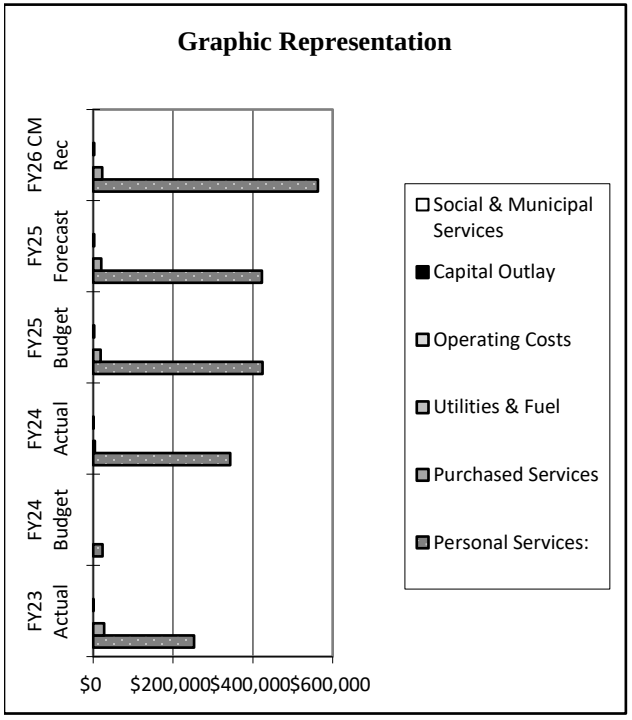
Fiscal Year 2026

Budget: Human Resources

Account Number: 21108

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$252,819	$23,141	$343,458	$424,314	$423,000	$130,490	$563,423	$561,307
Purchased Services	$27,690	$0	$4,252	$19,000	$20,500	$0	$22,500	$14,550
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$512	$0	$455	$2,200	$2,200	$209	$2,200	$2,200
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$281,022**	**$23,141**	**$348,165**	**$445,514**	**$445,700**	**$130,699**	**$588,123**	**$578,057**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$29,051**
Workers Comp	**$6,776**
Health Insurance	**$105,768**
Retirement	**$22,575**
Unemployment	**$290**
Other Insurance	**$4,170**
Total Fringe Benefit Impact	**$168,629**
# of Full Time Employees	**4.73**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$424,314	$561,307	$136,994	32.3%
Purchased Services	$19,000	$14,550	-$4,450	-23.4%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$2,200	$2,200	$0	0.0%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$445,514**	**$578,057**	**$132,544**	29.8%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$83,188	$0	$97,165	$111,444	$110,701	$55,350	$115,446	$115,446
60105	F-T Employee Wage Exp	$111,835	$0	$193,571	$205,618	$205,200	$55,641	$218,655	$218,655
60106	P-T Employee Wage Exp	$19,788	$0	$21,657	$31,886	$31,800	$13,817	$38,223	$38,223
60219	Incident Initiative	$709	$0	$3,259	$30,000	$30,000	$1,350	$143,600	$143,600
60251	Conferences/Training Expense	$10,417	$7,591	$9,218	$9,815	$10,500	$5,948	$12,390	$10,890
60252	Travel/Mileage Expense	$829	$0	$0	$0	$0	$0	$0	$0
60253	Food/Lodging Expense	$854	$0	$0	$0	$0	$0	$0	$0
60254	E2E Leadership Training	$9,164	$15,550	$12,313	$15,550	$15,500	$0	$15,550	$15,550
60255	Other Training	$15,814	$0	$6,130	$20,000	$19,000	($1,616)	$19,260	$18,644
60256	Dues/Memberships Expense	$220	$0	$145	$0	$299	$0	$299	$299
Totals		**$252,819**	**$23,141**	**$343,458**	**$424,314**	**$423,000**	**$130,490**	**$563,423**	**$561,307**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60306	Other Prof/Consult Srvs Exp	$0	$0	$0	$0	$0	$0	$0	$0
60320	Advertising	$27,690	$0	$4,252	$19,000	$20,500	$0	$22,500	$14,550
Totals		**$27,690**	**$0**	**$4,252**	**$19,000**	**$20,500**	**$0**	**$22,500**	**$14,550**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60500	Admin/Office Supp/Eqt Non-C	$512	$0	$455	$2,200	$2,200	$209	$2,200	$2,200
60501	Operating Supp/Eqt Non-Cap	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$512**	**$0**	**$455**	**$2,200**	**$2,200**	**$209**	**$2,200**	**$2,200**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21108 Human Resources

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
HUMAN RESOURCES DIRECTOR	10921	1.00	$115,003	$115,446	$115,446	DEPAOLO	DIANA	60101
DEPUTY HUMAN RESOURCES DIRECTOR	11323	1.00	$81,994	$82,309	$82,309	GIBSON	SHELLY	60105
HR COORDINATOR	11224	1.00	$69,826	$70,094	$70,094	ABBOTT	LYNN	60105
SAFETY TRAINER	11288	1.00	$65,998	$66,252	$66,252	HAMMOND	DANIEL	60105
BENEFITS CLERK - PART TIME	11094	0.73	$38,077	$38,223	$38,223	HULBERT	SARAH	60106
TOTAL BUDGETED POSITIONS		**4.73**	**$370,898**	**$372,324**	**$372,324**			

Notes:

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Human Resources

Account Title: Dept Manager Salary Exp

Department Number: 21108 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$83,188	$0	$97,165	$111,444	$110,701

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$115,446	$115,446		$4,001

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Human Resources

Account Title: F-T Employee Wage Exp

Department Number: 21108 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$111,835	$0	$193,571	$205,618	$205,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$218,655	$218,655		$13,037

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Human Resources

Account Title: P-T Employee Wage Exp

Department Number: 21108 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$19,788	$0	$21,657	$31,886	$31,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$38,223	$38,223		$6,338

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Human Resources

Account Title: Incident Initiative

Department Number: 21108 Account Number: 60219

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$709	$0	$3,259	$30,000	$30,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	$3,000 (Decrease)
	$143,600	$143,600		$113,600

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Behavioral Health Consultant/contractor	$141,600.00
Ergonomic/Safety Improvements to Work Stations	$2,000.00
	$143,600.00

*ergo/safety- to purchase items for the building as needed throughout the year such as first aid items, signage, small things picked up in inspections that need to be fixed in addition to workstations that need to be adjusted or newly purchased for ergonomics

CISM	3x/year	$2,400	$7,200
Peer support trainings	48 hours	$200	$9,600
12 weekly office hours	624	$200	$124,800
(office hours to include membership quarterly trainings, quarterly family trainings, 8 hours twice per year of resiliency trainings, referrals for clinicians or programs, proactive counseling/programming to reduce sick time use and workers comp claims while increasing productivity, physical health, mental health and wellbeing			
		TOTAL	**$141,600**

*all clinicians I spoke with charge $150-250 per hour

Reduced 624 hrs to 312 hrs

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Human Resources

Account Title: Dues/Memberships Expense

Department Number: 21108 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$220	$0	$145	$0	$299

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$299	$299		$299

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

SHRM (Society for Human Resource Management)	$264.00
MLGHRA (ME Local Government Human Resources Association)	$35.00
	$299.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Human Resources

Account Title: Conferences/Training Expense

Department Number: 21108 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$10,417	$7,591	$9,218	$9,815	$10,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 12,390.00	$ 10,890.00		$1,075

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

MMA Conference	$	450.00
MMA Labor Law Workshop	$	340.00
Travel	$	1,100.00
Employee Banquet	$	6,000.00
Professional Development and other misc HR trainings---	$	4,500.00
*HR- Maine HR Convention, Maine Safety Conference, FMLA training, State and Federal employment law updates	$	12,390.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Human Resources

Account Title: E2E Leadership Training

Department Number: 21108 Account Number: 60254

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$9,164	$15,550	$12,313	$15,550	$15,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 15,550.00	$ 15,550.00		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

E2E Support Costs

	# Participants	$$/Item	# Items		
Awards	12	$75	1	$	900.00
STM Assessment	12	$1,000	1	$	12,000.00
Lunches		$275	6	$	1,650.00
Celebration Luncheon		$1,000	1	$	1,000.00
				$	15,550.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Human Resources

Account Title: Other Training

Department Number: 21108 Account Number: 60255

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$15,814	$0	$6,130	$20,000	$19,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$19,260.00	$18,644.00		($1,356)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Retention/Recruitment Initiatives

3 Day Onboarding

City of Biddeford swag supplies (reducing bc of excess supplies we currently have)				$500.00
Mentor Lunches	# Lunches	Hires/Yr	$$/Lunch	
	2	70	$14.00	$1,960.00

All City Staff Training, Workshops, & Events

Food	# Events/Yr	# Employees	$$/Employee	
	6	30	$10.00	$1,800.00
Consultants- management training; communication, labor laws, leadership, customer service principles, conflict management; focus on retention				$15,000.00
				$19,260.00

Reduced Hires/Yrs to 48

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Human Resources

Account Title: Other Prof/Consult Srvs Exp

Department Number: 21108 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Human Resources

Account Title: Advertising

Department Number: 21108 Account Number: 60320

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$27,690	$0	$4,252	$19,000	$20,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$22,500	$14,550		($4,450)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Cost of Recruiting/Posting

# Ave Advertised Positions	Ave Cost of Ads		
70	$300.00	$	21,000.00

Out-of-State Background Checks

# Ave Background Checks	$$/Background Check		
10	$150.00	$	1,500.00
		$	22,500.00

The market for the most talented and skilled employees, the future of our departments and the City of Biddeford, is the most difficult it has been in many years. Plan to track spending and the efficacy of those dollars more closely to create a results oriented approach to attracting and retaining the best talent.

YTD Indeed- $10,262

Recruitment costs includes full seasonal staff recruitment for every summer in addition to full time, regular needs

Reduced recruiting to 48

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Human Resources

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21108 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$512	$0	$455	$2,200	$2,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,200	$2,200		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Labor Law Posters for Buildings (required)	$400.00
Misc Supplies (Pen, paper, notebooks, etc)	$1,800.00
	$2,200.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Human Resources

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21108 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ -	$ -		$ -

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

City of Biddeford, Maine

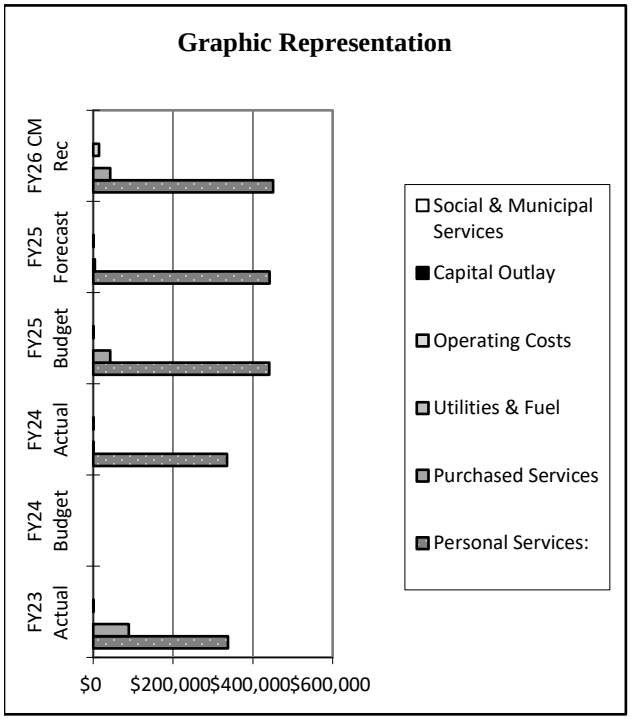
Fiscal Year 2026

Budget: Planning/Economic Development

Account Number: 21109

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$337,808	$0	$335,100	$441,321	$442,200	$136,227	$451,071	$447,513
Purchased Services	$89,196	$0	$1,050	$43,075	$4,065	$0	$43,075	$38,075
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$993	$0	$960	$1,000	$912	$451	$14,750	$14,400
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$427,997**	**$0**	**$337,110**	**$485,396**	**$447,177**	**$136,677**	**$508,896**	**$499,988**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$34,783**
Workers Comp	**$2,588**
Health Insurance	**$80,921**
Retirement	**$37,386**
Unemployment	**$328**
Other Insurance	**$5,085**
Total Fringe Benefit Impact	**$161,091**
# of Full Time Employees	**5.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$441,321	$447,513	$6,192	1.4%
Purchased Services	$43,075	$38,075	-$5,000	-11.6%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$1,000	$14,400	$13,400	1340.0%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$485,396**	**$499,988**	**$14,592**	3.0%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$106,154	$0	$77,744	$129,144	$129,000	$46,840	$129,144	$129,144
60102	Mid Mgmt Hrly Employee Wa	$111,410	$0	$125,700	$105,404	$104,998	$36,411	$105,402	$105,402
60105	F-T Employee Wage Exp	$117,911	$0	$119,126	$198,865	$206,127	$52,975	$207,422	$207,422
60106	P-T Employee Wage Exp	$0	$0	$12,000	$0	$0	$0	$0	$0
60111	Overtime Wage Expense	$90	$0	$0	$0	$0	$0	$0	$0
60251	Conferences/Training Expense	$525	$0	$0	$4,000	$0	$0	$4,000	$2,000
60252	Travel/Mileage Expense	$229	$0	$229	$1,000	$600	$0	$1,603	$1,000
60253	Food/Lodging Expense	$862	$0	$0	$1,250	$1,475	$0	$1,400	$900
60256	Dues/Memberships Expense	$627	$0	$300	$1,658	$0	$0	$2,100	$1,645
Totals		**$337,808**	**$0**	**$335,100**	**$441,321**	**$442,200**	**$136,227**	**$451,071**	**$447,513**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60306	Other Prof/Consult Srvs Exp	$89,196	$0	$1,050	$43,075	$4,065	$0	$43,075	$38,075
Totals		**$89,196**	**$0**	**$1,050**	**$43,075**	**$4,065**	**$0**	**$43,075**	**$38,075**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60500	Admin/Office Supp/Eqt Non-C	$958	$0	$960	$1,000	$912	$451	$1,200	$1,000
60501	Operating Supp/Eqt Non-Cap	$35	$0	$0	$0	$0	$0	$300	$150
60502	Printing & Copying Expense	$0	$0	$0	$0	$0	$0	$0	$0
60797	Miscellaneous Expense	$0	$0	$0	$0	$0	$0	$13,250	$13,250
Totals		**$993**	**$0**	**$960**	**$1,000**	**$912**	**$451**	**$14,750**	**$14,400**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21109 Planning/Economic Development

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
COMM./ECON. DEV. DIRECTOR	11423	1.00	$ 128,649	$ 129,144	$ 129,144	GERVAIS	GEORGE	60101
PLANNER	11301	1.00	$ 104,998	$ 105,402	$ 105,402	GALBRAITH	DAVID	60102
ADMINISTRATIVE ASST.	11063	1.00	$ 57,491	$ 57,712	$ 57,712	WHITTEN	NAN	60105
ASST. PLANNER	11450	1.00	$ 73,008	$ 73,289	$ 73,289	IRIQAT	ODAY	60105
ECONOMIC DEVELOPMENT COORDINATOR	10635	1.00	$ 76,128	$ 76,421	$ 76,421	FAVREAU	BRADFORD	60105
TOTAL BUDGETED POSITIONS		**5.00**	**$ 440,275**	**$ 441,968**	**$ 441,968**			

Notes:

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: Dept Manager Salary Exp

Department Number: 21109 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$106,154	$0	$77,744	$129,144	$129,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$129,144	$129,144		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

COMM./ECON. DEV. DIRECTOR

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21109 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$111,410	$0	$125,700	$105,404	$104,998

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$105,402	$105,402		-$2

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Deputy Director/Planner

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: P-T Employee Wage Exp

Department Number: 21109 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$12,000	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: F-T Employee Wage Exp

Department Number: 21109 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$117,911	$0	$119,126	$198,865	$206,127

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$207,422	$207,422		$8,557

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

ECONOMIC DEVELOPMENT COORDINATOR
ADMINISTRATIVE ASST.
ASSIST PLANNER

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: Overtime Wage Expense

Department Number: 21109 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$90	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: Conferences/Training Expense

Department Number: 21109 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$525	$0	$0	$4,000	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,000	$2,000		-$2,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

APA $1,000 (cost of annual meeting, travel, hotel, food)	$	1,000.00
IEDC $2,000 (same)	$	2,000.00
Training & Conf	$	1,000.00
	$	4,000.00

Training and Conferences:

David/George - APA is offereing an Online version of the Annual Conference at a greatly reduced cost: American Planning Institute (ongoing certifcation, annual conf.), Maine Association of Planning, transit planning, others

George/Brad: International Economic Development Council (Economic Future Forum; training/ certification and/or national conference), Maine Real Estate and Development Association (MEREDA), Historic Preservation

Assistant Planner - American Planning Association Regional Conference and local training (SmartGrowth, etc.)

CDBG Coor: all training is covered through CDBG funds, some general fund for community engagement

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: Travel/Mileage Expense

Department Number: 21109 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$229	$0	$229	$1,000	$600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,603	$1,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

The travel is related to the additional areas we are involved in as we build out the community development strategy for Biddeford and to facilitate staff training. This will require more training in certain areas and more networking outside the community through the individual contacts of department members as we work to identify financial resources and and best practices to move forward. Travel inside the state and regionally is contemplated.

Miles	Rate	Total
2290	$0.70	$1,603.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: Food/Lodging Expense

Department Number: 21109 Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$862	$0	$0	$1,250	$1,475

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,400	$900		-$350

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Food, lodging and expense for training and networking inside and outside the state

Food	$	350.00
Lodging	$	1,050.00
	$	1,400.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: Dues/Memberships Expense

Department Number: 21109 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$627	$0	$300	$1,658	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,100	$1,645		-$13

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

These are membership fees that we anticipate:

American Planning Association	$	543.00
Maine Community Development Association	$	100.00
Maine Association of Planners	$	160.00
International Economic Development Council	$	455.00
Economic Development Council of Maine	$	125.00
MEREDA	$	400.00
MDF	$	150.00
National Association of Preservation Commissions	$	100.00
Total	$	2,033.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: Other Prof/Consult Srvs Exp

Department Number: 21109 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$89,196	$0	$1,050	$43,075	$4,065

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$43,075	$38,075		($5,000)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Anticipated legal work regarding projects	$8,075
Eng. & consultants - planning activities	$35,000
TOTAL	$43,075

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21109 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$958	$0	$960	$1,000	$912

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,200	$1,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Administrative supplies for the office:

file folders	$	30.00
paper	$	60.00
breakroom	$	125.00
pens	$	90.00
calendars	$	50.00
business cards	$	280.00
legal&ledger paper	$	136.00
card stock	$	48.00
post-its	$	25.00
tape	$	33.00
paper clips	$	20.00
staples	$	10.00
clips	$	23.00
labels	$	70.00
TOTAL	$	1,000.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21109 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$35	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$300	$150		$150

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Operating Equipment technology software licenses, etc.

Desc	Unit Price	Units		Total
Anticipate Misc office equip. supplies			$	300.00
			$	-
			$	-
			$	-
			$	-
			$	-
			$	-
			$	-
			$	300.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: Printing & Copying Expense

Department Number: 21109 Account Number: 60502

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

We are covering most printing through grant proceeds or using email.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Planning/Economic Development

Account Title: Miscellaneous Expense

Department Number: 21109 Account Number: 60797

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$13,250	$13,250		$13,250

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Committee Funding Requests (from 21128)	FY25	FY26
Biddeford Conservation Commission	$3,000.00	$3,000.00
Planning Board	$3,500.00	$3,500.00
Climate Task Force	$3,000.00	$3,000.00
Historic Preservation Commission	$1,000.00	$1,000.00
Downtown Development Committee	$1,000.00	$1,000.00
Public Arts Commission	$1,250.00	$1,250.00
Citizens Advisory Committeee	$0.00	$500.00
	$12,750.00	$13,250.00

Moved from 21128

City of Biddeford, Maine

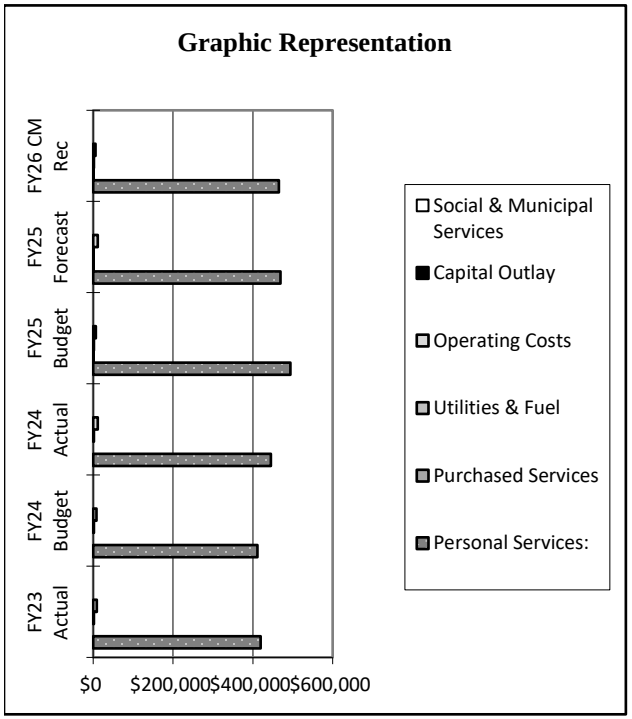
Fiscal Year 2026

Budget: Code Enforcement/Inspections

Account Number: 21110

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$419,174	$411,336	$444,835	$493,877	$469,639	$177,545	$464,850	$463,845
Purchased Services	$0	$0	$0	$1,000	$250	$0	$500	$500
Utilities & Fuel	$1,583	$1,500	$1,416	$2,000	$1,000	$0	$1,400	$1,400
Operating Costs	$9,300	$8,400	$11,650	$6,800	$11,045	$678	$6,200	$5,182
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$430,057**	**$421,236**	**$457,901**	**$503,677**	**$481,934**	**$178,223**	**$472,950**	**$470,927**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$36,146**
Workers Comp	**$8,135**
Health Insurance	**$104,475**
Retirement	**$33,876**
Unemployment	**$230**
Other Insurance	**$6,497**
Total Fringe Benefit Impact	**$189,358**
# of Full Time Employees	**5.65**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$493,877	$463,845	-$30,032	-6.1%
Purchased Services	$1,000	$500	-$500	-50.0%
Utilities & Fuel	$2,000	$1,400	-$600	-30.0%
Operating Costs	$6,800	$5,182	-$1,618	-23.8%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$503,677**	**$470,927**	**-$32,750**	-6.5%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$80,518	$88,330	$89,368	$97,129	$115,481	$36,854	$104,333	$104,333
60102	Mid Mgmt Hrly Employee Wa	$93,584	$67,000	$97,773	$73,212	$75,000	$36,373	$75,293	$75,293
60105	F-T Employee Wage Exp	$241,961	$253,256	$257,168	$314,516	$274,143	$103,137	$275,204	$275,204
60106	P-T Employee Wage Exp	$0	$0	$0	$0	$0	$0	$0	$0
60111	Overtime Wage Expense	$1,593	$1,000	$173	$3,000	$1,000	$771	$5,500	$5,500
60230	Clothing/Uniforms Expense	$0	$750	$32	$3,000	$1,500	$0	$1,500	$500
60251	Conferences/Training Expense	$1,058	$500	$130	$2,500	$2,000	$340	$2,500	$2,500
60252	Travel/Mileage Expense	$0	$0	$0	$0	$0	$0	$0	$0
60256	Dues/Memberships Expense	$460	$500	$190	$520	$515	$70	$520	$515
Totals		**$419,174**	**$411,336**	**$444,835**	**$493,877**	**$469,639**	**$177,545**	**$464,850**	**$463,845**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60306	Other Prof/Consult Srvs Exp	$0	$0	$0	$1,000	$250	$0	$500	$500
Totals		**$0**	**$0**	**$0**	**$1,000**	**$250**	**$0**	**$500**	**$500**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60411	Gasoline Expense	$1,583	$1,500	$1,416	$2,000	$1,000	$0	$1,400	$1,400
Totals		**$1,583**	**$1,500**	**$1,416**	**$2,000**	**$1,000**	**$0**	**$1,400**	**$1,400**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60453	Vehicle Repair/Tires/Oil Exp	$6,425	$6,500	$8,877	$4,000	$8,995	$0	$3,500	$3,000
60500	Admin/Office Supp/Eqt Non-C	$1,852	$900	$1,426	$1,800	$1,500	$576	$1,800	$1,400
60501	Operating Supp/Eqt Non-Cap	$110	$500	$547	$500	$300	$102	$500	$382
60797	Miscellaneous Expense	$912	$500	$800	$500	$250	$0	$400	$400
Totals		**$9,300**	**$8,400**	**$11,650**	**$6,800**	**$11,045**	**$678**	**$6,200**	**$5,182**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21110 Code Enforcement/Inspections

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
CODE ENFORCEMENT OFFICER	24253	0.90	$103,933	$104,333	$104,333	FECTEAU	ROBY	60101
ASSISTANT CODE ENFORCEMENT OFF	10828	1.00	$75,005	$75,293	$75,293	FENTON	MEGHAN	60102
ADMINISTRATIVE ASST.	12250	1.00	$62,005	$62,243	$62,243	CHARRON	DANIELLE	60105
CIVIL VIOLATIONS ENFORCE. OFF.	49750	1.00	$92,997	$93,354	$93,354	MONTEITH	GEORGE H	60105
ELECTRICAL INSPECTOR	11196	0.75	$54,148	$54,356	$54,356	PRESCOTT	ROBERT	60105
LIFE SAFETY INSPECTOR	68400	1.00	$65,000	$65,250	$65,250	WELTON	SCOTT	60105
TOTAL BUDGETED POSITIONS		**5.65**	**$453,087**	**$454,830**	**$454,830**			

Notes:

City Manager based on 52.2 weeks, Annual Total based on 52 weeks.
CEO also serves as Emergency Managent Director @ 10%

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Code Enforcement/Inspections

Account Title: Dept Manager Salary Exp

Department Number: 21110 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$80,518	$88,330	$89,368	$97,129	$115,481

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$104,333.18	$104,333		$7,204

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Code Enforcement/Inspections

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21110 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$93,584	$67,000	$97,773	$73,212	$75,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$75,293	$75,293		$ 2,081.11

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Deputy Director moved to 60102 from 60105 to be consistent with coding as deputy director

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Code Enforcement/Inspections

Account Title: F-T Employee Wage Exp

Department Number: 21110 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$241,961	$253,256	$257,168	$314,516	$274,143

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$275,204	$275,204		-$39,312

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Code Enforcement/Inspections

Account Title: Overtime Wage Expense

Department Number: 21110 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,593	$1,000	$173	$3,000	$1,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,500	$5,500		$2,500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

3 non-union on call staff get 50.00 per week stipend for their on-call rotation. On-call employees are required to carry a city issued phone outside their normal work day for a week at a time every month

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Code Enforcement/Inspections

Account Title: Conferences/Training Expense

Department Number: 21110 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,058	$500	$130	$2,500	$2,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,500	$2,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

CODE BOOKS and Training
NFPA certifications for open position (Residential Life Safety inspector)

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Code Enforcement/Inspections

Account Title: Dues/Memberships Expense

Department Number: 21110 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$460	$500	$190	$520	$515

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$520	$515		($5)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

MBOIA and NFPA Memberships

Detail (check)	
MBIOA	$70.00
IAEI Membership	$120.00
NFPA Membership	$175.00
License Reinbursement*	$150.00
	$515.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Code Enforcement/Inspections

Account Title: Gasoline Expense

Department Number: 21110 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,583	$1,500	$1,416	$2,000	$1,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,400	$1,400		($600)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Per DPW

Gasoline:

Gallons	$$/Gal	Subtotal
		$ -

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Code Enforcement/Inspections

Account Title: Clothing/Uniforms Expense

Department Number: 21110 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$750	$32	$3,000	$1,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,500	$500		-$2,500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Uniform shirts

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Code Enforcement/Inspections

Account Title: Other Prof/Consult Srvs Exp

Department Number: 21110 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$1,000	$250

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		-$500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contractors for third party reviews, structural engineers, and contractors for boarding up sturctures - Contingency

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Code Enforcement/Inspections

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 21110 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6,425	$6,500	$8,877	$4,000	$8,995

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,500	$3,000		-$1,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Per DPW

Unit #	81	90	91	92
PM	$150.00	$250.00	$350.00	$250.00
Tires				
Brakes				
Paint				
Misc	$400.00	$1,000.00	$600.00	$500.00
	$550.00	$1,250.00	$950.00	$750.00

Total $ 3,500.00

Over budget because one of the cars had an exhasut leak.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Code Enforcement/Inspections

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21110 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,852	$900	$1,426	$1,800	$1,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,800	$1,400		-$400

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Office supplies/ business cards
Paper for permits that city does not supply. (Card stock) Pens (assorted colors) Pencils, Markers and note books

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Code Enforcement/Inspections

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21110 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$110	$500	$547	$500	$300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$382		-$118

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

gloves, masks, caution tape, nails, screws	$382.00
	$382.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Code Enforcement/Inspections

Account Title: Miscellaneous Expense

Department Number: 21110 Account Number: 60797

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$912	$500	$800	$500	$250

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$400	$400		-$100

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Misc items the office may need
Specialty items like cables for the tv in the office, batteries, storage containers for files

City of Biddeford, Maine

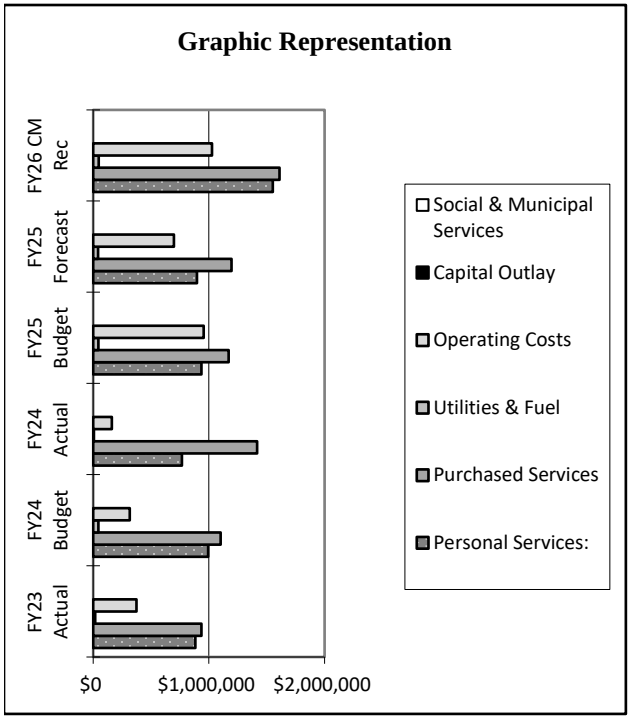
Fiscal Year 2026

Budget: General Administration

Account Number: 21111

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$883,952	$993,918	$765,670	$935,564	$895,460	$213,624	$1,552,845	$1,552,845
Purchased Services	$935,517	$1,102,387	$1,416,072	$1,170,134	$1,194,191	$1,238,955	$1,610,826	$1,456,755
Utilities & Fuel	$18,277	$44,000	$7,542	$45,800	$42,000	$2,162	$48,320	$48,320
Operating Costs	$374,569	$316,979	$162,463	$954,036	$698,000	$467,191	$1,027,496	$1,025,696
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$2,212,315**	**$2,457,284**	**$2,351,747**	**$3,105,534**	**$2,829,651**	**$1,921,932**	**$4,239,487**	**$4,083,616**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$11**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$11**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$935,564	$1,552,845	$617,281	66.0%
Purchased Services	$1,170,134	$1,456,755	$286,621	24.5%
Utilities & Fuel	$45,800	$48,320	$2,520	5.5%
Operating Costs	$954,036	$1,025,696	$71,660	7.5%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$3,105,534**	**$4,083,616**	**$978,083**	31.5%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60105	F-T Employee Wage Exp	$0	$0	$0	$0	$0	$0	$0	$0
60107	Interns	$0	$0	$1,050	$0	$0	$910	$0	$0
60125	SevSickPay	$0	$0	$0	$0	$0	$0	$0	$0
60210	HPHC Ins Employer Share Ex	$9,278	$0	$717	$0	$0	$0	$0	$0
60214	Retiree Health Premiums Expe	$196,544	$198,600	$202,025	$203,760	$204,720	$89,932	$205,733	$205,733
60256	Dues/Memberships Expense	$32,353	$32,400	$54,071	$43,854	$45,240	$0	$357,375	$357,375
60259	Unemployment Comp Exp	$0	$0	$0	$7,500	$1,500	$0	$7,500	$7,500
60370	Workers Comp Insurance Exp	$645,777	$762,918	$507,807	$680,450	$644,000	$122,782	$982,237	$982,237
Totals		**$883,952**	**$993,918**	**$765,670**	**$935,564**	**$895,460**	**$213,624**	**$1,552,845**	**$1,552,845**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60301	Legal Services Expense	$104,366	$82,000	$105,173	$82,000	$103,000	$34,643	$100,000	$100,000
60302	Audit Services Expense	$69,584	$57,600	$28,800	$50,880	$51,000	$0	$81,900	$81,900
60304	Registry of Deeds Fee Expens	$6,432	$7,158	$5,002	$9,870	$7,680	$5,959	$7,700	$7,700
60306	Other Prof/Consult Srvs Exp	$50,690	$11,600	$488,000	$10,000	$232,650	$174,603	$20,000	$20,000
60308	Actuarial Expense	$4,600	$7,500	$3,100	$8,000	$3,100	$0	$8,000	$8,000
60310	Service Contracts Expense	$21,683	$17,000	$27,256	$17,400	$23,000	$8,538	$91,799	$28,799
60315	User License Expense	$313,150	$515,836	$396,053	$565,478	$395,254	$380,769	$787,145	$737,520
60319	Employee Assistance Program	$9,440	$16,822	$14,155	$16,800	$10,000	$5,893	$16,400	$16,400
60320	Advertising	$26,636	$21,848	$14,073	$27,500	$18,000	$3,473	$51,477	$24,400
60322	UCC Expense	$0	$0	$0	$0	$0	$0	$0	$0
60325	Postage/Shipping Expense	$27,902	$22,998	$22,584	$37,500	$26,900	$5,832	$41,269	$26,900
60371	General Insurance Expense	$42,426	$43,606	$43,774	$47,094	$47,300	$143,304	$47,700	$47,700
60372	Vehicle Insurance Expense	$113,818	$103,275	$103,275	$113,603	$108,000	$158,240	$184,187	$184,187
60373	Building/Boiler Insurance Exp	$44,708	$91,348	$91,348	$98,656	$95,700	$11,365	$96,145	$96,145
60377	Surety Bonds Expense	$2,044	$1,995	$175	$1,645	$1,600	$175	$1,645	$1,645
60379	Public Official Liab Insur Exp	$34,442	$36,800	$15,596	$39,008	$35,000	$22,124	$32,459	$32,459
60380	Police Prof Liab Insur Exp	$34,189	$35,000	$38,798	$35,700	$34,007	$282,334	$35,000	$35,000
60383	Insurance Deductibles	$29,406	$30,000	$18,909	$9,000	$2,000	$1,704	$8,000	$8,000
Totals		**$935,517**	**$1,102,387**	**$1,416,072**	**$1,170,134**	**$1,194,191**	**$1,238,955**	**$1,610,826**	**$1,456,755**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60402	Phone/Celular/Paging Exp	$11,205	$21,000	$7,542	$22,300	$18,600	$2,162	$20,000	$20,000
60406	Fiber/Internet Expense	$7,071	$23,000	$0	$23,500	$23,400	$0	$28,320	$28,320
Totals		**$18,277**	**$44,000**	**$7,542**	**$45,800**	**$42,000**	**$2,162**	**$48,320**	**$48,320**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60500	Admin/Office Supp/Eqt Non-C	$3,704	$3,649	$3,649	$3,890	$3,600	$0	$3,700	$3,700
60501	Operating Supp/Eqt Non-Cap	$8,554	$14,286	$17,048	$10,000	$8,400	$1,897	$8,100	$8,100
60502	Printing & Copying Expense	$15,735	$16,800	$11,034	$18,000	$13,000	$5,763	$13,900	$12,100
60701	Bad Debt Expense	$0	$0	$0	$0	$0	$0	$0	$0
60703	Donations & Contributions	$0	$0	$0	$0	$0	$0	$0	$0
60794	Unallocated	$0	$0	$0	$0	$0	$0	$0	$0
60795	Personnel Reserve	$347,477	$224,245	$132,143	$322,146	$193,000	$59,725	$389,796	$389,796
60797	Miscellaneous Expense	($901)	$8,000	($1,411)	$50,000	$430,000	$399,806	$62,000	$62,000
60798	Contingency	$0	$0	$0	$500,000	$0	$0	$500,000	$500,000
60799	Transfer Out to Other Funds	$0	$50,000	$0	$50,000	$50,000	$0	$50,000	$50,000
Totals		**$374,569**	**$316,979**	**$162,463**	**$954,036**	**$698,000**	**$467,191**	**$1,027,496**	**$1,025,696**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21111 General Administration

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
INTERN	6	-	$0	$0	$0	-	-	60107
TOTAL BUDGETED POSITIONS		**$0**	**$0**	**$0**	**$0**			

Notes:

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Interns

Department Number: 21111 Account Number: 60107

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$1,050	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Intern(s)
Balance to be carried forward as "intern/mgt analyst" reserve account. Replenished to $30,000 annaully

Amount needed for FY23 is $4,500
No expense YTD in FY24 therefore no replenishment needed

given the budget pressures this year, not recommending to replimish the account

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: HPHC Ins Employer Share Exp

Department Number: 21111 Account Number: 60210

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$9,278	$0	$717	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Moved to 21179 Fringe Benefits

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Retiree Health Premiums Expens

Department Number: 21111 Account Number: 60214

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$196,544	$198,600	$202,025	$203,760	$204,720

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 205,732.91	$ 205,732.91		$1,973

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	PER MO	**PER YEAR**	
Row Labels	**Sum of AMOUNT**		
Fire	$ 7,363.47	$ 88,361.60	
Non-Union	$ 1,540.71	$ 18,488.55	
Police	$ 7,240.74	$ 86,888.90	
PW Non Sup	$ 3,603.61	$ 43,243.27	
PW Sup	$ 808.25	$ 9,699.03	
Grand Total	$ 20,556.78	$ 246,681.34	
		$ (40,948.43)	12 ee's reimburse $3,412.37/mo
		$ 205,732.91	as per invoices from insurance, and ee dob

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Dues/Memberships Expense

Department Number: 21111 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$32,353	$32,400	$54,071	$43,854	$45,240

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 357,375.00	$ 357,375.00		$313,521

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Organization		**Fee**
Maine Municipal Assoc - Annual Membership (Calendar yr membership notice Jan 25 $27,378)	$	27,590.00
Maine Service Centers Coalition	$	2,600.00
Biddeford Saco Chamber of Commerce	$	12,000.00
Moved from Municipal Services - 21128		
BSOOB Dues/Membership	$	280,000.00
Eastern Trail Alliance Dues/Membership	$	5,000.00
Saco River Corridor Commission	$	10,000.00
Southern Maine Planning & Development Corporation	$	10,049.00
Southrn Maine Finance Agency	$	10,136.00
	$	357,375.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Unemployment Comp Exp

Department Number: 21111 Account Number: 60259

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$7,500	$1,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$7,500	$7,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year	Budget	Actual	Difference	
2012	$60,000	$28,361	-$31,639	
2013	$35,000	$3,122	-$31,878	
2014	$20,000	$14,017	-$5,983	
2015	$30,000	$19,606	-$10,394	
2016	$25,396	$0	-$25,396	
2017	$25,000	$0	-$25,000	
2018	$15,000	$7,316	-$7,684	
2019	$15,000	$0	-$15,000	
2020	$15,000	$234	-$14,766	
2021	$35,000	$27,910	-$7,090	*Covid Influenced*
2022	$24,910	$0	-$24,910	
2023	$17,500	$0	-$17,500	
2024	$15,000	$0	-$15,000	
2025	$7,500			

$ 7,736

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Legal Services Expense

Department Number: 21111 Account Number: 60301

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$104,366	$82,000	$105,173	$82,000	$103,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100,000	$100,000		$18,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Change in mgt practices and experience is resulting in reductions in expenditures; majority of costs are related to:

1. Ongoing litigation (nearing end)
2. Attendance at meetings

Fiscal Yr	Budget	Actual	Difference vs Budget
2013	$140,000	$213,505	-$73,505
2014	$140,000	$144,851	-$4,851
2015	$140,000	$201,585	-$61,585
2016	$150,000	$201,431	-$51,431
2017	$135,000	$90,081	$44,919
2018	$105,000	$83,882	$21,118
2019	$90,000	$115,415	-$25,415
2020	$80,000	$152,773	-$72,773
2021	$80,000	$171,827	-$91,827
2022	$105,000	$69,333	$35,667
2023	$105,000	$104,366	$634
2024	$82,500	$105,173	-$22,673
2025	$82,000		
Average	$ 110,346.15	$137,852	
Median	$105,000	$130,133	
Maximum	$150,000	$213,505	

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Audit Services Expense

Department Number: 21111 Account Number: 60302

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$69,584	$57,600	$28,800	$50,880	$51,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$81,900	$81,900		$31,020

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Must go to bid per HUD in FY25; concerned about availability of public auditing firms, hence price increase

History

Fiscal Yr	Budget	Actual	
2013	$32,760	$32,710	
2014	$34,000	$33,670	
2015	$34,460	$34,410	
2016	$35,501	$31,360	
2017	$35,300	$39,173	
2018	$38,818	$34,020	
2019	$38,000	$33,280	
2020	$35,000	$27,392	
2021	$35,000	$51,000	
2022	$35,000	$44,992	
2023	$75,000	$76,300	per RFP contracted pricing throuch
2024	$49,440	$48,670	Est
2025	$50,880	$51,000	Est

FY2026 Estimate covers two audits in the FY (FY25 and FY26

64% General Fund
23% Schools
13% Wastewater

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Registry of Deeds Fee Expense

Department Number: 21111 Account Number: 60304

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6,432	$7,158	$5,002	$9,870	$7,680

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$7,700	$7,700		($2,170)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

History

Fiscal Year	*Actual*	
FY2014	$9,223	
FY2015	$10,504	
FY2016	$11,814	
FY2017	$14,147	
FY2018	$5,311	
FY2019	$11,663	
FY2020	$5,754	
FY2021	$10,624	
FY2022	$4,040	
FY2023	$6,432	
FY2024	$5,002	Est
FY2025	$7,680	Est
Average	$8,516	
Median	$8,452	
Maximum	$14,147	

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Other Prof/Consult Srvs Exp

Department Number: 21111 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$50,690	$11,600	$488,000	$10,000	$232,650

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$20,000	$20,000		$10,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Description	*Unit*	*Unit Price*	*Subtotal*
Misc. Contingency	1	$10,000.00	$10,000.00

Funding for misc. outside consultants and experts reqired during the year to support pace of project work
Moved from Administration (21102)

CM - Expenses for FY24 and FY25 reflect add'l audit services to catch up
FY26 Budget includes expenses for audit clean-up is needed

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Actuarial Expense

Department Number: 21111 Account Number: 60308

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,600	$7,500	$3,100	$8,000	$3,100

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,000	$8,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 Est. Expended reflects cyclic audit cycle. The process moving forward reflects a complete review followed by a cursory recaluclation resulting in lower expenses. Fee is anticipated to fluctuate every other year. FY25 request reflects a recalculation.

History

Fiscal Yr	Budget	Actual
2013	$3,500	$4,450
2014	$3,500	$3,800
2015	$4,000	$1,750
2016	$4,000	$9,300
2017	$9,000	$7,300
2018	$8,000	$2,000
2019	$4,000	$8,300
2020	$8,300	$2,750
2021	$8,300	$10,850
2022	$4,000	$7,500
2023	$10,800	$9,200
2024	$8,000	$3,100
2025	$8,000	$3,100

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Service Contracts Expense

Department Number: 21111 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$21,683	$17,000	$27,256	$17,400	$23,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$91,799	$28,799		$11,399.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	*Expense*
Flourent	$8,114
Csone	$8,454
Mail- Finance Lease	$3,456
PCORI Fees	$515
Quadient Leasing	$3,460
Bill Trust	$2,100
Chargepoint (EV Chargers)	$2,700
NEW Outsourcing Payroll Services (TBD)	$63,000
	$91,799

History

Fiscal Yr	Budget	Actual
2015	$14,000	$13,705
2016	$14,000	$15,840
2017	$11,115	$15,374
2018	$11,130	$15,957
2019	$11,900	$14,578
2020	$12,973	$14,703
2021	$14,475	$14,991
2022	$17,932	$28,276
2023	$17,900	$21,683
2024	$17,421	$27,256 Est
2025	$17,400	$23,000 Est
Minimum	$11,115	$13,705
Average	$14,568	$18,669
Maximum	$17,932	$28,276

CM - Outsourcing payroll not included in recommendation

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: User License Expense

Department Number: 21111 Account Number: 60315

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$313,150	$515,836	$396,053	$565,478	$395,254

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 787,145	$ 737,520		$172,042.16

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Reflects increases in existing fees and software and addition of new software as listed below.

	Unit	Unit Price	Subtotal
Existing Software & Licenses	1	$ 479,149.00	$ 479,149.00
Hardware	1	$ 928.00	$ 928.00
New Software	1	$ 105,193.16	$ 105,193.16
New Software Implementation (EnerGov)	1	$ 76,875.00	$ 76,875.00
Stabilization Plan	1	$ 125,000.00	$ 125,000.00
			$ 787,145.16

Civic Plus - EnerGov software for permiting:

Implementation	$76,875.00	This is a on-time fee for implementation
Annual Licensing	$49,625.00	Add
Munis Codes Module	-$27,159.00	Deduct -EnerGov replaces this Munis module
Munis Bus. Licences	-$11,995.00	Deduct -EnerGov replaces this Munis module
Net increase	$10,471.00	This is the annual impact not counting implementation

CM - City Manager recommendation does not include EnerGov software. If software is approved, the budget number will be the "Department Request" minus any other deductions.

Acronis	$4,800.00	Cloud Backup Software
Acronis Cloud Storage	$20,000.00	Cloud Backup Space
Adobe DC Pro Subscription	$4,550.00	Adobe Acrobat Licensing
Aplus.net	$58.00	Domain name registration
Archive Social	$7,900.00	Social Media Archive
Baracuda Webfilter	$6,632.00	Webfiltering
Barracuda Essentials	$14,324.00	Archive and Email Security
Baracuda Impersonation Detection	$2,000.00	Cyber Threat Detection
Ninja One	$3,500.00	Replaces Beyond Trust
C-Cure	$4,200.00	Door Lock Software City Hall and DPW
Cisco Smartnets	$4,721.00	Switch Smartnets
Citrix	$0.00	Subscription Advantage
Citrix Share File	$3,200.00	Secure File Sharing
Civic Plus Website	$4,300.00	Website service/Webpage
Civic Plus Meetings	$16,900.00	Website Meeting Integration
Digi Cert Certificate	$2,096.00	Websites Certificates
ESRI Maintenance	$27,500.00	GIS Software, Includes Development Visualization
Exacq	$750.00	Video Software
Fortinet	$1,400.00	VPN Client
Key Code Media	$2,700.00	Board/Committee Agenda Software
Last Pass	$650.00	Password Manager
Meraki Wireless	$9,500.00	Meraki Subcription
Microsoft MS365 Hosted Licensing (Trusted Tech)	$78,000.00	All Sofware Licenses for MS365
Microsoft EMS	$0.00	Two factor Authentication
Microsoft Planner	$0.00	Planner Application
Microsoft Teams	$0.00	Teams Application
Monday.com	$750.00	PW task Manager
Munis SaaS	$126,932.00	All Munis Modules (reflects deduction of $39,154 for EnerGov impacts)
Munis Pace Training	$18,108.00	Prepaid training hrs for staff
MX Archiver	$400.00	Zultys Archiver
Power DMS	$3,994.00	From PD - Internal training record and cert. software
Scale maint	$23,500.00	Support and replacement
DocuPhase	$6,000.00	Document Archiving
Trend Micro	$8,087.00	Virus protection
Vision Hosted SAAS	$8,000.00	Vison Software
Vision CAMA	$19,600.00	Vision Maintenance, Hosting, and Commitment Services
Vision GIS	$1,000.00	Vison GIS Webpage Link
Welpac	$2,000.00	Welfare Software
Zoom	$19,976.00	Zoom Virtual Meeting Licenses
Zultys Subscription	$12,200.00	Phone System Support & Software
Papercut	$5,200.00	Scanning/Archive Software
QTpod	$945.00	Fuel Dispenser Software
Time Clock Plus	$2,226.00	Public Works
BlueBeam	$550.00	Public Works
Existing License Total	**$479,149.00**	

Existing Hardware

Formax	$928.00	Folder maint.
Existing Hardware Total	**$928.00**	

New Software

Fortinet PreVPN	**$11,480.00**	**Allows Pre VPN connections**
End Point Protection	**$25,000.00**	**Cyber threat protection**
Civic Plus EnerGov	**$49,625.00**	**Proposed permit software license fees**
AudioEye	**$4,500.00**	**ADA Checker for Biddefordmaine.org**
Citric Plus Archive Social	**$7,547.40**	**Archive Software for Social Media (FOIA)**
Civic Plus Texting	**$945.00**	**Archive Software for Texting (FOIA)**
Duo	**$3,935.76**	**Workstation & Cruiser Multifactor Authentication**
EMS	**$2,160.00**	**Three year contrct at $6,480 or $2,160/yr - CRUISERS**
New Software Total	**$105,193.16**	

Total **$585,270.16**

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Employee Assistance Program Ex

Department Number: 21111 Account Number: 60319

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$9,440	$16,822	$14,155	$16,800	$10,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$16,400	$16,400		($400)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY	Budget	Actual
2015	$5,500	$5,063
2016	$5,500	$5,063
2017	$5,063	$4,368
2018	$5,100	$3,120
2019		$3,744
2020	$3,744	$0
2021	$3,700	$7,488
2022	$2,500	$7,418
2023	$6,000	$9,439
2024	$16,400	$14,154

Wellness Program	$	7,400.00
Wellness App- First Responder Behavioral Health Services	$	9,000.00
	$	16,400.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Postage/Shipping Expense

Department Number: 21111 Account Number: 60325

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$27,902	$22,998	$22,584	$37,500	$26,900

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 41,269.00	$ 26,900.00		($10,600.00)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Formax	$ 769.00
Bill Trust	$ 6,000.00
Fedex	$ 500.00
Postage Machine	$ 34,000.00
	$ 41,269.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Advertising

Department Number: 21111 Account Number: 60320

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$26,636	$21,848	$14,073	$27,500	$18,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 51,477	$ 24,400		$ (3,100)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Advertising

	-
Times Record/Mainely Media, LLC	28,452.00
Maine Today	12,600.00
Other	10,425.00
	51,477.00

Price reduced because of the new way of placing legal ads for meetings

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: UCC Expense

Department Number: 21111 Account Number: 60322

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

City uses UCC process to assist in collections for personal property tax collections
Not needed

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Workers Comp Insurance Exp

Department Number: 21111 Account Number: 60370

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$645,777	$762,918	$507,807	$680,450	$644,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 982,237.00	$982,237		$301,787

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY History		*Expense*
2013	$	519,651.10
2014	$	530,443.73
2015	$	409,749.00
2016	$	450,921.93
2017	$	448,262.90
2018	$	443,450.48
2019	$	455,157.56
2020	$	522,011.00
2021	$	449,987.00
2022	$	634,321.68
Average	$	486,395.64
Median	$	453,039.75
Max	$	634,321.68

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: General Insurance Expense

Department Number: 21111 Account Number: 60371

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$42,426	$43,606	$43,774	$47,094	$47,300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$47,700.00	$47,700.00		$ 606

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Pole attachment bond	$	619.00
General Liability	$	29,936.00

Expect a 8% increase for Calendar 2025

Fiscal Year	*Budget*	*Actual*	*Pct Change*
2012	$14,750	$18,048	
2013	$18,771	$18,055	0.04%
2014	$20,200	$20,399	12.98%
2015	$19,700	$24,423	19.73%
2016	$26,300	$27,835	13.97%
2017	$29,240	$28,564	2.62%
2018	$29,999	$29,424	3.01%
2019	$28,500	$30,841	4.82%
2020	$32,153	$32,069	3.98%
2021	$27,618	$27,913	-12.96%
2022	$28,084	$23,063	-17.38%
2023	$24,750	$42,426	83.96%
2024	$30,555	$43,774	3.18%
2025	$47,094	$47,000	

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Vehicle Insurance Expense

Department Number: 21111 Account Number: 60372

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$113,818	$103,275	$103,275	$113,603	$108,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 184,187.00	$ 184,187.00		$70,585

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Business Auto	$	109,187.00

New vehicles and claims will affect increase

Fiscal Year	*Budget*	*Actual*	*Pct Change*
2012	$ 51,500.00	$ 46,668.00	
2013	$ 51,500.00	$ 54,295.00	16%
2014	$ 62,000.00	$ 64,061.50	18%
2015	$ 70,000.00	$ 63,730.00	-1%
2016	$ 70,100.00	$ 68,518.50	8%
2017	$ 71,200.00	$ 80,051.00	17%
2018	$ 83,000.00	$ 76,165.50	-5%
2019	$ 80,000.00	$ 82,081.00	8%
2020	$ 85,050.00	$ 80,359.00	-2%
2021	$ 72,441.92	$ 70,198.28	-13%
2022	$ 72,442.00	$ 70,267.00	
2023	$ 72,830.00	$ 83,710.00	
2024	$ 93,791.00		

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Building/Boiler Insurance Exp

Department Number: 21111 Account Number: 60373

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$44,708	$91,348	$91,348	$98,656	$95,700

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 96,145.00	$ 96,145.00		($2,511)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Expect an 8-12% Increase per Josh @ P&C

Fiscal Year	*Budget*	*Actual*	*Pct Change*
2013	$ 40,750.00	$ 35,985.00	
2014	$ 41,400.00	$ 43,087.00	19.7%
2015	$ 46,100.00	$ 41,641.28	-3.4%
2016	$ 39,600.00	$ 39,523.00	-5.1%
2017	$ 41,100.00	$ 41,029.00	3.8%
2018	$ 41,630.00	$ 41,310.00	0.7%
2019	$ 41,500.00	$ 41,387.00	0.2%
2020	$ 43,456.00	$ 49,891.00	20.5%
2021	$ 46,000.00	$ 42,595.24	-14.6%
2022	$ 43,639.00	$ 59,940.00	
2023	$ 43,875.00	$ 83,397.00	
2024	$ 93,405.00		

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Surety Bonds Expense

Department Number: 21111 Account Number: 60377

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,044	$1,995	$175	$1,645	$1,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 1,645.00	$ 1,645.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Bonding for: Renewal

Vacant	City Manager/Treasurer	$	750.00
Brian S. Phinney	COO	$	220.00
Gery Matherne	Finance Director	$	225.00
Ben Bettez	Deputy Fin. Dir.	$	225.00
Gidget	Tax Collector	$	225.00
		$	1,645.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Public Official Liab Insur Exp

Department Number: 21111 Account Number: 60379

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$34,442	$36,800	$15,596	$39,008	$35,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 32,459.00	$ 32,459.00		($6,549.00)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Emp. Practices Liab	$	18,001.00
Public Official	$	14,458.00
	$	32,459.00

P&C insurance says between 2-3% increase this year, budgeting 3%

Fiscal Year	*Budget*	*Actual*	*Pct Change*
2013	$ 16,300.00	$ 17,610.00	
2014	$ 20,250.00	$ 19,468.00	10.6%
2015	$ 20,900.00	$ 30,977.00	59.1%
2016	$ 34,100.00	$ 31,626.00	2.1%
2017	$ 32,891.00	$ 31,129.00	-1.6%
2018	$ 32,300.00	$ 30,714.00	-1.3%
2019	$ 32,000.00	$ 31,637.00	3.0%
2020	$ 33,219.00	$ 35,279.00	11.5%
2021	$ 36,337.00	$ 34,712.00	-1.6%
2022	$ 35,562.00	$ 32,495.00	
2023	$ 32,495.00	$ 34,442.00	
2024	$ 38,575.00		

Each year we go out to bid to multiple carriers through our current agent, we should also check with Maine Municipal Assoc

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Police Prof Liab Insur Exp

Department Number: 21111 Account Number: 60380

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$34,189	$35,000	$38,798	$35,700	$34,007

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$35,000.00	$35,000.00		($700.00)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Law Enforccement

Fiscal Year	*Budget*	*Actual*	*Pct Change*
2012	$ 11,500.00	$ 14,560.80	
2013	$ 10,965.00	$ 11,881.00	-18.4%
2014	$ 13,700.00	$ 70,086.00	489.9%
2015	$ 67,000.00	$ 63,501.47	-9.4%
2016	$ 67,400.00	$ 60,218.00	-5.2%
2017	$ 62,627.00	$ 48,382.00	-19.7%
2018	$ 50,000.00	$ 31,478.00	-34.9%
2019	$ 30,000.00	$ 28,346.00	-9.9%
2020	$ 28,346.00	$ 29,293.00	3.3%
2021	$ 35,700.00	$ 25,398.00	-13.3%

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Insurance Deductibles

Department Number: 21111 Account Number: 60383

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$29,406	$30,000	$18,909	$9,000	$2,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,000.00	$8,000.00		($1,000.00)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Funds to cover deductibles on claims
EOY forecast reflects coastal storm impacts

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Phone/Celular/Paging Exp

Department Number: 21111 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$11,205	$21,000	$7,542	$22,300	$18,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$20,000	$20,000		($2,300)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	No		Rate		Subtotal
GWI phone lines				$	7,560.17
Verizon Wireless				$	14,600.00
Cell Phone Reimbursement	4	$	35.00	$	140.00
				$	22,300.17

Fiscal Year	*Budget*	*Actual*	*Pct Change*
2012	$ 19,000.00	$ 21,813.13	
2013	$ 23,000.00	$ 24,092.52	10.4%
2014	$ 23,000.00	$ 23,932.52	-0.7%
2015	$ 23,000.00	$ 20,527.61	-14.2%
2016	$ 24,000.00	$ 19,098.36	-7.0%
2017	$ 22,140.00	$ 18,389.99	-3.7%
2018	$ 23,791.00	$ 20,553.41	11.8%
2019	$ 22,000.00	$ 20,807.59	1.2%
2020	$ 21,533.00	$ 19,595.00	-5.8%
2021	$ 22,000.00	$ 18,788.00	-4.1%
2022	$ 22,050.00	$ 16,850.00	-10.3%
2023	$ 22,000.00	$ 11,205.00	-33.5%
2024	$ 22,000.00	$ 18,000.00	60.6%

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Fiber/Internet Expense

Department Number: 21111 Account Number: 60406

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7,071	$23,000	$0	$23,500	$23,400

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 28,320.00	$28,320		$4,820

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiber and internet service expense

Months		*Rate/Month*		*Total*
12	$	2,360.00	$	28,320.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21111 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,704	$3,649	$3,649	$3,890	$3,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,700	$3,700		($190)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

City Hall copy paper, state pricing through WB Mason currently

	Budget	*Actual*
2013	$5,000	$2,650
2014	$3,000	$2,045
2015	$3,000	$5,547
2016	$4,000	$4,816
2017	$4,000	$3,950
2018	$3,750	$4,054
2019	$4,000	$3,190
2020	$4,000	$3,216
2021	$3,800	$3,838
2022	$3,800	$4,180
2023	$3,800	$3,704
2024	$3,800	$3,649
Average		$3,737
Median		$3,771
Maximum		$5,547

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21111 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$8,554	$14,286	$17,048	$10,000	$8,400

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,100	$8,100		($1,900)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Employee employment screening and testing. Anticipated ongoing expense to fill vacant positions and departures

	Budget	*Actual*	
2013	$ 4,000.00	$ 2,600.65	
2014	$ 4,000.00	$ 3,608.39	
2015	$ 3,000.00	$ 3,482.15	
2016	$ 3,000.00	$ 3,250.13	
2017	$ 3,200.00	$ 2,456.00	
2018	$ 3,000.00	$ 4,501.40	
2019	$ 3,000.00	$ 3,038.65	
2020	$ 3,500.00	$ 2,916.75	
2021	$ 1,700.00	$ 5,760.00	
2022	$ 3,300.00	$ 8,378.00	
2023	$ 5,000.00	$ 6,086.00	YTD
Average	$ 3,336.36	$ 4,188.92	
Median	$ 3,200.00	$ 3,482.15	
Maximum	$ 5,000.00	$ 8,378.00	

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Printing & Copying Expense

Department Number: 21111 Account Number: 60502

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$15,735	$16,800	$11,034	$18,000	$13,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 13,900.00	$ 12,100.00		($5,900.00)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Tyler Forms and Check Stock	$	1,900.00
Specialized Purchasing	$	8,525.00
Envelope, Employee Permits, and other Printing	$	1,700.00
Invoice Cloud	$	1,800.00
	$	13,925.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Unallocated

Department Number: 21111 Account Number: 60794

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Est. Expended
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Personnel Reserve

Department Number: 21111 Account Number: 60795

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$347,477	$224,245	$132,143	$322,146	$193,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$389,796.30	$389,796.30		$67,650.48

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	FY2024 Est
VBB	$40,000.00
Fire Dept Retirements	$51,735.00
Longevity Payments	$7,216.00
Police & PWD Retirements	$97,000.00
Benefit Contingency (Change in Personnel)	$105,000.00
Non-Union Raises	$0.00
Market adjustment	$0.00
Maine Paid Leave Impact (Est.)	$88,845.30
	$389,796.30

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Miscellaneous Expense

Department Number: 21111 Account Number: 60797

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
-$901	$8,000	-$1,411	$50,000	$430,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 62,000.00	$62,000		$12,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 Ooverspent due to Seeds of Hope/Godbout payment
Contingency for expenses not categorized elsewhere and unexpected expenses.

Examples of prior year expenses include FEMA Mapping consultant, etc.

	FY25	FY26
Contingent Misc. Expenses	$ 45,000.00	$ 45,000.00
Add'l Holiday Events (moved from 21128)		
FAA lighting on stack periodic repair (Rebuild expense)	$ 5,000.00	$ 17,000.00
	$ 50,000.00	$ 62,000.00

FY History	Expense	
2013	$ 7,570.86	
2014	$ 5,624.40	
2015	$ 11,997.16	
2016	$ 12,857.74	
2017	$ 20,301.98	
2018	$ 38,555.37	
2019	$ 61,549.86	
2020	$ 91,117.70	Covid w/ reimbursement
2021	$ 77,368.37	Covid influence
2022	$ 35,973.05	
2023	$ 31,746.62	YTD
Average	$ 35,878.46	
Median	$ 31,746.62	
Maximum	$ 91,117.70	

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Contingency

Department Number: 21111 Account Number: 60798

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$500,000	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500,000	$500,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** General Administration

Account Title: Transfer Out to Other Funds

Department Number: 21111 Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$50,000	$0	$50,000	$50,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$50,000	$50,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

River Patrol Fees	credit 31102 40801	mooring fees	$	15,000.00
Airport Subsidy	credit 31132 40801	airport operations	$	35,000.00
			$	50,000.00

City of Biddeford, Maine

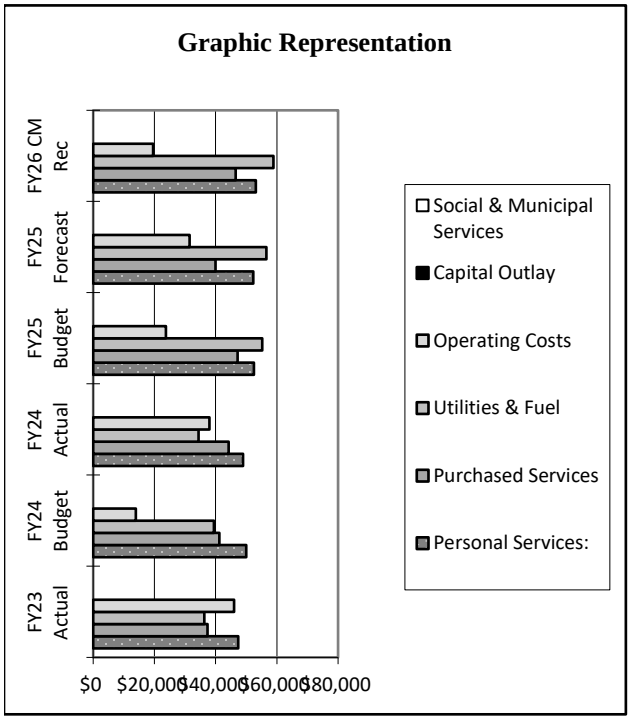
Fiscal Year 2026

Budget: City Hall Building Exp

Account Number: 21121

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$47,400	$49,984	$48,976	$52,504	$52,323	$18,417	$53,135	$53,135
Purchased Services	$37,375	$41,199	$44,215	$47,200	$40,000	$17,361	$46,518	$46,518
Utilities & Fuel	$36,302	$39,409	$34,462	$55,195	$56,567	$3,418	$58,857	$58,857
Operating Costs	$46,005	$13,918	$38,015	$23,777	$31,520	$6,451	$19,593	$19,593
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$167,081**	**$144,510**	**$165,668**	**$178,676**	**$180,410**	**$45,648**	**$178,102**	**$178,102**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$4,181**
Workers Comp	**$1,448**
Health Insurance	**$11,334**
Retirement	**$1,592**
Unemployment	**$16**
Other Insurance	**$947**
Total Fringe Benefit Impact	**$19,517**
# of Full Time Employees	**1.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$52,504	$53,135	$631	1.2%
Purchased Services	$47,200	$46,518	-$682	-1.4%
Utilities & Fuel	$55,195	$58,857	$3,662	6.6%
Operating Costs	$23,777	$19,593	-$4,184	-17.6%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$178,676**	**$178,102**	**-$573**	-0.3%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60105	F-T Employee Wage Exp	$46,490	$48,924	$48,022	$51,407	$51,300	$18,417	$52,137	$52,137
60111	Overtime Wage Expense	$812	$1,060	$954	$977	$923	$0	$922	$922
60230	Clothing/Uniforms Expense	$0	$0	$0	$120	$100	$0	$75	$75
60252	Travel/Mileage Expense	$98	$0	$0	$0	$0	$0	$0	$0
Totals		**$47,400**	**$49,984**	**$48,976**	**$52,504**	**$52,323**	**$18,417**	**$53,135**	**$53,135**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60310	Service Contracts Expense	$37,375	$41,199	$44,215	$47,200	$40,000	$17,361	$46,518	$46,518
Totals		**$37,375**	**$41,199**	**$44,215**	**$47,200**	**$40,000**	**$17,361**	**$46,518**	**$46,518**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$24,614	$26,000	$28,128	$27,170	$27,610	$2,828	$28,852	$28,852
60401	Water Expense	$2,035	$2,234	$2,167	$4,200	$4,300	$591	$4,200	$4,200
60404	Sewer User Fee Expense	$1,767	$2,100	$736	$3,750	$3,600	$0	$3,750	$3,750
60405	Heating Fuel Expense	$7,886	$9,000	$3,431	$20,000	$21,000	$0	$22,000	$22,000
60411	Gasoline Expense	$0	$75	$0	$75	$57	$0	$55	$55
Totals		**$36,302**	**$39,409**	**$34,462**	**$55,195**	**$56,567**	**$3,418**	**$58,857**	**$58,857**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60450	Building Repair/Maint Exp	$43,166	$10,138	$35,236	$17,700	$27,620	$5,291	$14,700	$14,700
60452	Operating Equip Repair Exp	$0	$150	$0	$200	$0	$0	$200	$200
60453	Vehicle Repair/Tires/Oil Exp	$0	$0	$0	$45	$0	$0	$40	$40
60501	Operating Supp/Eqt Non-Cap	$0	$975	$26	$2,132	$1,200	$0	$1,500	$1,500
60509	Cleaning Supplies Expense	$2,839	$2,655	$2,753	$3,700	$2,700	$1,160	$3,153	$3,153
Totals		**$46,005**	**$13,918**	**$38,015**	**$23,777**	**$31,520**	**$6,451**	**$19,593**	**$19,593**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21121 City Hall Building Exp

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
ROVING MAINTENANCE WORKER	10335	1.00	$51,938	$52,137	$52,137	LAROSE	RENALD	60105
TOTAL BUDGETED POSITIONS		**1.00**	**$51,938**	**$52,137**	**$52,137**			

Notes:

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: F-T Employee Wage Exp

Department Number: 21121 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$46,490	$48,924	$48,022	$51,407	$51,300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$52,137	$52,137		$730

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Overtime Wage Expense

Department Number: 21121 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$812	$1,060	$954	$977	$923

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$922	$922		($54)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 includes Winterfest support.
Restructuring for 36 Hr work week reduces OT.

	FY Actual	
FY2014	$	2,800.50
FY2015	$	2,249.08
FY2016	$	1,952.73
FY2017	$	1,849.72
FY2018	$	3,747.14
FY2019	$	4,062.00
FY2020	$	3,938.59
FY2021	$	5,253.65
FY2022	$	1,264.00
FY2023		
Average	$	3,013.05
Median	$	2,800.50
Max	$	5,253.65

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Clothing/Uniforms Expense

Department Number: 21121 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$120	$100

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$75	$75		($45)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Funds for maintenance clothing
Reimbursement for safety boots, other clothing

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Service Contracts Expense

Department Number: 21121 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$37,375	$41,199	$44,215	$47,200	$40,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$46,518	$46,518		($682)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

CascoBay Cleaning	$	35,736.00
Eastern Fire (sprinlers)	$	400.00
Ehrlich Pest Control (bed bug assessment)	$	600.00
L.W. Bills Co (panic alarms)	$	1,485.00
Minuteman Security (security alarm)	$	1,140.00
Modern Pest Svcs (bldg spraying)	$	1,440.00
Norris, Inc (fire alarms and servce calls)	$	1,800.00
Thyssenkrupp Elevator (elevator and svc calls)	$	2,500.00
State of Maine (elevator certification)	$	70.00
Linwood R Davis (extinguishers)	$	552.00
	$	45,723.00

FY26 Add Minuteman Fire Alarm Monitoring *$* *795.00*

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Electricity Expense

Department Number: 21121 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$24,614	$26,000	$28,128	$27,170	$27,610

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 28,852	$ 28,852		$1,682

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Central Maine Power	$	414.15	1.5% increase
Constelation New Energy	$	496.98	1.8% increase
	$	911.13	
	$	27,610.00	
	$	28,521.13	

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Water Expense

Department Number: 21121 Account Number: 60401

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,035	$2,234	$2,167	$4,200	$4,300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 4,200.00	$ 4,200.00		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Ready-Refreh	$	2,413.00	(moved from Department requests)

Maine Water: FY25 Increase in rates

FY2014	$	1,201.61
FY2015	$	1,288.36
FY2016	$	1,088.67
FY2017	$	1,097.98
FY2018	$	1,458.65
FY2019	$	1,452.06
FY2020	$	1,549.69
FY2021	$	1,435.49
FY2022	$	2,639.96
Average	$	1,468.05
Median	$	1,435.49
Max	$	2,639.96
FY26	$	1,800.00
	$	4,213.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Sewer User Fee Expense

Department Number: 21121 Account Number: 60404

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,767	$2,100	$736	$3,750	$3,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,750	$3,750		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY2014	$	1,126.90
FY2015	$	1,352.20
FY2016	$	1,402.85
FY2017	$	1,518.80
FY2018	$	2,027.71
FY2019	$	2,246.35
FY2020	$	1,773.15
FY2021	$	2,491.08
FY2022	$	3,627.05
Average	$	1,951.79
Median	$	1,460.83
Max	$	2,246.35

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Heating Fuel Expense

Department Number: 21121 Account Number: 60405

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7,886	$9,000	$3,431	$20,000	$21,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$22,000	$22,000		$2,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contngency for building fuel (natural gas). City Theatre connected to service line.
Annual use depends on price and severity of winter. Price expected to increase only slightly.

FY2014	$	17,902.06
FY2015	$	25,224.94
FY2016	$	16,580.21
FY2017	$	20,536.23
FY2018	$	21,574.29
FY2019	$	20,646.49
FY2020	$	16,232.02
FY2021	$	17,974.02
FY2022	$	37,225.49
Average	$	21,543.97
Median	$	19,255.13
Max	$	25,224.94

Expecting heating savings with the new windows being installed.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Gasoline Expense

Department Number: 21121 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$75	$0	$75	$57

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$55	$55		($20)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fuel for small engines (mower, weedwacker, snowbower)
Facility now has snowblower and mower

Moved to electric trimmer and lawnmower

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Building Repair/Maint Exp

Department Number: 21121 Account Number: 60450

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$43,166	$10,138	$35,236	$17,700	$27,620

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$14,700	$14,700		($3,000)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contingency for building repairs. Excludes bond proceeds work. FY23 impacted by water leak.

Plumbing repairs	$	3,100.00
Electrical repairs	$	4,000.00
Misc. repairs and replacements	$	5,000.00
Roof repairs	$	900.00
Flooring repairs	$	1,200.00
Masonary repairs	$	500.00
	$	14,700.00

FY2014	$	36,380.20
FY2015	$	46,059.63
FY2016	$	39,526.36
FY2017	$	33,950.18
FY2018	$	22,783.70
FY2019	$	28,568.51
FY2020	$	23,369.80
FY2021	$	5,198.55
FY2022	$	21,730.52
Average	$	28,618.61
Median	$	28,568.51
Max	$	46,059.63

Expected building improvements from bond proceeds cover tower, sprinkler, windows.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Operating Equip Repair Exp

Department Number: 21121 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$150	$0	$200	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$200	$200		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contingency for operating equipment repairs

Misc. repairs	$	200.00

	$	200.00
FY2014	$	362.25
FY2015	$	385.75
FY2016	$	1,458.67
FY2017	$	-
FY2018	$	-
FY2019	$	-
FY2020	$	-
FY2021	$	-
FY2022	$	-
Average	$	245.19
Median	$	-
Max	$	1,458.67

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 21121 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$45	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$40	$40		($5)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contingency for repairs ans service to small engines and tools through DPW
FY23 - Facility now has a mower, weedwhacker, and snowblower

FY2014	$	23.22
FY2015	$	24.91
FY2016	$	67.71
FY2017	$	43.92
FY2018	$	81.45
FY2019	$	51.57
FY2020	$	-
FY2021	$	-
FY2022	$	-
Average	$	32.53
Median	$	24.91
Max	$	81.45

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21121 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$975	$26	$2,132	$1,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,500	$1,500		($632)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Continegncy for operating supplies and non-capital equipment

Paper products	$	600.00
Ice melt	$	425.00
Hand tools	$	175.00
Light bulbs	$	220.00
Miscellanous equipment	$	100.00
	$	1,520.00

FY2014	$	1,287.48
FY2015	$	3,894.07
FY2016	$	3,452.97
FY2017	$	2,315.45
FY2018	$	1,914.00
FY2019	$	2,027.79
FY2020	$	121.12
FY2021	$	422.82
FY2022	$	823.00
Average	$	1,806.52
Median	$	1,914.00
Max	$	3,894.07

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Cleaning Supplies Expense

Department Number: 21121 Account Number: 60509

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,839	$2,655	$2,753	$3,700	$2,700

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 3,152.61	$3,153		($547)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contingency for cleaning supplies - increase in unit prices

	Units	Unit Price	Total
Aerosol Disinfectant Spray	2	$ 88.87	$ 177.74
Tissues	2	$ 26.78	$ 53.56
Paper towels	26	$ 33.01	$ 858.26
Toilet paper	25	$ 43.20	$ 1,080.00
Plastic trash bags	15	$ 28.29	$ 424.35
Disinfectant			$ 125.00
Neutral floor cleaner			$ 150.00
Heavey Duty Cleaner			$ 175.00
Glass Cleaner			$ 80.00
Wet Mops, Dry Mops			$ 85.00
Brooms, plungers wet floor signs waste baskets			$ 175.00
			$ 3,152.61

FY2017	$	2,662.29
FY2018	$	1,428.08
FY2019	$	845.57
FY2020	$	270.00
FY2021	$	1,052.00
FY2022	$	3,229.28
FY2023	$	2,839.25
FY2024	$	2,753.39
Average	$	1,884.98
Median	$	2,045.19
Max	$	3,229.28

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** City Hall Building Exp

Account Title: Travel/Mileage Expense

Department Number: 21121 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$98	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

No use of personal vehicle

City of Biddeford, Maine

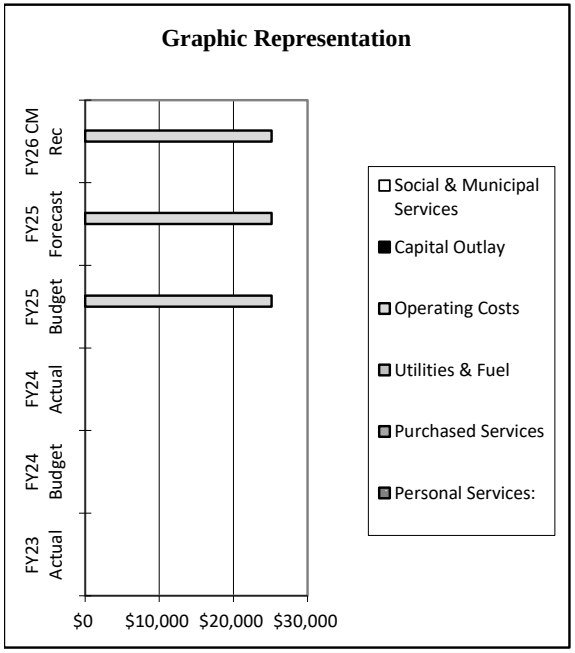
Fiscal Year 2026

Budget: Private Schools

Account Number: 21122

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$25,136	$25,136	$0	$25,136	$25,136
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$0**	**$0**	**$0**	**$25,136**	**$25,136**	**$0**	**$25,136**	**$25,136**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$25,136	$25,136	$0	0.0%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$25,136**	**$25,136**	**$0**	0.0%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60799	Transfer Out to Other Funds	$0	$0	$0	$25,136	$25,136	$0	$25,136	$25,136
Totals		**$0**	**$0**	**$0**	**$25,136**	**$25,136**	**$0**	**$25,136**	**$25,136**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Private Schools

Account Title: Transfer Out to Other Funds

Department Number: 21122 Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$25,136	$25,136

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$25,136.00	$25,136.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

St. James School public subsidy - typical annual allocation

City of Biddeford, Maine

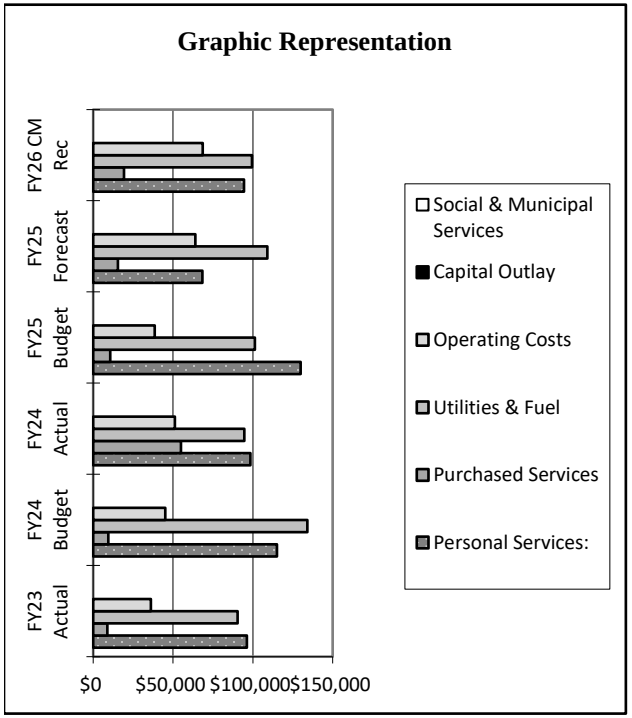
Fiscal Year 2026

Budget: Community Center

Account Number: 21123

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$96,318	$115,066	$98,456	$129,900	$68,407	$31,437	$94,512	$72,362
Purchased Services	$8,877	$9,425	$54,955	$10,675	$15,500	$11,783	$19,380	$19,380
Utilities & Fuel	$90,397	$134,135	$94,728	$101,363	$109,153	$27,678	$99,540	$89,025
Operating Costs	$36,158	$45,098	$51,214	$38,450	$63,900	$37,425	$68,650	$66,350
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$231,750**	**$303,724**	**$299,353**	**$280,388**	**$256,960**	**$108,323**	**$282,081**	**$247,116**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$7,192**
Workers Comp	**$2,566**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$151**
Other Insurance	**$1,447**
Total Fringe Benefit Impact	**$11,356**
# of Full Time Employees	**2.60**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$129,900	$72,362	-$57,538	-44.3%
Purchased Services	$10,675	$19,380	$8,705	81.5%
Utilities & Fuel	$101,363	$89,025	-$12,339	-12.2%
Operating Costs	$38,450	$66,350	$27,900	72.6%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$280,388**	**$247,116**	**-$33,272**	-11.9%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60102	Mid Mgmt Hrly Employee Wa	$0	$0	$0	$0	$0	$0	$0	$0
60105	F-T Employee Wage Exp	$42,392	$45,330	$26,918	$52,500	$0	$0	$0	$0
60106	P-T Employee Wage Exp	$52,726	$67,286	$70,993	$75,000	$67,757	$31,237	$92,555	$70,455
60111	Overtime Wage Expense	$0	$1,500	$100	$1,500	$150	$0	$1,456	$1,456
60230	Clothing/Uniforms Expense	$433	$450	$247	$500	$500	$200	$500	$450
60252	Travel/Mileage Expense	$768	$500	$197	$400	$0	$0	$0	$0
Totals		**$96,318**	**$115,066**	**$98,456**	**$129,900**	**$68,407**	**$31,437**	**$94,512**	**$72,362**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60310	Service Contracts Expense	$8,877	$9,425	$54,955	$10,675	$15,000	$11,783	$18,880	$18,880
60330	Equipment Rent/Lease Exp	$0	$0	$0	$0	$500	$0	$500	$500
Totals		**$8,877**	**$9,425**	**$54,955**	**$10,675**	**$15,500**	**$11,783**	**$19,380**	**$19,380**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$15,150	$47,469	$16,744	$16,825	$28,885	$10,771	$28,515	$18,000
60401	Water Expense	$1,242	$2,500	$3,218	$2,000	$3,200	$1,886	$3,842	$3,842
60402	Phone/Celular/Paging Exp	$887	$1,847	$293	$1,404	$568	$448	$0	$0
60404	Sewer User Fee Expense	$1,473	$5,000	$774	$2,000	$1,500	$243	$1,500	$1,500
60405	Heating Fuel Expense	$71,645	$77,319	$73,698	$79,134	$75,000	$14,330	$65,683	$65,683
Totals		**$90,397**	**$134,135**	**$94,728**	**$101,363**	**$109,153**	**$27,678**	**$99,540**	**$89,025**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60450	Building Repair/Maint Exp	$29,957	$36,902	$42,831	$30,000	$51,000	$33,174	$55,000	$55,000
60454	Grounds Maint/Improve Exp	$1,000	$3,000	$2,700	$2,850	$3,800	$2,629	$3,650	$3,650
60500	Admin/Office Supp/Eqt Non-C	$45	$25	$123	$0	$2,800	$0	$4,000	$2,000
60501	Operating Supp/Eqt Non-Cap	$938	$1,000	$1,088	$750	$1,300	$108	$600	$600
60509	Cleaning Supplies Expense	$4,219	$4,171	$4,472	$4,850	$5,000	$1,514	$5,400	$5,100
Totals		**$36,158**	**$45,098**	**$51,214**	**$38,450**	**$63,900**	**$37,425**	**$68,650**	**$66,350**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60905	Community Center	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21123 Community Center

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
CUSTODIAN	10756	0.73	27,792.44	27,899.33	27,899.33	ADAMS	CYNTHIA	60106
CUSTODIAN	10776	0.63	21,476.00	21,558.60	21,558.60	LECLERC	MICHAEL	60106
CUSTODIAN	11327	0.63	21,476.00	21,558.60	21,558.60	EGE	ROBERT	60106
CUSTODIAN	20	0.63	21,456.31	21,538.83	21,538.83	PROPOSED NEW		60106
TOTAL BUDGETED POSITIONS		**2.60**	**92,200.75**	**92,555.37**	**92,555.37**			

Notes:

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: F-T Employee Wage Exp

Department Number: 21123 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$42,392	$45,330	$26,918	$52,500	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		($52,500)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Notes for 2026

FY 2026- 52,500 to be used for Rec. Prog, Asst. - Cub Care and Camps /move to 21124 FT Employee Wage

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: P-T Employee Wage Exp

Department Number: 21123 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$52,726	$67,286	$70,993	$75,000	$67,757

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$92,555	$70,455		($4,545)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

		Rate	Hrs/Wk	Wks/Yr		SubTotal
3 PT custodians		17.00/hr	25	52	$	66,300
1 PT lead custodian(Adams)		19.00/ hr	29	52	$	28,652.00
increased from 3 to 4 custodians due to increased use of facility					$	94,952

New position not included in CM recommendation (-$22,100)
All-in cost of new part-time custodian $24,133.83

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Overtime Wage Expense

Department Number: 21123 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,500	$100	$1,500	$150

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,456	$1,456		-$44

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Estimate of OT $ 1,500.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Clothing/Uniforms Expense

Department Number: 21123 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$433	$450	$247	$500	$500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$450		($50)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Custodian apparrel $ 500.00
Increased due to increase in staff

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Travel/Mileage Expense

Department Number: 21123 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$768	$500	$197	$400	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		($400)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Moved to 21124- 60452

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Service Contracts Expense

Department Number: 21123 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$8,877	$9,425	$54,955	$10,675	$15,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$18,880	$18,880		$8,205

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Casella Dumpster rental	$	5,700.00
Thysenkrupp elevator	$	5,665
Modern Pest	$	1,200
Fire Alarm Test	$	945
Elevator License	$	75
Boiler Licenses	$	840
Fire Alarm Monitoring	$	395
Sprinkler Testing	$	550
Fuel Tank Inspection	$	2,110
Gym Equipment inspection (hoops)	$	1,400
	$	18,880.00

FY 24 - $43,000 project to replace heat pumps was put into this line.

increase due to added dumpster rental

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Equipment Rent/Lease Exp

Department Number: 21123 Account Number: 60330

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Anticipated rentals for building repairs updates $500

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Electricity Expense

Department Number: 21123 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$15,150	$47,469	$16,744	$16,825	$28,885

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$28,515	$18,000		$1,175

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Central Maine Power	$	792.00	
Constelation New Energy	$	1,584.00	
	$	2,376.00	
		$28,512.00	FY26 Forecast

This is for Community Center electricity ONLY

CM recommedation based on actual

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Water Expense

Department Number: 21123 Account Number: 60401

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,242	$2,500	$3,218	$2,000	$3,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,842	$3,842		$1,842

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Increased due to building being used more with programs and rentals. $ 3,842.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Phone/Celular/Paging Exp

Department Number: 21123 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$887	$1,847	$293	$1,404	$568

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		-$1,404

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Move to 21124-60402 for FY26

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Sewer User Fee Expense

Department Number: 21123 Account Number: 60404

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,473	$5,000	$774	$2,000	$1,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,500	$1,500		-$500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Based on FY 23

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Heating Fuel Expense

Department Number: 21123 Account Number: 60405

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$71,645	$77,319	$73,698	$79,134	$75,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 65,682.50	$ 65,682.50		($13,452)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

		Rate		Unit (gal)		Total
Heating Fuel	$	3.63		21,800.0	$	79,134.00
FY 26 rate		2.795	$	23,500.00	$	65,682.50

Increased use of oil due to steam boiler maintenance issues

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Building Repair/Maint Exp

Department Number: 21123 Account Number: 60450

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$29,957	$36,902	$42,831	$30,000	$51,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$55,000	$55,000		$25,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Plumbing Repair	$	4,000
Electrical Repair	$	3,800
HVAC Repair	$	10,000
Roof Repairs	$	15,000
Floor Maint-Refinishing, Carpet Cleaning	$	3,500
Ceiling repair roof leaks	$	3,000
Interior Paint-Supply	$	1,500
Masonary Repair	$	1,750
Window Repair-Replacement	$	6,500
Interior repairs and updates	$	5,000
Miscellaneous repairs	$	950
		55,000.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Grounds Maint/Improve Exp

Department Number: 21123 Account Number: 60454

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,000	$3,000	$2,700	$2,850	$3,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,650	$3,650		$800

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Patching Myrtle Street Parking Lot	$	1,500
Exterior Repairs	$	1,000
Landscaping supplies	$	750
Exterior Paint	$	400
	$	3,650.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21123 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$45	$25	$123	$0	$2,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,000	$2,000		$2,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Furniture and office equipment due to staff and utilizing more space in the building.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21123 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$938	$1,000	$1,088	$750	$1,300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$600	$600		-$150

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Tool & Equipment Replacement	$	600

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Community Center

Account Title: Cleaning Supplies Expense

Department Number: 21123 Account Number: 60509

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,219	$4,171	$4,472	$4,850	$5,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,400	$5,100		$250

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Paper Towels	$	1,300.00
Toilet Paper	$	1,750.00
Trash bags	$	750.00
Cleaning Chemicals	$	1,000.00
Wet Mops	$	200.00
Dry Mops	$	200.00
Brooms, dust pans, plungers,micro fiber cloths,etc	$	200.00
	$	**5,400.00**

Increased due to increased use of facility

City of Biddeford, Maine

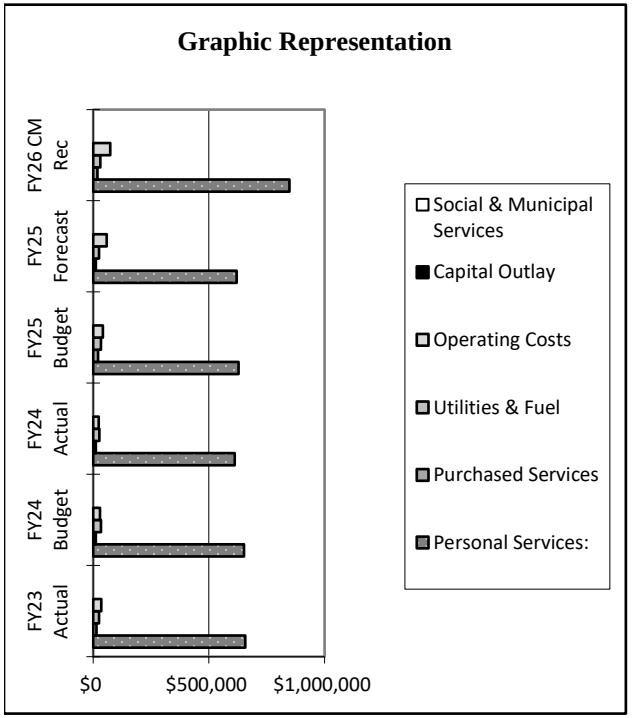
Fiscal Year 2026

Budget: Recreation

Account Number: 21124

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$657,552	$651,577	$611,149	$628,817	$619,520	$327,106	$848,737	$821,052
Purchased Services	$13,977	$10,720	$11,685	$21,025	$11,025	$7,488	$18,740	$18,740
Utilities & Fuel	$25,487	$34,117	$27,054	$33,818	$25,800	$13,386	$31,150	$27,650
Operating Costs	$34,478	$28,870	$23,896	$41,643	$58,927	$14,722	$74,300	$69,700
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$731,494**	**$725,284**	**$673,785**	**$725,304**	**$715,272**	**$362,703**	**$972,927**	**$937,142**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):

FICA	**$65,974**
Workers Comp	**$22,111**
Health Insurance	**$155,064**
Retirement	**$46,124**
Unemployment	**$451**
Other Insurance	**$9,155**
Total Fringe Benefit Impact	**$298,878**
# of Full Time Employees	**10.88**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$628,817	$821,052	$192,235	30.6%
Purchased Services	$21,025	$18,740	-$2,285	-10.9%
Utilities & Fuel	$33,818	$27,650	-$6,168	-18.2%
Operating Costs	$41,643	$69,700	$28,057	67.4%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$725,304**	**$937,142**	**$211,838**	29.2%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$89,744	$103,000	$114,896	$104,149	$104,000	$70,471	$105,404	$105,404
60102	Mid Mgmt Hrly Employee Wa	$78,384	$85,096	$63,562	$87,828	$88,000	$0	$89,074	$89,074
60105	F-T Employee Wage Exp	$229,437	$240,940	$227,885	$259,325	$233,000	$95,438	$505,484	$505,484
60106	P-T Employee Wage Exp	$135,627	$105,000	$104,576	$66,555	$60,941	$52,441	$22,185	$0
60107	Temp/Seasonal Emp Wage Ex	$105,521	$105,000	$83,004	$95,020	$124,179	$92,379	$105,100	$105,100
60111	Overtime Wage Expense	$5,537	$2,201	$10,238	$5,000	$0	$14,179	$5,000	$0
60230	Clothing/Uniforms Expense	$312	$1,500	$1,795	$1,500	$1,500	$525	$2,000	$1,500
60251	Conferences/Training Expense	$4,627	$2,000	$32	$2,000	$3,000	$50	$5,740	$5,740
60252	Travel/Mileage Expense	$6,584	$5,400	$4,769	$6,000	$1,650	$1,624	$5,000	$5,000
60253	Food/Lodging Expense	$1,090	$1,000	$212	$1,000	$3,000	$0	$3,500	$3,500
60256	Dues/Memberships Expense	$690	$440	$180	$440	$250	$0	$250	$250
Totals		**$657,552**	**$651,577**	**$611,149**	**$628,817**	**$619,520**	**$327,106**	**$848,737**	**$821,052**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60306	Other Prof/Consult Srvs Exp	$0	$1,000	$862	$1,000	$0	$0	$0	$0
60310	Service Contracts Expense	$2,678	$2,720	$4,606	$10,000	$6,225	$2,241	$8,300	$8,300
60365	Recreation Programs Expense	$11,300	$7,000	$6,217	$10,025	$4,800	$5,247	$10,440	$10,440
Totals		**$13,977**	**$10,720**	**$11,685**	**$21,025**	**$11,025**	**$7,488**	**$18,740**	**$18,740**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$12,603	$19,250	$12,022	$20,116	$13,200	$9,723	$15,000	$13,000
60402	Phone/Celular/Paging Exp	$6,259	$6,667	$6,414	$5,976	$7,800	$3,362	$8,500	$8,500
60405	Heating Fuel Expense	$3,338	$1,500	$3,038	$3,684	$750	$301	$3,000	$1,500
60410	Diesel Fuel Expense	$1,724	$1,700	$2,362	$2,250	$1,800	$0	$2,400	$2,400
60411	Gasoline Expense	$1,562	$5,000	$3,218	$1,792	$2,250	$0	$2,250	$2,250
Totals		**$25,487**	**$34,117**	**$27,054**	**$33,818**	**$25,800**	**$13,386**	**$31,150**	**$27,650**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60450	Building Repair/Maint Exp	$5,640	$3,000	$7,214	$7,448	11, 000	$5,664	$10,000	$8,500
60452	Operating Equip Repair Exp	$0	$2,000	$0	$2,000	$1,650	$0	$2,000	$800
60453	Vehicle Repair/Tires/Oil Exp	$9,668	$10,000	$4,034	$7,250	$2,977	$550	$7,000	$6,000
60500	Admin/Office Supp/Eqt Non-C	$2,282	$3,000	$5,241	$3,000	$3,500	$1,555	$3,500	$2,800
60501	Operating Supp/Eqt Non-Cap	$12,637	$7,000	$7,158	$17,193	$12,000	$6,293	$13,000	$13,000
60502	Printing & Copying Expense	$3,539	$3,370	$249	$3,952	$3,000	$0	$3,000	$2,800
60509	Cleaning Supplies Expense	$712	$500	$0	$800	$800	$660	$800	$800
60795	Financial Aid	$0	$0	$0	$0	$35,000	$0	$35,000	$35,000
Totals		**$34,478**	**$28,870**	**$23,896**	**$41,643**	**$58,927**	**$14,722**	**$74,300**	**$69,700**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21124 Recreation

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
RECREATION DIRECTOR	11219	1.00	$105,000	$105,404	$105,404	THOMPSON	LISA	60101
DEPUTY RECREATION DIRECTOR	11468	1.00	$88,733	$89,074	$89,074	DUBE	ERIKA	60102
ADMINISTRATIVE ASST.	12968	0.88	$47,611	$47,794	$47,794	CONWAY	PATRICIA	60105
COORDINATOR	11549	1.00	$56,014	$56,230	$56,230	BROWN	ESTER	60105
COORDINATOR	24000	1.00	$64,002	$64,248	$64,248	FECTEAU	MICHAEL	60105
COORDINATOR	10098	1.00	$65,000	$65,250	$65,250	DUNPHE	BRIAN	60105
PROGRAM ASSISTANT	11561	1.00	$52,000	$52,200	$52,200	MOORE	MICHELE	60105
COORDINATOR	10316	1.00	$54,204	$54,204	$54,204	HALL	BRITANY	60105
COORDINATOR	10323	1.00	$57,990	$58,213	$58,213	KEEZER	ALICIA	60105
PROGRAM ASSISTANT	11507	1.00	$56,014	$56,230	$56,230	STEWART	TYLER	60105
PROGRAM ASSISTANT	10181	1.00	$50,918	$51,114	$51,114	LAPIERRE	LINDA	60105
RP PART TIME 1	39	0.63	$22,100	$22,185	$22,185	0	0	60106
SEASONAL EMPLOYEES	9	-	$104,697	$105,100	$105,100	0	0	60107
TOTAL BUDGETED POSITIONS		**10.88**	**$697,488**	**$699,962**	**$699,962**			

Notes:

Salary transfer from 31202-60365 and 31206-60105 to 24199-40801 to cover reorganization ($204,108)

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Dept Manager Salary Exp

Department Number: 21124 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$89,744	$103,000	$114,896	$104,149	$104,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$105,404	$105,404		$1,255

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21124 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$78,384	$85,096	$63,562	$87,828	$88,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$89,074	$89,074		$1,246

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Deputy Director

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: F-T Employee Wage Exp

Department Number: 21124 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$229,437	$240,940	$227,885	$259,325	$233,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$505,484	$505,484		$246,159

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This reflects the reorganization plan

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: P-T Employee Wage Exp

Department Number: 21124 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$135,627	$105,000	$104,576	$66,555	$60,941

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$22,185	-		($66,555)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

		Rate	Hrs/Wk	Weeks		
1 PT officestaff	$	17.00	25.00	52.20	$	22,185
					$	**22,185**

22,185.00

Cub care, building custodians, seasonal custodians wages have been pulled from this line. This will be corrected for FY26 only PT office staff will be budgeted for this line item

CM - Position reflected in 21123 - Community Center

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Temp/Seasonal Emp Wage Exp

Department Number: 21124 Account Number: 60107

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$105,521	$105,000	$83,004	$95,020	$124,179

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$105,100	$105,100		$10,080

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Park Steward 1- RP-Dfld

Rate	Hrs	Subtotal
		$0.00

Park Facility Custodial/Maint April 1-Oct30-M,R,C,StL $0.00

Rotary Park Lifeguard Supervisor

Rate	Hrs/Wk	Weeks	Subtotal
$23.00	40	12.5	$11,500.00

Rotary Park Lifeguards

Number	Rate	Hrs/Wk	Weeks	Subtotal
6	$20.00	40	11.5	$55,200.00

Field Staff Lining, Field Prep

Number	Rate	Hrs/Wk	Weeks	Subtotal
2	$20.00	40	24	$38,400.00

Clifford Park Steward 2 CP-Mfld

Rate	Hrs/Wk	Weeks	Subtotal

$ 105,100

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Overtime Wage Expense

Department Number: 21124 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,537	$2,201	$10,238	$5,000	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000	$0		($5,000)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Lifegard OT **5,000**

CM -Lifegard expenses are in 31106

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Clothing/Uniforms Expense

Department Number: 21124 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$312	$1,500	$1,795	$1,500	$1,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,000	$1,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Clothing Allowance/Staff & Guard Shirts/suits $ 2,000.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Conferences/Training Expense

Department Number: 21124 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,627	$2,000	$32	$2,000	$3,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,740	$5,740		$3,740

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

NNE, MRPA, NRPA conferences			$5,000.00
Registration fees			
CPRP training and test for 2 employees	$290 pp	$	580.00
CPRP recertification fees (2)	$80 pp		$160
		$	5,740.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Travel/Mileage Expense

Department Number: 21124 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6,584	$5,400	$4,769	$6,000	$1,650

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000	$5,000		($1,000)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Travel for conferences		1,800.00
Mileage reimbursement	$	3,200.00
	$	5,000.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Food/Lodging Expense

Department Number: 21124 Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,090	$1,000	$212	$1,000	$3,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,500	$3,500		$2,500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Increased due to more staff $ 3,500.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Dues/Memberships Expense

Department Number: 21124 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$690	$440	$180	$440	$250

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$250.00	$250.00		($190.00)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

MRPA NEPA membership fees $ 250.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Other Prof/Consult Srvs Exp

Department Number: 21124 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,000	$862	$1,000	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		($1,000)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 26 Note: We no longer use this SRCC does water testing for Rotary
Maine Healthy Beaches does testing for oceans

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Service Contracts Expense

Department Number: 21124 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,678	$2,720	$4,606	$10,000	$6,225

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,300	$8,300		-$1,700

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Unit (Qtr)		Rate		Subtotal
MyRec.com	4	$	2,075.00	$	8,300.00
				$	8,300.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Recreation Programs Expense

Department Number: 21124 Account Number: 60365

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$11,300	$7,000	$6,217	$10,025	$4,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,440	$10,440		$415

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Budget	
Special Events - Internal	$	5,000
Special Events - City winterfest/river jam	$	1,000
BMI license	$	440
Additional Program Development	$	1,000
Program Supplies	$	3,000
		10,440

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Electricity Expense

Department Number: 21124 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$12,603	$19,250	$12,022	$20,116	$13,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,000	$13,000		($7,116)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Unit		Rate		Subtotal
St. Louis Office & Field	12.00	$	1,604.05	$	19,248.60

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Phone/Celular/Paging Exp

Department Number: 21124 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6,259	$6,667	$6,414	$5,976	$7,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,500	$8,500		$2,524

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Rotary Park, St.Louis Office, Cell Phones (6) -Computer Links with CH

	Unit		Rate		Subtotal
Verizon	12	$	458.00	$	5,496.00
Great Works Internet	12	$	40.00	$	480.00
				$	5,976.00

Cell plan $887 month for 15 lines	$	10,644.00
12 lines to 60402	$	5,976.00
in line items 31204 31206	$	2,148.00
	$	18,768.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Heating Fuel Expense

Department Number: 21124 Account Number: 60405

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,338	$1,500	$3,038	$3,684	$750

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 3,000.00	$ 1,500.00		($2,184)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Teen Center propane (including tank rental)

	Unit (gal)		Rate	Subtotal
Propane	1,032	$	3.57	3,684.24
			$	3,684.24

Notes:
Teen Center is not being used , so less propane is needed.
We will be using it more in FY26 for new programs.

Building use significanly reduced with relaocation of services.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Diesel Fuel Expense

Department Number: 21124 Account Number: 60410

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,724	$1,700	$2,362	$2,250	$1,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,400	$2,400		$150

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 16	963 gal
FY 17	965 gal
FY 18	3260 gal
FY 19	3018 gal
FY 21	3300 @2.16 per gal
FY 22	3300 at 1.94 per gal
FY 23	
FY 24	750 @ 3.00 per gal

	Unit (gal)		Rate		Subtotal
	750	$	3.00	$	2,250.00
				$	2,250.00
FY26					
5% anticipated increase				$	2,400.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Gasoline Expense

Department Number: 21124 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,562	$5,000	$3,218	$1,792	$2,250

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 2,250.00	$ 2,250.00		$458

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Gasoline for two vans

FY 16	235 gal
FY 17	467 gal
FY 18	473 gal
FY 19	430 gal
FY 21	450 @1.86 $837.00
FY 22	450 at 1.64 $738.00
FY 23	
FY 24	560 gal at 2.50 gal

Unit (gal)		Rate		Subtotal
703	$	3.20	$	2,250.00
			$	-
			$	2,250.00

Notes: More departments are using our vehicles for city business

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Building Repair/Maint Exp

Department Number: 21124 Account Number: 60450

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,640	$3,000	$7,214	$7,448	11, 000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,000	$8,500		$1,052

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

maintenance and repairs exterior buildings	
Doran Field	$1,000
St. Louis	$2,000
Clifford Park	$1,500
Rotary Bathhouse	$2,000
Mayfield	$1,500
Teen Center	$2,000
	$10,000

Reduced expenses for Teen Center and new Bath House

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Operating Equip Repair Exp

Department Number: 21124 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$2,000	$0	$2,000	$1,650

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,000	$800		($1,200)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Park repairs and rehab $ 2,000.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 21124 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$9,668	$10,000	$4,034	$7,250	$2,977

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$7,000	$6,000		($1,250)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

2 Busses, 2 vans, kayak trailer, canoe trailer, 2 ATV's, micro bus

Fiscal Year	Budgeted	Actual
FY 16	$ 5,000.00	$ 5,545.38
FY 17	$ 5,000.00	$ 3,272.40
FY 18	$ 5,000.00	$ 8,375.78
FY 19	$ 5,250.00	$ 5,532.34
FY 20	$ 10,000.00	$ 11,145.00
FY 21	$ 10,000.00	$ 5,832.00
FY 22	$ 12,000.00	$ 5,477.00
FY 23	$ 12,000.00	
	Minimum	$ 3,272.40
	Average	$ 6,454.27
	Maximum	$ 11,145.00

Notes FY26:

2 Busses, 2 vans Kayak/ canoe trailer

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21124 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,282	$3,000	$5,241	$3,000	$3,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,500	$2,800		($200)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

water coolers and refills

marketing tools (printing, canva)

Fiscal Year	Budgeted	Actual
FY 16	$ 3,500.00	$ 3,432.30
FY 17	$ 3,500.00	$ 2,433.38
FY 18	$ 3,500.00	$ 2,758.77
FY 19	$ 2,500.00	$ 2,609.43
FY20	$ 3,500.00	$ 1,487.74
FY 21	$ 2,800.00	$ 1,678.00
FY 22	$ 2,800.00	$ 3,762.00
FY 23	$ 2,800.00	$ 2,282.00
	Minimum	$ 1,487.74
	Average	$ 2,555.45
	Maximum	$ 3,762.00

Notes FY 26

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21124 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$12,637	$7,000	$7,158	$17,193	$12,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$13,000	$13,000		($4,193)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Safety Equipment-First Aid Supplies-Guard Equip	$	3,500
Safety Training-Summer Staff (50 staff)	$	1,500
Technology and AV	$	2,000
Portable toilets PARKS	$	6,000
		$13,000.00

Fiscal Year	Budgeted		Actual	
FY 16	$	16,892.00	$	16,398.84
FY 17	$	16,890.00	$	17,364.77
FY 18	$	16,890.00	$	15,465.96
FY 19	$	16,890.00	$	17,320.00
FY 20	$	16,890.00	$	10,789.00
FY 21	$	12,887.00	$	12,684.00
FY 22	$	15,691.00	$	17,571.00
FY 23	$	15,691.00		
	Minimum		$	10,789.00
	Average		$	15,370.51
	Maximum		$	17,571.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Printing & Copying Expense

Department Number: 21124 Account Number: 60502

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,539	$3,370	$249	$3,952	$3,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,000	$2,800		($1,152)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Paper, printing	$	3,000.00

Fiscal Year	Budgeted	Actual
FY 16	$ 4,000.00	$ 2,971.89
FY 17	$ 6,680.00	$ 3,001.44
FY 18	$ 6,680.00	$ 2,592.87
FY 19	$ 6,000.00	$ 3,511.89
FY 20	$ 6,880.00	$ 3,952.32
FY 21	$ 3,370.00	$ 1,931.91
FY 22	$ 3,370.00	$ 2,697.00
FY 23	$ 3,370.00	$ 3,539.00
	Minimum	$ 1,931.91
	Average	$ 3,024.79
	Maximum	$ 3,952.32

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Cleaning Supplies Expense

Department Number: 21124 Account Number: 60509

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$712	$500	$0	$800	$800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 800	$ 800		$ -

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

cleaning supplies for outside facilities 800.00

Fiscal Year	Budgeted	Actual
FY 16	$ 750.00	$ 931.33
FY 17	$ 900.00	$ -
FY 18	$ 900.00	$ 335.96
FY 19	$ 900.00	$ 417.17
FY 20	$ 950.00	$ -
FY 21	$ 950.00	$ 11.34
FY 22	$ 950.00	$ 807.00
FY 23	$ 950.00	$ 712.00
	Minimum	$ -
	Average	$ 401.85
	Maximum	$ 931.33

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Recreation

Account Title: Financial Aid

Department Number: 21124 Account Number: 60795

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$35,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$35,000	$35,000		$35,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

New line to come from general taxation; previously paid for out of program registration fees.
Estimated historical impact on programs fees is 5-10% of program cost.

Support creation camp attendence

City of Biddeford, Maine

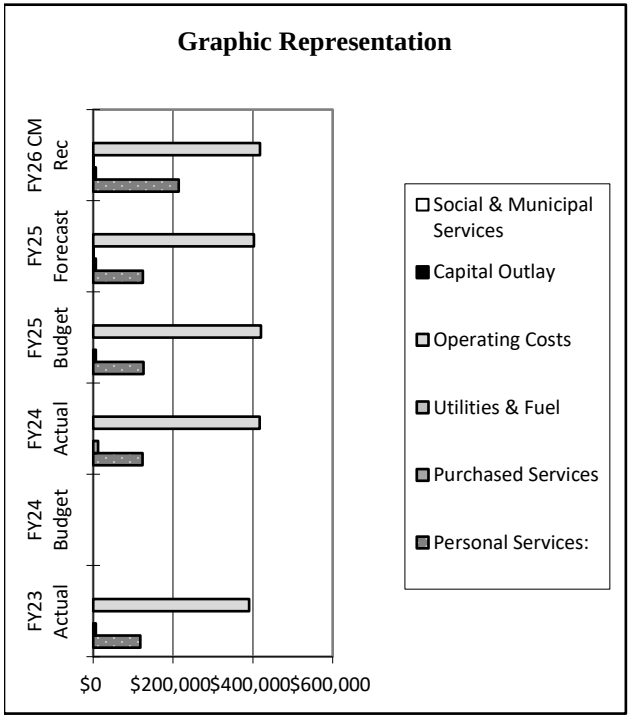
Fiscal Year 2026

Budget: Health & Welfare Expense

Account Number: 21125

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$118,073	$0	$123,814	$125,945	$124,229	$78,917	$214,103	$214,103
Purchased Services	$6,370	$0	$12,520	$6,750	$6,237	$3,637	$6,500	$6,500
Utilities & Fuel	$0	$0	$0	$0	$249	$0	$498	$498
Operating Costs	$391,064	$0	$417,371	$420,700	$403,003	$226,299	$417,600	$409,133
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$515,507**	**$0**	**$553,705**	**$553,395**	**$533,718**	**$308,853**	**$638,701**	**$630,234**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$16,307**
Workers Comp	**$4,255**
Health Insurance	**$61,668**
Retirement	**$21,743**
Unemployment	**$186**
Other Insurance	**$2,340**
Total Fringe Benefit Impact	**$106,499**
# of Full Time Employees	**3.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$125,945	$214,103	$88,158	70.0%
Purchased Services	$6,750	$6,500	-$250	-3.7%
Utilities & Fuel	$0	$498	$498	49800.0%
Operating Costs	$420,700	$409,133	-$11,567	-2.7%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$553,395**	**$630,234**	**$76,839**	13.9%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60105	F-T Employee Wage Exp	$117,993	$0	$123,117	$124,455	$123,980	$78,668	$213,164	$213,164
60111	Overtime Wage Expense	$0	$0	$0	$0	$0	$0	$0	$0
60251	Conferences/Training Expense	$0	$0	$381	$470	$129	$129	$399	$399
60252	Travel/Mileage Expense	$0	$0	$236	$450	$0	$0	$420	$420
60253	Food/Lodging Expense	$0	$0	$0	$450	$0	$0	$0	$0
60256	Dues/Memberships Expense	$80	$0	$80	$120	$120	$120	$120	$120
Totals		**$118,073**	**$0**	**$123,814**	**$125,945**	**$124,229**	**$78,917**	**$214,103**	**$214,103**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60306	Other Prof/Consult Srvs Exp	$6,370	$0	$12,520	$6,750	$6,237	$3,637	$6,500	$6,500
Totals		**$6,370**	**$0**	**$12,520**	**$6,750**	**$6,237**	**$3,637**	**$6,500**	**$6,500**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$249**	**$0**	**$498**	**$498**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60500	Admin/Office Supp/Eqt Non-C	$1,511	$0	$856	$1,000	$140	$22	$500	$500
60501	Operating Supp/Eqt Non-Cap	$370	$0	$17,151	$5,500	$3,084	$3,084	$5,500	$5,500
60502	Printing & Copying Expense	$0	$0	$0	$200	$100	$0	$100	$100
60730	G.A. Electricity Expense	$9,289	$0	$5,160	$10,000	$4,829	$2,749	$6,000	$6,000
60731	G.A. Client Rent Expense	$306,969	$0	$321,697	$330,000	$312,260	$182,260	$320,000	$320,000
60732	G.A. Food/Grocery Expense	$59,738	$0	$61,269	$60,000	$59,956	$24,980	$60,000	$60,000
60734	G.A. Burials Expense	$9,005	$0	$9,600	$8,500	$18,600	$10,850	$20,000	$13,000
60736	G.A. Conveyance	$0	$0	$0	$0	$0	$0	$0	$0
60737	G.A. Telephone Expense	$0	$0	$0	$0	$0	$0	$0	$0
60738	G.A. Sewer User Fee Expense	$0	$0	$0	$0	$0	$0	$0	$0
60739	G.A. Heating Fuel Expense	$0	$0	$0	$1,000	$926	$541	$1,000	$925
60740	G.A. Bottled Gas Expense	$0	$0	$0	$0	$0	$0	$0	$0
60741	G.A. Miscellaneous Expense	$160	$0	$0	$0	$0	$0	$0	$0
60742	G.A. Water Expense	$0	$0	$0	$0	$0	$0	$0	$0
60743	G.A. Medical Expense	$4,021	$0	$1,638	$4,500	$3,108	$1,813	$4,500	$3,108
60797	Miscellaneous Expense	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$391,064**	**$0**	**$417,371**	**$420,700**	**$403,003**	**$226,299**	**$417,600**	**$409,133**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21125 Health & Welfare Expense

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
CASE WORKER	11300	1.00	$90,002	$90,348	$90,348	HAMMER	JACOB	60105
CASE WORKER	11045	1.00	$56,992	$57,211	$57,211	CHARLAND	JENNA	60105
CASE WORKER	11444	1.00	$65,354	$65,605	$65,605	MARCOULLIE	JONATHAN	60105
TOTAL BUDGETED POSITIONS		**3.00**	**$212,347**	**$213,164**	**$213,164**			

Notes:

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Health & Welfare Expense

Account Title: F-T Employee Wage Exp

Department Number: 21125 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$117,993	$0	$123,117	$124,455	$123,980

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$213,164	$213,164		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

(1) General Assistance Administrator

(2) Caseworkers

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Health & Welfare Expense

Account Title: Overtime Wage Expense

Department Number: 21125 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0	$0.00	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contingency
Overtime for meetings running beyond 4:00pm; travel time for Staff to attend Workshops
Emergency calls taken during nights and weekends

Fiscal Year 2026
Budget Request

March 25, 2025

Department: Health & Welfare Expense

Account Title: Conferences/Training Expense

Department Number: 21125

Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$381	$470	$129

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$399	$399		$135

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

(2) GA Workshops - GA Administrator and Caseworkers to attend @ $45.00 each = $270.00
Annual Homelessness Conference for Unhoused Services Coordinator = $129

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Health & Welfare Expense

Account Title: Travel/Mileage Expense

Department Number: 21125 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$236	$450	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$420	$420		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY26 Request

IRS mileage rate = $.70 per mile. City Hall to MMA building is 74 miles one way. Two round trips in two vehicles is 414.4 including tolls on quickest route is $420

Fiscal Year 2026
Budget Request

March 25, 2025

Department: Health & Welfare Expense

Account Title: Food/Lodging Expense

Department Number: 21125

Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$450	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Health & Welfare Expense

Account Title: Dues/Memberships Expense

Department Number: 21125 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$80	$0	$80	$120	$120

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$120	$120		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Maine Welfare Directors Association Membership dues for GA Administrator and 2 Caseworkers - $40.00 each

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Health & Welfare Expense

Account Title: Other Prof/Consult Srvs Exp

Department Number: 21125 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6,370	$0	$12,520	$6,750	$6,237

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,500	$6,500		$200

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

The City is responsible for providing Interpreters when necessary; and these costs are non-reimbursable through the GA Program. Certified Languages International charges $1.30 per minute. This service is now used daily due to the office seeing an increase in asylum seekers, refugees and other immigration population.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** #N/A

Account Title: #N/A

Department Number: 21125 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$249

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$498	$498		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

GA administration is required to be available 24/7. our current structure has the GA administrator on call for emergencies 24/7. the work cellphone is $41.54 a month.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Health & Welfare Expense

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21125 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,511	$0	$856	$1,000	$140

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

General office and filing supplies; file folders, hanging folders, pens, highlighters, sticky notes and other organizational supplies

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Health & Welfare Expense

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21125 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$370	$0	$17,151	$5,500	$3,084

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,500	$5,500		$4,580

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

No current campsites to cleanup, but small contigency maintained. Last cleanup was $1800. Additionally, two laptops requested to assist in modernizing GA process and seeing more clients more quickly.
Welpac database yearly license -$1000

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Health & Welfare Expense

Account Title: Printing & Copying Expense

Department Number: 21125 Account Number: 60502

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$200	$100

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100	$100		$200

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Closure of Payee program, and GA modernization plan should lessen need for copying expenses. Only item still in budget is potential for business cards.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Health & Welfare Expense

Account Title: G.A. Electricity Expense

Department Number: 21125 Account Number: 60730

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$9,289	$0	$5,160	$10,000	$4,829

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,000	$6,000		$1,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This is an account used for all general utilities, of which electricity is the primary expense that is paid
An increase is being requested due tocover the rising costs of electricity

FY25 average as of 2/1/25 is $416 a month. A rise is expected in April as that is when CMP disconnects go out again.
a

Fiscal Year 2026
Budget Request

March 25, 2025

Department: Health & Welfare Expense

Account Title: G.A. Client Rent Expense

Department Number: 21125

Account Number: 60731

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$306,969	$0	$321,697	$330,000	$312,260

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$320,000	$320,000		$33,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Over the past year, Biddeford GA has seen more and more homeless clients. Per State GA Guidelines, homelessness is considered an emergency and as such, clients are found housing (motels, Thatcher, other temporary shelter) which is paid for out of this account. This has created an increase in use of these funds, and the trend appears to be that this will continue for the foreseeable future. Stable housing is not easily accessible in Biddeford; and is typically well-above the GA maximums or allowable funding.

While number of unhoused clients has increased in FY25 due to a variety of economic and social factors, including the City's no camping on public property stance. The Seeds of Hope warming center has created a situation where price per bednight has dropped significantly compared to prior years where hoteling was the only option for single adults.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Health & Welfare Expense

Account Title: G.A. Food/Grocery Expense

Department Number: 21125 Account Number: 60732

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$59,738	$0	$61,269	$60,000	$59,956

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$60,000	$60,000		$500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

GA food assistance is almost exclusive to refugee and asylum seekers who do not yet qualify for DHHS SNAP or have work authorization and hence no money or method to support themselves. There have been increased partnerships with local food security resources, which have filled the gap regarding food assistance, but GA coverage is still necessary in many cases. Additionally, the processing of food vouchers, occurs after Hannaford returns reciepts with the exact amount owed. There is no set schedule for Hannafords delivery of receipts to the City and as such, the city may pay for a voucher months after it is issued, making projections difficult in this category.

current estimate- 4996/ month = 59,956

Fiscal Year 2026
Budget Request

March 25, 2025

Department: Health & Welfare Expense

Account Title: G.A. Burials Expense

Department Number: 21125

Account Number: 60734

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$9,005	$0	$9,600	$8,500	$18,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$20,000	$13,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Burial expenses are not consistent from year to year. There is no way to estimate or determine how many folks will pass away who have no family or other way to cover burial expenses. A reasonable estimate is made by looking at what was spent in past years. Year over year, FY25 has already seen a significant increase of expenses in this category.

average per month $1,550

18600

Fiscal Year 2026
Budget Request

March 25, 2025

Department: Health & Welfare Expense

Account Title: G.A. Conveyance

Department Number: 21125

Account Number: 60736

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

The ShuttleBus has graciously given the GA Office bus passes consistently for the entirety of FY25
Additionally, Age Friendly Biddeford has been able to support with transportation as well, supporting a large demographic of GA clientele.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Health & Welfare Expense

Account Title: G.A. Heating Fuel Expense

Department Number: 21125 Account Number: 60739

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$1,000	$926

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,000	$925		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Most applicants who seek assistance with fuel are over income and do not qualify for the GA Program. In these cases, folks are often assisted through other fuel assistance programs; however, funds do need to be available for those applicants who do qualify for the GA Program or would be considered for emergency assistance.
In FY 25, GA partnered with the HEAP program to process apps and emergency requests through the GA office. This has mitigated impact on the GA program.

Heating assistance is only considered during winter months, and as such is generally quite low. monthly average = $77

924

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Health & Welfare Expense

Account Title: G.A. Medical Expense

Department Number: 21125 Account Number: 60743

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,021	$0	$1,638	$4,500	$3,108

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,500	$3,108		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This account is used to cover medical expenses for those who don't qualify under Maine Care, but do qualify for the GA Program. Biddeford has recently seen an increase in Asylum Seekers (Immigrants), who do not qualify for Maine Care; and therefore, rely on the GA Program for various needs, including medical expenses/prescriptions.

Like food vouchers, we only have one vendor for prescription vouchers add we require completed receipt to fully process payment. Receipts do not arrive on a specific schedule, and such it is difficult to project true needs.

FY25 monthly average =$259 3108

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Health & Welfare Expense

Account Title: Miscellaneous Expense

Department Number: 21125 Account Number: 60797

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

City of Biddeford, Maine

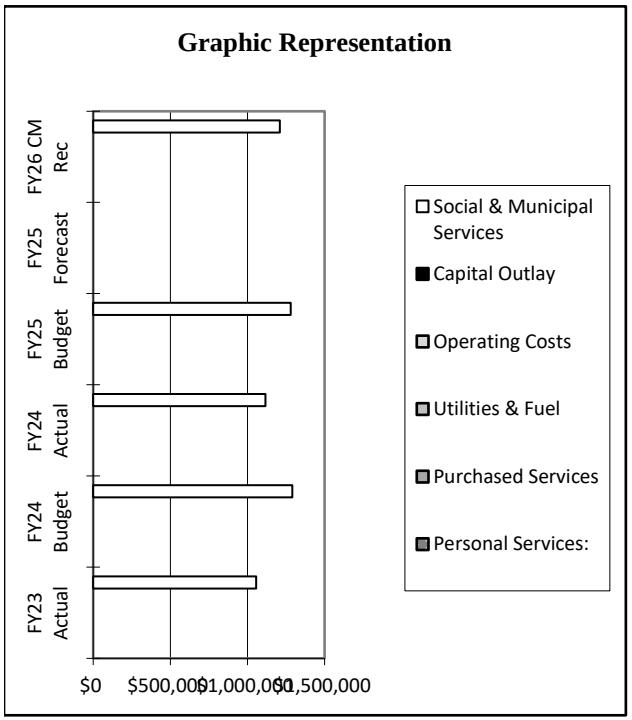
Fiscal Year 2026

Budget: Municipal Services

Account Number: 21128

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$1,056,741	$1,290,000	$1,115,956	$1,280,435	$0	$429,846	$1,209,340	$1,209,340
TOTALS:	**$1,056,741**	**$1,290,000**	**$1,115,956**	**$1,280,435**	**$0**	**$429,846**	**$1,209,340**	**$1,209,340**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$1,280,435	$1,209,340	-$71,095	-5.6%
TOTALS:	**$1,280,435**	**$1,209,340**	**-$71,095**	-5.6%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
61199	Total Muni Svcs Allocation	$1,056,741	$1,290,000	$1,115,956	$1,280,435	$0	$429,846	$1,209,340	$1,209,340
Totals		**$1,056,741**	**$1,290,000**	**$1,115,956**	**$1,280,435**	**$0**	**$429,846**	**$1,209,340**	**$1,209,340**

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Municipal Services

Account Title: Total Muni Svcs Allocation

Department Number: 21128 Account Number: 61199

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Projection
$1,056,741	$1,290,000	$1,115,956	$1,280,435	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	1,209,340.00	1,209,340.00		($71,095.00)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

See attached detail sheet for requests

reduced without specific recommendations because of budgetary pressures.

FY25 Award	$ 1,209,340.00
FY26 Request	$ 1,974,957.00
CM Recommendation	$ 1,209,340.00
Budget Committee	$ -
Council	$ -

Account Number	Agency Description	FY24 Funding	FY25 Request	FY25 Committee Award	FY26 Request	FY26 CM	FY26 Committee	FY26 Council
M	Engine		$20,000	$12,600				
M	McArthur Library	$665,000	$1,005,728	$750,000	$1,250,000			
M	Heart of Biddeford - Operating	$100,000	$110,000	$100,000	$110,000			
M	City Theater	$35,000	$75,000	$36,750	$50,000			
M	LaKermesse Donation Exp	$13,500	$15,000	$14,175	$15,000			
M	Holiday Lighting	$20,000	$20,000	$10,000	$16,000			
M	Biddeford Cultural and Heritage Center	$7,500	$10,000	$7,875	$10,000			
M	Historical Society	$7,500	$7,500	$7,500	$10,000			
M	Heart of Biddeford - Riverjam	$5,000	$5,000	$5,000	$5,000			
M	Biddeford Mills Museum	$2,500	$7,500	$2,625	$4,500			
S	Seacost Shipyard				$200			
S	Subcircle				$5,000			
S	Southern Maine Veterans Memorial Cemetery				$2,000			
S	Saco Path Finders				$1,600			
S	Day One				$2,500			
S	Biddeford Community Garden				$35,741			
S	Maine Public				$150			
S	Lake Stewards of Maine				$1,500			
S	Life Flight				$2,000			
S	United Way of Southern Maine				$15,000			
S	My Place Teen Center	$50,000	$150,000	$80,000	$150,000			
S	In-A-Pinch Non-Food Pantry		$35,000	$31,400	$4,500			
S	Seeds of Hope Neighborhood Ctr	$38,000	$40,000	$28,000	$180,000			
S	Bon Appetit Community Meal Program		$24,000	$24,000	$24,000			
S	Biddeford Public School Education Foundation		$15,000	$15,000	$20,000			
S	Youthful Maine		$20,000	$15,000	$10,000			
S	Apex Youth Connection		$20,000	$12,000	$20,000			
S	York County Community Action Corporation	$0	$4,000	$8,500	$8,500			
S	Age-Friendly Biddeford		$20,000	$7,500	$10,000			
S	Caring Unlimited		$6,766	$6,766	$6,766			
S	Maine Behavioral Health		$5,000	$5,000				
S	Vet2Vet			$4,999				
S	Esther Residence		$3,000	$2,400	$5,000			
S	Kids Free to Grow		$2,000	$2,000				
S	Southern Maine Agency on Aging		$13,000	$2,000				
ADJST	Adjustments					$1,209,340		
Outside Agency Subtotal		$944,000	$1,633,494	$1,191,090	$1,974,957	$1,209,340	$0	$0

Account Number	Board/Committee/Commission Description	FY24 Funding	FY25 Request	FY25 Committee Review	FY26 Request			
1102MUN-608010	Biddeford Conservation Comm	$3,000	$3,000	$3,000	Moved	Moved	Moved	Moved
1102MUN-608035	Planning Board	$3,500	$3,500	$3,500	Moved	Moved	Moved	Moved
1102MUN-608065	Climate Task Force		$3,000	$3,000	Moved	Moved	Moved	Moved
1102MUN-608067	Additional Community Events Funding	$10,000	$3,500	$3,500	Moved	Moved	Moved	Moved
1102MUN-608110	Historic Preservation Comm	$1,000	$1,000	$1,000	Moved	Moved	Moved	Moved
	Downtown Development Committee	$1,000	$1,000	$1,000	Moved	Moved	Moved	Moved
	Public Arts Commission		$1,250	$1,250	Moved	Moved	Moved	Moved
	Project Canopy Committee		$2,000	$2,000	Moved	Moved	Moved	Moved
Board and Commission Subtotal		$18,500	$18,250	$18,250	$0	$0	$0	$0

SUMMARY	FY24 Funding	FY25 Requests	FY25 Committee Review	FY26 Request	FY26 CM	FY26 Committee	FY26 Council
Outside Agency Total	$944,000	$1,633,494	$1,191,090	$1,974,957	$1,209,340	$0	$0
Board/Committee/Commission Total	$18,500	$18,250	$18,250	Moved	$0	$0	$0
Grand Total - Municipal & Social Services	**$962,500**	**$1,651,744**	**$1,209,340**	**$1,974,957**	**$1,209,340**	**$0**	**$0**

City of Biddeford

205 Main Street/PO Box 586

Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Heart of Biddeford, along with our new program Art of Biddeford

Principal Address: 205 Main Street, Suite 103

[redacted]
Biddeford, ME 04005

Executive Director: Delilah Poupore

Contact Person/Phone Number: 207-284-8520, or cell 207-251-5695

Est. Total Agency Budget for 2024/2025: $270,500

Actual 2023/2024 Budget: $254,319

Amount requested from the

City of Biddeford: $110,000. Plus, $5000 specifically for River Jam marketing, plus $10,000 to purchase lights for the trees throughout the downtown.

What percent of your annual budget does this request represent: 37%

What percent of this request will be used towards salaries: 50%

What percent of this request will be used towards direct services/programming: 50%

Please provide your agency's mission statement:

Powered by the strength of community involvement, Heart of Biddeford fosters a vibrant, inclusive, and sustainable downtown for residents, businesses, and visitors. Through Art of Biddeford, we connect the community through the arts, foster creativity, and build equitable access to arts entrepreneurship.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

The needs that Heart of Biddeford addresses can be boiled down to two main commitments:
1) our community's need for social cohesion, and
2) our small businesses' needs to stay resilient amid the challenges of today's economic environment.

How is that need determined or measured?

Two major reports in Maine were recently released that show substantial cross-sector agreement that:

1) **social cohesion is key for individual and community wellbeing: https://goldfarbcenter.colby.edu/wp-content/uploads/2024/10/Strengthening-Maines-Civic-Life.pdf and**
2) **as the country experiences a higher level of economic uncertainty, businesses need a strong entrepreneurial ecosystems and placemaking are more than ever. https://www.mainebiz.biz/sites/default/files/inline-files/5%20On%20Future%20Forum%20-%20Amanda%20Rector%20PPT%202025.pdf**

Heart of Biddeford uses best practices to address these issues, as informed by Main Street America, the Maine Downtown Center, Maine Association of Nonprofits, Maine Philanthropy Center and more. While it is difficult to measure social cohesion and business resilience, we do measure our outputs as well as levels of community engagement (at events, at business networking and training events, on social media, email opens and clicks, website activity, volunteerism).

How is your program attempting to meet that need and what is the outcome that you expect to achieve?

(Please be as specific as possible)

Heart of Biddeford (HOB) strengthens social cohesion and small business resilience by fostering connections, inclusivity, and shared economic opportunity for the entire community.

To bring people together across all backgrounds, we:

- **Engage residents of all ages and experiences in volunteer opportunities that build relationships, strengthen social capital, and empower both longtime and newer community members.**
- **Host free, inclusive events that celebrate music, art, and culture, creating welcoming spaces where people from diverse backgrounds can connect.**
- **Host Art of Biddeford program, developed with input from the broader arts community, to provide a shared creative space that fosters collaboration and opportunity.**
- **Work collaboratively on city and community initiatives to address housing, economic development, and climate resilience while ensuring marginalized voices are included in decision-making.**

To support small business resilience for everyone, we:

- **Connect all businesses, including artists, nontraditional, and underserved entrepreneurs to resources, mentorship, and networking opportunities.**
- **Increase visibility for local businesses through marketing, events, and cross-promotions that drive foot traffic and economic growth downtown.**
- **Provide clear, accessible communication through a widely read weekly e-newsletter and multiple platforms, ensuring all community members have access to vital information and opportunities.**

By fostering connection, collaboration, and economic opportunity for all, HOB helps Biddeford remain a thriving, inclusive, and resilient community where businesses and residents support one another.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

As a Main Street organization, Heart of Biddeford updates bi-annual reinvestment statistics (new businesses, new employees, new housing, new construction, number of events and attendees, number of volunteers). In addition, every year we are accredited through Main Street America, verifying that we are implementing the Main Street approach to community revitalization.

Lastly, our board and standing committees engage in strategic planning each spring to ensure that we are completing the previous year's goals, and setting new goals.

Client eligibility criteria:

Heart of Biddeford was formed as a nonprofit to focus on the revitalization of the historic district, so we do have district boundaries. However, our work is always designed to be of benefit to the entire community.

Describe any fee or payment structure your organization charges for services:

- **We charge for some events that are designed to be fundraisers (e.g., I Heart Biddeford 5K Race, and Oktoberfest)**
- **We also receive sponsorships from businesses in exchange for marketing.**
- **We do not charge businesses for entrepreneurial support activities**

Describe services provided:

Our events and sponsorship benefits are described here: https://heartofbiddeford.org/sponsorships/

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

Yes, Heart of Biddeford has an office at 205 Main Street, Suite 103, where meetings are held for HOB-specific programs as well as for projects and coalitions of which HOB is a part (e.g., Homeless Coalition, or for groups that we serve as Fiscal Sponsor.) We are also a first point of contact for visitors to town and entrepreneurs seeking resources.

Define a unit of service as it pertains to the program:
We are not direct service providers for the most part, however, we provide services through the following units:

- **experiences at events**
- **meetings and emails with business owners related to increasing information or training**
- **promotion of businesses on social media and newsletters.**

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

Heart of Biddeford partners with almost all of the non-profit organizations in Biddeford, and more in the county, to achieve our goals, and these are some examples:

- **Hosting the Cultural Coalition so La Kermesse, McArthur Library, City Theater, BCHC, Biddeford Mills Museum, Biddeford Historical Society, and Subcircle dance are all in communication and able to amplify each other's events**
- **Serving on the Homelessness Task force for many years, helping to ensure successful communications and planning. Also serving on the Digital Inclusion committee, and SMPDC's energy resilience stakeholder group.**
- **Working with Biddeford Middle School, High School, BRCOT, and the Alternative Pathways students on volunteerism and internship projects**
- **Partnering with UNE through volutneerism and internship projects**
- **Partnering with several churches, the synagogue, and a Muslim group in order to involve their members in HOB events, or to amplify their events**
- **Serving as a "spoke" on the Southern Maine Planning & Development's hub program**
- **Partnering with Saco Main Street and the Chamber to co-host events and support businesses**

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent
No

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income?

- **The vast majority of HOB events are free, and intended to be welcoming and inclusive environments. Through our Community Soup-er and other events, we engage in fundraising to support the Food Pantry and Seeds of Hope.**

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in

the previous fiscal year? **No**

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

We have not been audited before, however we are working with the Maine Downtown Center right now to find out best practices and funding mechanisms to conduct an audit or review. We do have an outside accountant who ensures our tax procedures are correct and we use a payroll service to ensure our payroll taxes are correct. Most nonprofits that do not receive federally funding are not generally audited; however, we know that we will eventually become eligible for federal grants and will want to be prepared.

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
110,000	50	50		
5,000 for RJ marketing	0	100		
10,000 lights purchase	0	100		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal		0	0	0
State		0	0	0
County		0	0	0
Municipal - Contribution (not the RJ and Lights)		100,000	100,000	110,000
JTPA		0		0
3RD Party (Donors, Sponsors)		94,000	92489	100,000
Fees/Tuition (sales, and event fees– connected with event expenses)		59,000	59,839	77,000
Private Insurance		0	0	0
Endowments		0	0	0
United Way		0	0	0
Grants		17,500	22,790	50,000
Other Income/Surplus				14,618
In-kind Contributions				
Totals:		270,500	275,118	351,618
EXPENSES				
Salaries/Benefits		158,294	158,294	$226,162
Other operating expenses		112,206	116,824	125,456

Total number of individuals served (unduplicated): We have no way to determine if the 15,000 people who

attend events are duplicates. There are at least 282 business and property owners on our downtown business email list, 4481 on our artists/arts list, and 2052 on our general email list.

Total number of units provided: 16 community events (many over multiple days or even weeks), 3 business trainings, hundreds of business contacts in person or by email, 150 emails sent each year.

Total number of individuals served from Biddeford: At least 15,282

Percent of total client count that are residents of the City of Biddeford: 80%

What other municipalities provide financial assistance and how much does each provide?

No other municipalities.

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

No

Per capita cost of service(s); each individual counted only once:

Given the types of services we provide, this is not computable.

Unit of service cost: **Same as above.**

How many members of your agency have authority to decide where/how your funds will be spent?

Our 14 member board of directors votes to approve our budget, and our Finance Committee ensures each month that the paid staff work within that budget. If there is a wish by the staff or any committee to change income or expenses, the entire board must vote to approve that.

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

The Executive Director (paid position) is responsible for implementing the budget that is approved by the board of directors.

Agencies REQUIRED to file yearly audits—include a copy of last audited financial statement. Agencies NOT REQUIRED to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
I Heart Biddeford 5K	Community members who walk, run, push strollers, roll in wheelchairs, interested in fitness.	6,009	3,928	Last Saturday of October each year.
Oktoberfest	Biddeford residents and visitors within 20 miles that enjoy	30,588	8,757	Last Saturday of September each year

	German, brewery and beer culture, as well as outdoor festivals.			
Other events with net positive income (River Jam, Music in the Park)	Biddeford residents and visitors who enjoy outdoor music festivals – these are free events, but due to sponsorships the expenses can be less than the income.	44,000	3,000	5 Wednesdays in July, and then the third Saturday of August each year.
LuckyHOB Raffle	People who support HOB, that can afford a $25 or $100 ticket, with the chance to win a $1000 or $500 prize.	2500	5,500	Feb. 1-March 17 each year
*Possibly a Biddeford Ball	We may offer this as a fundraiser for Art of Biddeford, drawing people who have attended the ball in the past.	TBD	At least $5000	To be determined
*Other events at The Foundry for Art of Biddeford	Locals and visitors who are interested in art, film, theater, dance, music at a reasonable price	TBD	At least $5000	

VALIDATION

I,Delilah Poupore_____, of Heart of Biddeford_____

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

Executive Director_____.

(Title)



Feb. 27, 2025

Signature/Title

Date

*****ADDITIONAL INFORMATION*****

Please find attached HOB's Impact Report

HEART OF BIDDEFORD
A MAIN STREET COMMUNITY

ART OF BIDDEFORD
ARTS IN THE COMMUNITY

FY25 Impact Report
+ FY26 Municipal Services Request

February 28, 2025



City Support in FY25 Empowered HOB to Expand Our Impact

This report showcases how the City's FY25 support helped Heart of Biddeford level up—bringing bigger crowds to better events, boosting grants for local businesses, taking a bold shot at a $20 million climate project, and kicking off an exciting new arts initiative!

16 HOB Events

Wellness Crawl
Restaurant Week & Soup-er
Memorial Day Parade
Jane's Walk
Pride
Music in the Park
River Jam
Nat'l Night Out partner
Oktoberfest
Maine Craft Weekend
Veterans Day Parade
Holiday Stroll
Merry & Bright Night
Menorrah Lighting
WinterFest partners



Connecting 15,000 people

Boosting the downtown

Continuing Traditions

Business Support

Launched:

- BiddefordSacoBizHub.com
- “Two Cities: One Main Street” podcast

Trained:

- Inclusive Visitor Experiences
- Design Thinking

Funded:

- Ensured businesses took full advantage of local grant programs





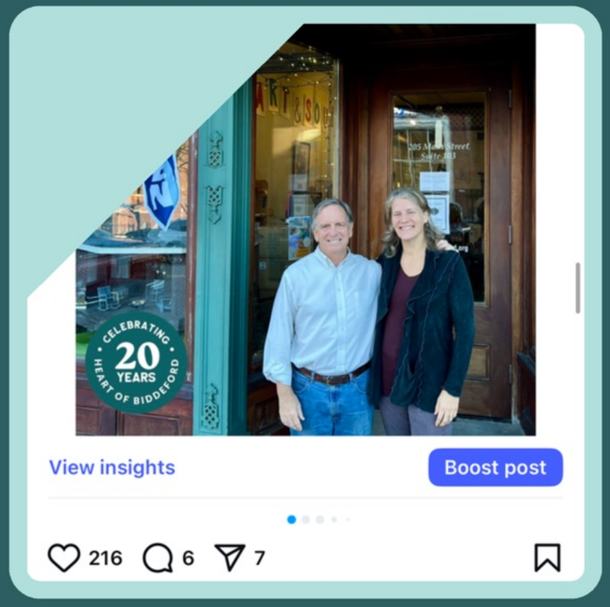
4 HOB Collective Promotions

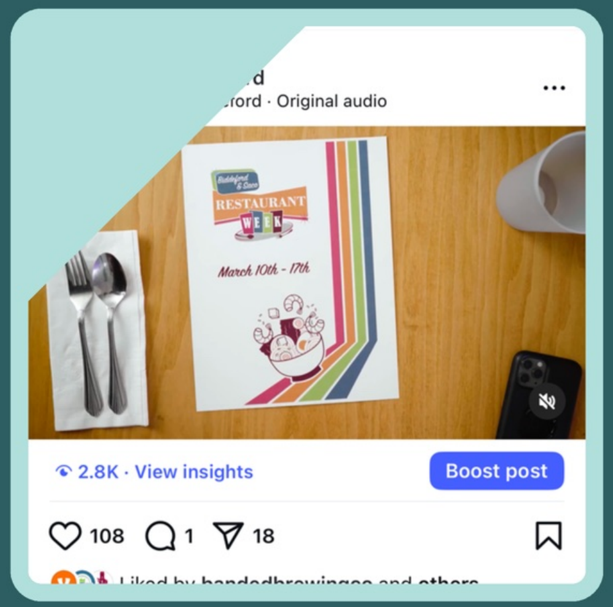




Marketing

3 newsletters/week, 5 active social media channels







150% increased # of accounts reached

2000+ new followers

x2 doubled social media channels

HOB's director spoke at the national Main Street Now Conference, and conferences for the Maine Downtown Center, Rhode Island Main Street, and Colorado Main Street

779
Volunteers





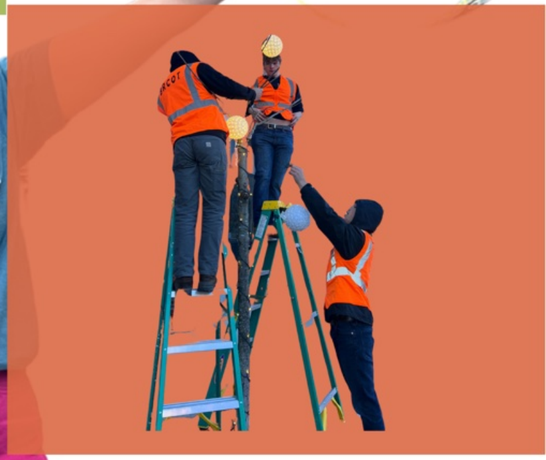


3436
Hours



$104,969
Value of Volunteer Time
Based on Independent Sector multiplier











Volunteerism

Tourism

Attracting visitors while benefitting locals and businesses



Grants

- Implemented $5000 Maine Office of Tourism grant to promote River Jam regionally.
- Now implementing $5000 grant to offer cultural tours visiting businesses this summer.
- Awarded a $12,500 “Science on Main Street” grant to weave together science, history, and ecology in telling how the waterfall powered the mills.

Events and Partnerships

- This year, we hosted the state’s Maine Downtown Conference, which brought 150 people.
- HOB coordinates the Cultural Coalition to increase communication across organizations and cross-promote our visitor experiences.
- Art of Biddeford’s first event weekend drew 500 people to The Foundry for WinterFest.

MainStreetMaine.org Statewide Marketing Program

The social media metrics on our collaborative marketing program demonstrate growing interest in visits to Maine’s Main Streets:

- Website Traffic Growth – 293K visits (+56%) and 196K unique visitors (+59%) in 2024.
- Biddeford’s Presence – 27,960 visits to Biddeford’s page; 2,212 for Oktoberfest; 2,071 for Apéro Maine.
- Social Media Boost – Facebook reach up 204%, Instagram up 1,200%.



Providing Infrastructure

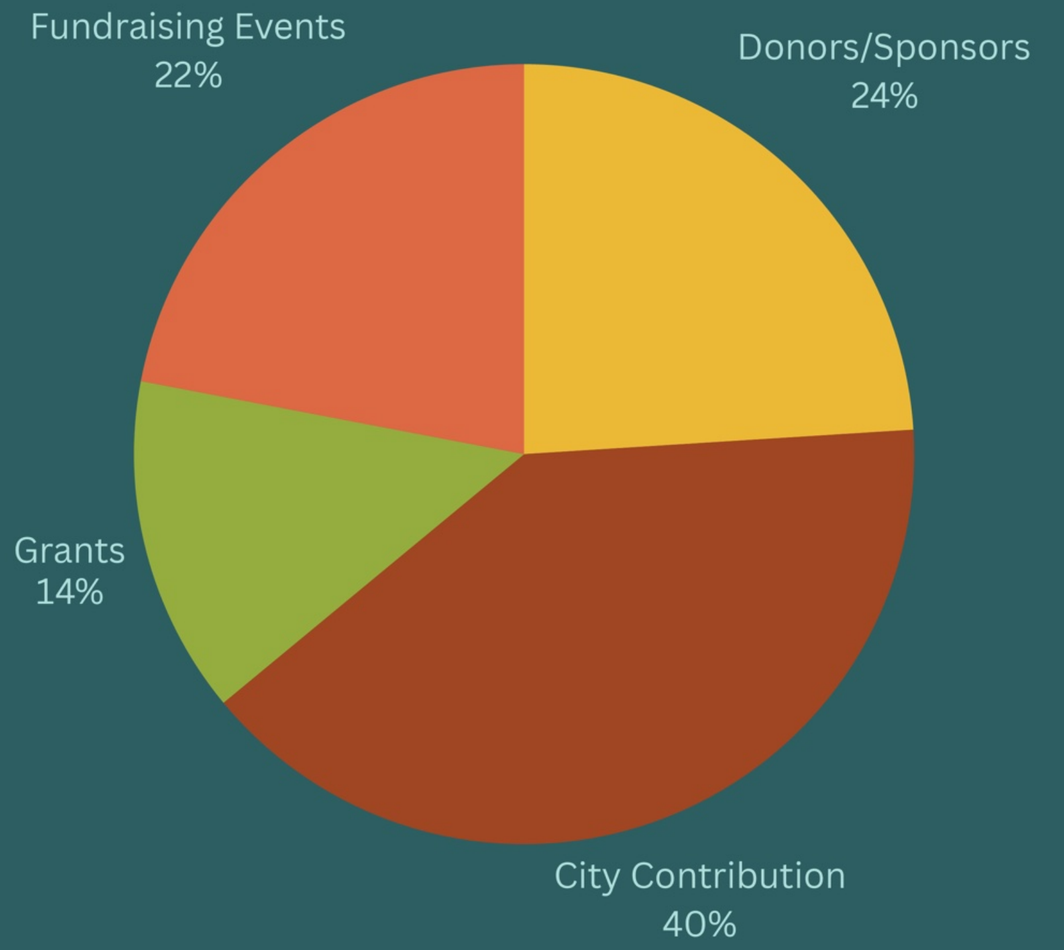
HOB serves as a Fiscal Sponsor for the following entities -- supporting community projects to fulfill charitable purposes

- Biddeford Community Gardens
- Age Friendly Biddeford
- Friends of Clifford Park
- Biddeford Dog Park
- Art Bus
- Friends of Lincoln Mill Clock Tower

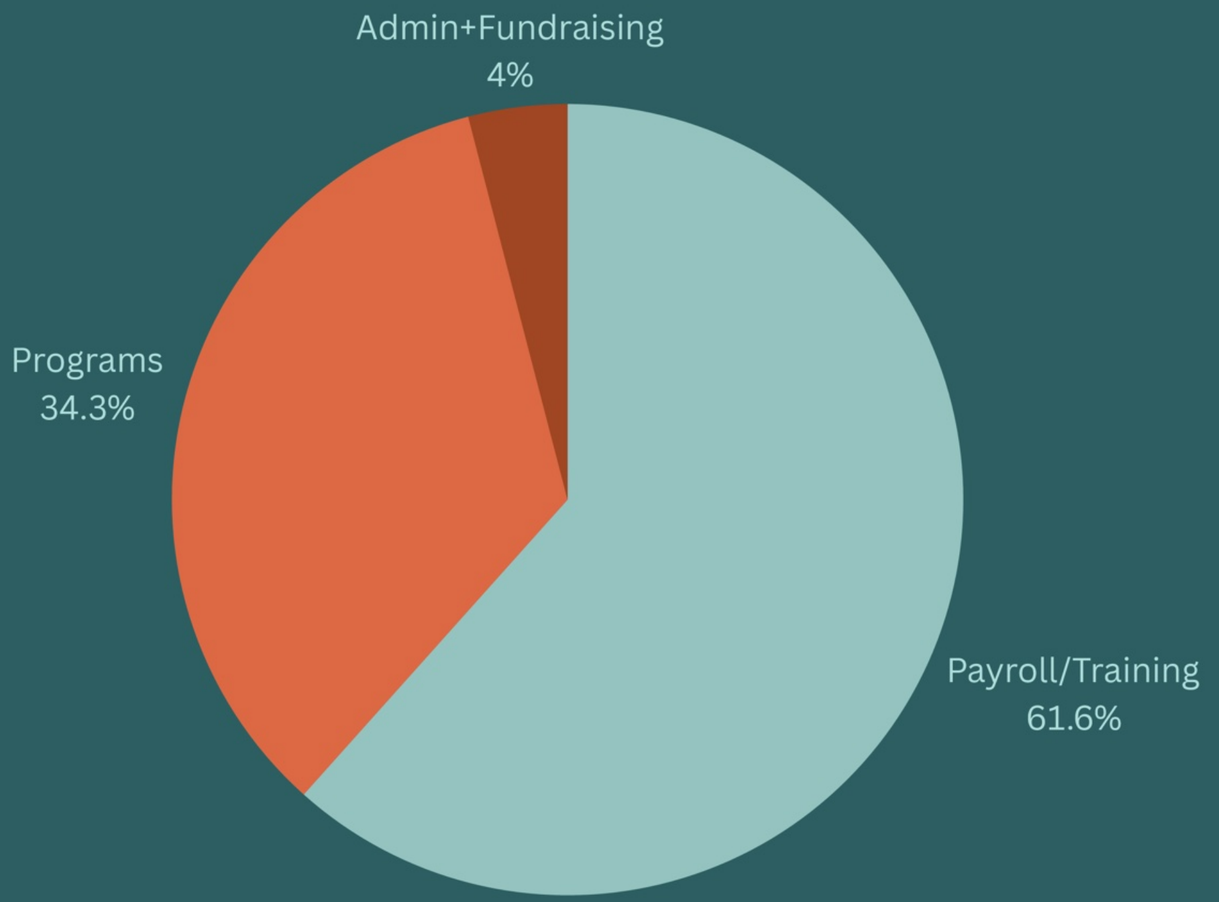
Though we did not win the grant, HOB played a key role in a $20 million application for an EPA Climate grant in partnership with the Univerity of New England.

HOB FY25 BUDGET SUMMARY

INCOME



EXPENSES



What's Next in FY26?

1. Ensure existing businesses are in communication with HOB and networked with other businesses.
2. With the launch of **Art of Biddeford**, add more events, cultivate creativity, support artist entrepreneurship. If awarded a $100,000 grant through Main Street America in May, start an arts accelerator at The Foundry.
3. Launch a tour program this summer featuring downtown businesses and sites of interest to attract visitors.
4. Implement a "Science on Main Street" grant, related to tourist attraction.
5. Increase River Jam and Oktoberfest attendance by another 20%.

ART OF BIDDEFORD
ART IN THE COMMUNITY





HOB FY26 Request

HOB + AOB Operating	$110,000
River Jam	$ 5,000

Thank you!



Holiday Lighting Request: $10,000 Pays to purchase lights and globes for the following projects:

- Main Street Trees
- City Square
- Bridges
- Mechanics Park
- Veterans Park
- Pearl Street
- 315 Main Street,
- Williams Court
- Washington Street
- Lower Main Street
- Alfred Street

In FY24 the City contributed $10,000 to HOB for lights/wreath purchases.

The City also contributed $6000 to La Kermesse for their role in the project.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 21 2004

HEART OF BIDDEFORD
C/O DAVID C FLOOD
PO BOX 993
BIDDEFORD, ME 04005

Employer Identification Number:
34-2003673
DLN:
17053216039014
Contact Person:
FAYE NG ID# 31290
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
JUNE 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
YES
Effective Date of Exemption:
MAY 17, 2004
Contribution Deductibility:
YES
Advance Ruling Ending Date:
JUNE 30, 2008

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

A For the 2022 calendar year, or tax year beginning 07/01/22 **, and ending** 06/30/23

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
HEART OF BIDDEFORD

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
205 MAIN STREET

City or town, state or province, country, and ZIP or foreign postal code
BIDDEFORD ME 04005

D Employer identification number
34-2003673

E Telephone number

G Gross receipts$ 367,482

F Name and address of principal officer:
DELILAH POUPORE

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: http://heartofbiddeford.org/

H(c) Group exemption number

K Form of organization: ☐ Corporation ☐ Trust ☒ Association ☐ Other | **L** Year of formation: 2004 | **M** State of legal domicile: ME

Part I Summary

1 Briefly describe the organization's mission or most significant activities:
See Schedule O

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	18
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	18
5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	2
6	Total number of volunteers (estimate if necessary)	6	0
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

Activities & Governance

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	152,546	141,897
9	Program service revenue (Part VIII, line 2g)	171,249	222,659
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	180	133
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	7,869	2,793
12	Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	331,844	367,482

Revenue

13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
14	Benefits paid to or for members (Part IX, column (A), line 4)		0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	91,220	97,767
16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
b	Total fundraising expenses (Part IX, column (D), line 25) 0		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	249,451	267,156
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	340,671	364,923
19	Revenue less expenses. Subtract line 18 from line 12	-8,827	2,559

Expenses

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	135,038	164,257
21	Total liabilities (Part X, line 26)	110,025	136,685
22	Net assets or fund balances. Subtract line 21 from line 20	25,013	27,572

Net Assets or Fund Balances

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer — Date

DELILAH POUPORE EXECUTIVE DIRECTOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☒ if self-employed	PTIN
Adam C. Hobson CPA	Adam C. Hobson CPA	11/08/23		P01270081

Firm's name: Hobson & Company, LLC — Firm's EIN: 45-3595502
Firm's address: PO Box 70, Saco, ME 04072-0070 — Phone no. 207-283-0023

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.
DAA

Form **990** (2022)

Part III **Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III ☒

1 Briefly describe the organization's mission:

See Schedule O

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ **318,734** including grants of$) (Revenue $ **222,659**)

Fostered economic development and improved the downtown and quality of life within its boundaries by supporting existing businesses, attracting new businesses, promoting the downtown through events, and working to beautify the urban core.

4b (Code:) (Expenses $ including grants of$) (Revenue $)

N/A

4c (Code:) (Expenses $ including grants of$) (Revenue $)

N/A

4d Other program services (Describe on Schedule O.)

(Expenses $ including grants of$) (Revenue $)

4e Total program service expenses **318,734**

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	**1**	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors?* See instructions	**2**	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	**3**		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	**4**		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	**5**		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	**6**		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	**7**		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	**8**		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	**9**		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V*	**10**		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	**11a**	X	
b	Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	**11b**		X
c	Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	**11c**		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	**11d**		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	**11e**		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	**11f**		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	**12a**		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	**12b**		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	**13**		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	**14a**		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	**14b**		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	**15**		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	**16**		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	**17**		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	**18**		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	**19**		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	**20a**		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	**20b**		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	**21**		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O.	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c			

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return **2a** 2			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	**2b**	X	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	**3a**		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*	**3b**		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	**4a**		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	**5a**		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	**5b**		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	**5c**		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	**6a**		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	**6b**		
7	**Organizations that may receive deductible contributions under section 170(c).**			
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	**7a**		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	**7b**		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	**7c**		X
d	If "Yes," indicate the number of Forms 8282 filed during the year **7d**			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	**7e**		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	**7f**		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	**7g**		X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	**7h**		X
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	**8**		
9	**Sponsoring organizations maintaining donor advised funds.**			
a	Did the sponsoring organization make any taxable distributions under section 4966?	**9a**		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	**9b**		
10	**Section 501(c)(7) organizations.** Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12 **10a**			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities **10b**			
11	**Section 501(c)(12) organizations.** Enter:			
a	Gross income from members or shareholders **11a**			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) **11b**			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	**12a**		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year **12b**			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**			
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.	**13a**		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans **13b**			
c	Enter the amount of reserves on hand **13c**			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	**14a**		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*	**14b**		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	**15**		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	**16**		X
17	**Section 501(c)(21) organizations.** Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	**17**		

Part VI **Governance, Management, and Disclosure** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI ..... [X]

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	**1a**	18		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent	**1b**	18		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	**2**			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	**3**			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	**4**			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	**5**			X
6	Did the organization have members or stockholders?	**6**			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	**7a**			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	**7b**			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	**8a**		X	
b	Each committee with authority to act on behalf of the governing body?	**8b**		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	**9**			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	**10a**		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	**10b**		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	**11a**	X	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	**12a**	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	**12b**	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	**12c**	X	
13	Did the organization have a written whistleblower policy?	**13**	X	
14	Did the organization have a written document retention and destruction policy?	**14**	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	**15a**	X	
b	Other officers or key employees of the organization	**15b**		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	**16a**		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	**16b**		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **None**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[ ] Own website [ ] Another's website [X] Upon request [ ] Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records

DELILAH POUPORE **205 MAIN STREET STE 103**

BIDDEFORD **ME 04005** **207-284-8520**

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) **DENISE DESROCHERS**	4.00									
PRESIDENT	0.00	X		X				0	0	0
(2) **SCOTT THIBEAU**	4.00									
VICE PRESIDENT	0.00	X		X				0	0	0
(3) **JOE MCKENNEY**	4.00									
PRESIDENT OF PROMO	0.00	X		X				0	0	0
(4) **JAHNNA STEINDL**	4.00									
TREASURER	0.00	X		X				0	0	0
(5) **HAILEE FLAHERTY**	2.00									
SECRETARY	0.00	X		X				0	0	0
(6) **BRIANA CAMPBELL**	2.00									
DIRECTOR	0.00	X						0	0	0
(7) **MARIANNE CLARKE**	2.00									
DIRECTOR	0.00	X						0	0	0
(8) **JULIAN SCHLAVER**	2.00									
DIRECTOR	0.00	X						0	0	0
(9) **BRAD FAVREAU**	2.00									
DIRECTOR	0.00	X						0	0	0
(10) **IAN GARCIA-GRANT**	2.00									
DIRECTOR	0.00	X						0	0	0
(11) **MA-LI GUILLEREAULT**	2.00									
DIRECTOR	0.00	X						0	0	0

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) EISHA KHAN	2.00									
DIRECTOR	0.00	X						0	0	0
(13) DANIELLE O'NEILL	2.00									
DIRECTOR	0.00	X						0	0	0
(14) LEAH SCHAFFER	2.00									
DIRECTOR	0.00	X						0	0	0
(15) PHIL SMITH	2.00									
DIRECTOR	0.00	X						0	0	0
(16) SAM SMITHWICK	2.00									
DIRECTOR	0.00	X						0	0	0
(17) LARRY DAYS	2.00									
LIAISON	0.00	X						0	0	0
(18) ALYSSA FORCIER	2.00									
LIAISON	0.00	X						0	0	0
(19) DELILAH POUPORE	40.00									
EXECUTIVE DIRECTOR	0.00			X				57,704	0	0
1b Subtotal								57,704		
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)								57,704		

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization **0**

		Yes	No
3 Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	50,000				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	91,897				
	g Noncash contributions included in lines 1a-1f	1g	$				
	h **Total.** Add lines 1a–1f			141,897			
Program Service Revenue			Business Code				
	2a Fiscal Sponsor Income			191,978	191,978		
	b Reimbursements			17,683	17,683		
	c Fundraising Income:Event Reg			12,673	12,673		
	d Reimbursements:Cash Advance R			325	325		
	e						
	f All other program service revenue						
	g **Total.** Add lines 2a–2f			222,659			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			133			133
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
			(i) Real	(ii) Personal			
	6a Gross rents	6a					
	b Less: rental expenses	6b					
	c Rental inc. or (loss)	6c					
	d Net rental income or (loss)						
			(i) Securities	(ii) Other			
	7a Gross amount from sales of assets other than inventory	7a					
	b Less: cost or other basis and sales exps.	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including $ of contributions reported on line 1c). See Part IV, line 18	8a	2,793				
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events			2,793			
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory						
Miscellaneous Revenue			Business Code				
	11a						
	b						
	c						
	d All other revenue						
	e **Total.** Add lines 11a–11d						
	12 **Total revenue.** See instructions			367,482	222,659	0	133

Form **990** (2022)

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	56,098	56,098		
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	34,721	6,360	28,361	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	6,948	764	6,184	
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	1,564		1,564	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	3,296	2,605	691	
12 Advertising and promotion	8,122	8,122		
13 Office expenses	3,906	2,555	1,351	
14 Information technology	130	130		
15 Royalties				
16 Occupancy	774	774		
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	6,430	725	5,705	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	785	785		
23 Insurance	3,119	1,396	1,723	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Fiscal Sponsor & Designat	197,478	197,478		
b Program Expenses:Contract	24,925	24,925		
c Program Expenses:Supplies	7,190	7,190		
d Program Expenses:VISTA St	3,000	3,000		
e All other expenses	6,437	5,827	610	
25 **Total functional expenses.** Add lines 1 through 24e	364,923	318,734	46,189	0
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest-bearing		120,480	1	149,365
	2	Savings and temporary cash investments			2	
	3	Pledges and grants receivable, net			3	
	4	Accounts receivable, net			4	4,000
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges		2,881	9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 11,775			
	b	Less: accumulated depreciation	10b 883	11,677	10c	10,892
	11	Investments—publicly traded securities			11	
	12	Investments—other securities. See Part IV, line 11			12	
	13	Investments—program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11			15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)		135,038	16	164,257
Liabilities	17	Accounts payable and accrued expenses		106	17	1,623
	18	Grants payable			18	
	19	Deferred revenue		109,919	19	135,062
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D			25	
	26	**Total liabilities.** Add lines 17 through 25		110,025	26	136,685
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ☒ and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions		25,013	27	27,572
	28	Net assets with donor restrictions			28	
		Organizations that do not follow FASB ASC 958, check here ☐ and complete lines 29 through 33.				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		25,013	32	27,572
	33	Total liabilities and net assets/fund balances		135,038	33	164,257

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	367,482
2	Total expenses (must equal Part IX, column (A), line 25)	2	364,923
3	Revenue less expenses. Subtract line 2 from line 1	3	2,559
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	25,013
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	27,572

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☒ Cash ☐ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b		X
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization

HEART OF BIDDEFORD

Employer identification number

34-2003673

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:

10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 331/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	300,763	275,368	192,040	152,546	141,897	1,062,614
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	300,763	275,368	192,040	152,546	141,897	1,062,614
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4						1,062,614

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
7 Amounts from line 4	300,763	275,368	192,040	152,546	141,897	1,062,614
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	38	50	79	180	133	480
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						1,063,094

12 Gross receipts from related activities, etc. (see instructions) **12** 699,132

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2022 (line 6, column (f) divided by line 11, column (f)) **14** 99.95 %

15 Public support percentage from 2021 Schedule A, Part II, line 14 **15** 99.97 %

16a **33 1/3% support test—2022.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☒

b **33 1/3% support test—2021.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

17a **10%-facts-and-circumstances test—2022.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

b **10%-facts-and-circumstances test—2021.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2022 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2021 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for **2022** (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from **2021** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests—2022.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

b **33 1/3% support tests—2021.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	**1**		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	**2**		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	**3a**		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in Part VI when and how the organization made the determination.*	**3b**		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in Part VI what controls the organization put in place to ensure such use.*	**3c**		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	**4a**		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	**4b**		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	**4c**		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	**5a**		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	**5b**		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	**5c**		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in Part VI.*	**6**		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*	**7**		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	**8**		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in Part VI.*	**9a**		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in Part VI.*	**9b**		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in Part VI.*	**9c**		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	**10a**		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	**10b**		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a		
b	A family member of a person described on line 11a above?	11b		
c	A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.*	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).*

- a ☐ The organization satisfied the Activities Test. *Complete line 2 below.*
- b ☐ The organization is the parent of each of its supported organizations. *Complete line 3 below.*
- c ☐ The organization supported a governmental entity. *Describe in Part VI how you supported a governmental entity (see instructions).*

			Yes	No
2	Activities Test. *Answer lines 2a and 2b below.*			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. *Answer lines 3a and 3b below.*			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No," provide details in Part VI.*	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in Part VI the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	**1**		
2 Recoveries of prior-year distributions	**2**		
3 Other gross income (see instructions)	**3**		
4 Add lines 1 through 3.	**4**		
5 Depreciation and depletion	**5**		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	**6**		
7 Other expenses (see instructions)	**7**		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	**8**		

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	**1a**		
b Average monthly cash balances	**1b**		
c Fair market value of other non-exempt-use assets	**1c**		
d **Total** (add lines 1a, 1b, and 1c)	**1d**		
e **Discount** claimed for blockage or other factors *(explain in detail in Part VI)*:			
2 Acquisition indebtedness applicable to non-exempt-use assets	**2**		
3 Subtract line 2 from line 1d.	**3**		
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	**4**		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	**5**		
6 Multiply line 5 by 0.035.	**6**		
7 Recoveries of prior-year distributions	**7**		
8 **Minimum Asset Amount** (add line 7 to line 6)	**8**		

Section C – Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, column A)	**1**		
2 Enter 0.85 of line 1.	**2**		
3 Minimum asset amount for prior year (from Section B, line 8, column A)	**3**		
4 Enter greater of line 2 or line 3.	**4**		
5 Income tax imposed in prior year	**5**		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	**6**		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D – Distributions			**Current Year**
1	Amounts paid to supported organizations to accomplish exempt purposes	1	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4	Amounts paid to acquire exempt-use assets	4	
5	Qualified set-aside amounts (prior IRS approval required—*provide details in Part VI*)	5	
6	Other distributions (*describe in Part VI*). See instructions.	6	
7	**Total annual distributions.** Add lines 1 through 6.	7	
8	Distributions to attentive supported organizations to which the organization is responsive (*provide details in Part VI*). See instructions.	8	
9	Distributable amount for 2022 from Section C, line 6	9	
10	Line 8 amount divided by line 9 amount	10	

Section E – Distribution Allocations (see instructions)		**(i) Excess Distributions**	**(ii) Underdistributions Pre-2022**	**(iii) Distributable Amount for 2022**
1	Distributable amount for 2022 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2022 (reasonable cause required–*explain in Part VI*). See instructions.			
3	Excess distributions carryover, if any, to 2022			
a	From 2017			
b	From 2018			
c	From 2019			
d	From 2020			
e	From 2021			
f	**Total** of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2022 distributable amount			
i	Carryover from 2017 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2022 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2022 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2022, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in Part VI.* See instructions.			
6	Remaining underdistributions for 2022. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in Part VI.* See instructions.			
7	**Excess distributions carryover to 2023.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2018			
b	Excess from 2019			
c	Excess from 2020			
d	Excess from 2021			
e	Excess from 2022			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Schedule B (Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990 or Form 990-PF.
Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2022

Name of the organization

HEART OF BIDDEFORD

Employer identification number

34-2003673

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	☒ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . $ . . . . . .

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization
HEART OF BIDDEFORD

Employer identification number
34-2003673

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	CITY OF BIDDEFORD PO BOX 586 BIDDEFORD ME 04005	$ 50,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	SACO & BIDDEFORD SAVINGS INSTITUTION 252 MAIN STREET BIDDEFORD ME 04005	$ 5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	DOUG & LAUREN SANFORD 2 MAIN ST, SUITE 501 BIDDEFORD ME 04005	$ 10,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization

HEART OF BIDDEFORD

Employer identification number

34-2003673

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or educatior ☐ Preservation of a historically important land area
☐ Protection of natural habitat ☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

		Held at the End of the Tax Year
a Total number of conservation easements	2a	
b Total acreage restricted by conservation easements	2b	
c Number of conservation easements on a certified historic structure included in (a)	2c	
d Number of conservation easements included in (c) acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year

4 Number of states where property subject to conservation easement is located

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 $

(ii) Assets included in Form 990, Part X $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 $

b Assets included in Form 990, Part X $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- **a** ☐ Public exhibition
- **b** ☐ Scholarly research
- **c** ☐ Preservation for future generations
- **d** ☐ Loan or exchange program
- **e** ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ **Yes** ☐ **No**

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ **Yes** ☐ **No**

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	**1c**	
d Additions during the year	**1d**	
e Distributions during the year	**1e**	
f Ending balance	**1f**	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ **Yes** ☐ **No**

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- **a** Board designated or quasi-endowment ____ %
- **b** Permanent endowment ____ %
- **c** Term endowment ____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations	**3a(i)**		
(ii) Related organizations	**3a(ii)**		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	**3b**		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		11,775	883	10,892
d Equipment				
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)*				10,892

Part VII Investments – Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 12.)*		

Part VIII Investments – Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 13.)*		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)*	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)*	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			**1**	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	**2a**			
b	Donated services and use of facilities	**2b**			
c	Recoveries of prior year grants	**2c**			
d	Other (Describe in Part XIII.)	**2d**			
e	Add lines **2a** through **2d**			**2e**	
3	Subtract line **2e** from line **1**			**3**	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	**4a**			
b	Other (Describe in Part XIII.)	**4b**			
c	Add lines **4a** and **4b**			**4c**	
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			**5**	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			**1**	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	**2a**			
b	Prior year adjustments	**2b**			
c	Other losses	**2c**			
d	Other (Describe in Part XIII.)	**2d**			
e	Add lines **2a** through **2d**			**2e**	
3	Subtract line **2e** from line **1**			**3**	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	**4a**			
b	Other (Describe in Part XIII.)	**4b**			
c	Add lines **4a** and **4b**			**4c**	
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			**5**	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Part XIII Supplemental Information *(continued)*

SCHEDULE O (Form 990)	Supplemental Information to Form 990 or 990-EZ	OMB No. 1545-0047
Department of the Treasury Internal Revenue Service	Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. Attach to Form 990 or Form 990-EZ. Go to *www.irs.gov/Form990* for the latest information.	2022 Open to Public Inspection

Name of the organization	Employer identification number
HEART OF BIDDEFORD	34-2003673

Form 990 - Organization's Mission or Most Significant Activities

The Heart of Biddeford, in partnership with the City of Biddeford, the business community, property owners, and residents, fosters economic development and improves the downtown and quality of life within its boundaries by supporting existing businesses, attracting new businesses, promoting the downtown through events, and working to beautify the urban core

Form 990 - Organization's Mission

The Heart of Biddeford, in partnership with the City of Biddeford, the business community, property owners, and residents, fosters economic development and improves the downtown and quality of life within its boundaries by supporting existing businesses, attracting new businesses, promoting the downtown through events, and working to beautify the urban core

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

Finance committee reviews prior to filing

Form 990, Part VI, Line 12c - Enforcement of Conflicts Policy

Review by board for action determined necessary

Form 990, Part VI, Line 15a - Compensation Process for Top Official

Board determines compensation based on performance and comparable nonprofit organizations in the State of Maine.

Name of the organization: **HEART OF BIDDEFORD**

Employer identification number: **34-2003673**

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

Upon Request

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization

(Including Information on Listed Property)

Attach to your tax return.

Go to *www.irs.gov/Form4562* for instructions and the latest information.

OMB No. 1545-0172

2022

Attachment Sequence No. **179**

Name(s) shown on return: **HEART OF BIDDEFORD**

Identifying number: 34-2003673

Business or activity to which this form relates: **Indirect Depreciation**

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	1,080,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,700,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2021 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2023. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2022	17	785
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ☐		

Section B—Assets Placed in Service During 2022 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only–see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C—Assets Placed in Service During 2022 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	30-year			30 yrs.	MM	S/L	
d	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	785
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

DAA

Form **4562** (2022)

There are no amounts for Page 2

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name:	La Kermesse Franco Americaine Festival
Principal Address:	P.O. Box 289 Biddeford ME 04005
Executive Director:	Jessica Quattrone-President, Paul Gagne-Treasurer
Contact Person/Phone Number:	Jessica-207-294-2953, Paul-207-229-2024
Est. Total Agency Budget for 2024/2025:	75,000
Actual 2023/2024 Budget:	71,000
Amount requested from the	

City of Biddeford: **Please see the attached letter**

What percent of your annual budget does this request represent: N/A

What percent of this request will be used towards salaries:___This request covers 5% of our budget and goes towards helping to pay for safety measures such as security and providing a tent for patrons.

What percent of this request will be used towards direct services/programming:_____N/A_____

Please provide your agency's mission statement: Please see the attached Mission Statement

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

N/A-We are a Local Festival providing entertainment for the Citizens of Biddeford

How is that need determined or measured?

N/A

How is your program attempting to meet that need and what is the outcome that you expect to achieve? (Please be as specific as possible)

We do work hard all year to try to put together a family friendly event that celebrates the Franco-Americaine history of Biddeford as well as embracing all of the local cultures.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

Our Board of Directors meet monthly throughout the entire year, as well as 1-2 meetings/month in sub-committee meetings to evaluate our previous festival(s) in order to help improve the upcoming year.

Client eligibility criteria:
N/A

Describe any fee or payment structure your organization charges for services:

N/A

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

N/A

Define a unit of service as it pertains to the program:

N/A

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

N/A

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

No

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

See attached

Part 2

What accommodations are made to those applicants with zero income?

While we charge daily admission for the festival, on Sunday we open the gates and waive admission to promote inclusivity for all families regardless of economic background.

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

N/A

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Our books and financial records are reviewed annually by our accountant.

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal	No			
State	No			
County	No			
Municipal	Yes		14,750.00	15,000
JTPA	No			
3RD Party	No			
Fees/Tuition	No			

Private Insurance	No			
Endowments	No			
United Way	No			
Grants	No			
Other Income/Surplus	No			
In-kind Contributions	No			
Totals:				
EXPENSES				
Salaries/Benefits				
Other operating expenses				

Total number of individuals served (unduplicated): **3000 over the festival weekend, Roughly 8000 people for the parade, and unknown number of individuals served by our hanging of the Christmas lights.**

Total number of units provided: **Unknown**

Total number of individuals served from Biddeford: **Unknown number since we do not track where people are from who come to enjoy the festivities.**

Percent of total client count that are residents of the City of Biddeford: **We cannot track this number based on the nature of our event.**

What other municipalities provide financial assistance and how much does each provide?

N/A

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

N/A

Per capita cost of service(s); each individual counted only once:

N/A

Unit of service cost: **N/A**

How many members of your agency have authority to decide where/how your funds will be spent?

There are 17 active directors. Per our by-laws, any activity that will cost over $500.00 is brought to the executive board for approval.

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

Treasurer and the Asst. Treasurer with the approval of the Executive Board.

Agencies REQUIRED to file yearly audits—include a copy of last audited financial statement.

Please see attached.

Agencies NOT REQUIRED to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
River Jam	Citizens of Biddeford/Saco			

VALIDATION

I, Paul M. Hagan, of La Kermesse

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as Treasurer.

(Title)

Signature/Title

3-3-2025

Date

ADDITIONAL INFORMATION

990-EZ

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form, as it may be made public.

Go to *www.irs.gov/Form990EZ* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2023 calendar year, or tax year beginning 10/01/23 , and ending 09/30/24

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
LA KERMESSE FRANCO-AMERICAINE de BIDDEFORD, INC.

Number and street (or P.O. box if mail is not delivered to street address) — Room/suite
P.O. BOX 289

City or town, state or province, country, and ZIP or foreign postal code
BIDDEFORD ME 04005

D Employer identification number
01-6075283

E Telephone number
207-284-6591

F Group Exemption Number

G Accounting Method: ☐ Cash ☒ Accrual Other (specify)

H Check ☒ if the organization is **not** required to attach Schedule B (Form 990).

I **Website:** www.lakermessefestival.com

J **Tax-exempt status** (check only one) — ☒ 501(c)(3) ☐ 501(c)( ) (insert no.) ☐ 4947(a)(1) or ☐ 527

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are $200,000 or more, or if total assets (Part II, column (B)) are $500,000 or more, file Form 990 instead of Form 990-EZ . . . . . $ 95,304

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I . . . . . ☒

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	
	2	Program service revenue including government fees and contracts	2	94,271
	3	Membership dues and assessments	3	
	4	Investment income	4	114
	5a	Gross amount from sale of assets other than inventory — 5a		
	b	Less: cost or other basis and sales expenses — 5b		
	c	Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)	5c	
	6	Gaming and fundraising events:		
	a	Gross income from gaming (attach Schedule G if greater than $15,000) — 6a		
	b	Gross income from fundraising events (not including $ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000) — 6b / 6c		
	c	Less: direct expenses from gaming and fundraising events		
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	
	7a	Gross sales of inventory, less returns and allowances — 7a		
	b	Less: cost of goods sold — 7b		
	c	Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)	7c	
	8	Other revenue (describe in Schedule O)	8	919
	9	**Total revenue.** Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	95,304
Expenses	10	Grants and similar amounts paid (list in Schedule O)	10	100
	11	Benefits paid to or for members	11	
	12	Salaries, other compensation, and employee benefits	12	
	13	Professional fees and other payments to independent contractors	13	1,025
	14	Occupancy, rent, utilities, and maintenance	14	
	15	Printing, publications, postage, and shipping	15	1,215
	16	Other expenses (describe in Schedule O)	16	69,909
	17	**Total expenses.** Add lines 10 through 16	17	72,249
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 9)	18	23,055
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	1,989
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20	21	25,044

For Paperwork Reduction Act Notice, see the separate instructions.

DAA

The Mission of the Board of Members of La Kermesse Franco-Americaine

To affirmatively promote, preserve and deliver a feeling of pride and quality family entertainment to members of our community.

This mission is a commitment to quality performance from all members. It is critical that all members understand, accept, and be aligned with the responsibilities established by the mission. It rovides the foundation upon which all organizational decisions and directives will be based. Directives include rules governed by our by-laws. This mission represents the commitment of this organization to the concepts of quality pride and family entertainment. In other words, members are expected to work and act consistently in a quality manner before, during and after the festival and in performing work tasks associated with this mission. Quality manner means that performance outcomes comply with the performance standards established for this organization and for each member associated with this organization. Examples of performance standards include the policies established in the La Kermesse by-laws dealing with behavior. Each member is required to accept the responsibility for the achievement of this mission and publicly register his or her commitment to it and to the concepts of promoting Franco-Americaine culture.

January 24, 2025

To ; City of Biddeford

As in previous years, please accept this request for the amount of $6,000 for La Kermesse organization to continue decorating the city for the Christmas Season. Would also request the amount of $15,000.00 which has been an annual sponsorship to help promote this year's festival which is our ~~41st~~ 42nd anniversary. Hopefully we can continue having your support. Please feel free to contact me if any questions come up.

e-mail bfppgagne808gmail.com

Treasurer

We install 1 ½ mile of cables.

We install and maintain 75 wreaths

We install over 10,000 lights

City of Biddeford

205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Biddeford Mills Museum

Principal Address: 2 Main Street, Suite 18-230
Biddeford ME 04005

Executive Director: Scott Joslin

Contact Person/Phone Number: Dorothy Mathes / 207 939-6633

Est. Total Agency Budget for 2025: **$44,000 BMM FY2025 (1/1/25 – 12/31/25)**

Actual 2024 Budget: **$37,067 BMM FY 2024 (1/1/24 – 12/31/24): 37,067**

Amount requested from the

City of Biddeford: **$4,500**

What percent of your annual budget does this request represent: **$4,500 is 9.77% of 44,000**

What percent of this request will be used towards salaries: **BMM is all-volunteer – no paid staff.**

What percent of this request will be used towards direct services/programming: **100%**

Please provide your agency's mission statement:

Biddeford Mills Museum is organized as a public benefit corporation for the following purposes and will operate exclusively within this mission: to document and preserve the historical and cultural mill heritage in Biddeford and the surrounding area, as well as to offer educational and community programs and events to the public, and to utilize science and technology in the creation of interactive exhibits, research projects, and continuing education opportunities for all ages.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

The Biddeford Mills Museum holds a vast collection of documents, books, maps, and tools that record the history of the 2nd largest textile mill operating in the United Stated in the 19th and 20th centuries. The preservation of this collection assures continuing public research projects and education at all age levels, while honoring the diversity of the Biddeford population of mill workers.

How is that need determined or measured?

Expenses for the calendar year are based on the prior year's actual income and expense records. Nearly 70% of the museum's annual budget covers the cost of housing, currently Suite 18-230 in the Pepperell Campus. Additional costs include insurance, advertising, memberships (Maine Tourism, MANP, Chamber of Commerce, MAM), and some minor costs of office software, printing, etc.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?

Income is also based on our prior year's history with some anticipated increase in public visitor donations and tour attendance. In 2024 we expanded our tour season to include Spring and Fall Saturday tours which has added some additional revenue.

Recently joined volunteers have brought new interests and skills into the staff. We are reviving our Outreach Programs, another source of revenue lost during COVID. A collaboration with both our new Landlord, CORE-Finard, and The Kennebunk Trolley Museum are potential net wins for the museum – a greater advertising audience equals more tour traffic and increased donations. A positive result would be an increase in tour revenue and a reduction in advertising costs.

The museum will remain open to the public free of charge. All school tours are also free.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

The museum's on-line tour reservations program reports the tour attendance, while the docent desk records museum visitors. Our special group tours and school group tours are not as easily tracked, but an attempt is made as we realize the value of this information.
We also make an attempt to track our volunteer hours, but so much of the work is done remotely, that this number is reporting only a fraction of the actual hours donated.

BMM Numbers for 2024:
Volunteer hours: 1213; Museum Visitors: 525; Standards Tours: 438; Special Tours: 16; School Students toured: 418.

Client eligibility criteria: **BMM is a 501-c3 non-profit corporation.**

Describe any fee or payment structure your organization charges for services:

The museum at 2 Main Street, Suite 230, as well as the "Innovation" exhibit and Hamilton-Corliss steam engine, located in the Pepperell Center at 40 Main Street, are open free of charge to the public.

Group tours for school classes and home-schooled groups are provided free of charge on request.

Guided historic tours of the mills are available at a cost of $25/adult and $5/ages 6-17. Outreach programs, offered to Assisted Living facilities, Historic Societies, Fraternal Organizations, Recreation Departments, etc., are available at a cost of $100 for a one-hour program.

Describe services provided:

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the city:

The museum leases space in Building #18, Suite 230, in the Pepperell Campus where the visiting public is surrounded by the history of the Biddeford Mills. Docents are always on hand in the museum to greet our visitors and to provide information about the exhibits. The museum volunteers have indexed over 16,000 names that appear in the Pepperell Sheets company newsletters dated 1927 through 1948 where visitors can research family names and pictures. Many of the mill's historic documents, ledgers, newsletters and films have also been made available on the BMM Website.

We have a collaborative agreement with our Landlord, CORE-Finard, to tour the Pepperell Campus, several times each week, including some non-public spaces, where our guides tell the history of the cotton industry in Biddeford.

We also offer a series of programs (Outreach) which can be presented at the requesting organization's facilities. Both Wardwell Retirement home and Saco Rec have taken advantage of this program in 2024.

Define a unit of service as it pertains to the program:

As "unit of service" may be defined as an hour when a museum visitor is interacting with a tour guide or museum docent. However, the work in planning, design, assembly, advertising, training, archival work, and fundraising are the unseen background that creates the visitor experience.

Does your agency collaborate with any other non-profit organizations to maximize the use of the fundsyou receive? If yes, please explain.

In 2024 we were pleased to collaborate with Heart of Biddeford and the Transportation Museum in Alfred on an advertising piece, produced by the Maine Office of Tourism. We have been approached by the Trolley Museum in Kennebunk to collaborate at some level in the 2025 tourist season. We plan to discuss this possibility further this spring.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

No – we are in good standing since incorporating in 2011.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income?

Since opening the exhibits at 2 Main Street and 40 Main Street in 2019, our exhibits have always been open to the public free of charge. Schools are also encouraged to bring children to the museum for a tour that can be designed to support the grade-level curriculum. We are pleased to have welcomed kids of all ages to tour with us.

Are fees charged for General Assistance referrals? **No.**

If yes, how much has been charged to the city in the previous fiscal year?

If any agency does not maintain certain financial information, please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional? **NA**

Funding sources for program:

REVENUE				
FY26 Request for Funding	of Salaries	⅓ of rogramming		
$4500	NA	100%	6% of budget	9.77% of budget
Other Revenue	URCE TITLE OR ACT	BUDGETED FOR FY 2024	RECEIVED FOR FY 2024	BUDGETED FOR FY 2025
Federal				
State	Grant: MOT	4,000	4,000	5,000
County				
Municipal	Municipal Service	5,000	2,625	4,500
JTPA				
3RD Party				
Fees/Tuition	BMM Tours	12,000	10,881	12,000
Private Insurance				
Endowments				
United Way				
Grants	E B Sewell, STK, Fisher	10,000	10,000	10,000
Other Income/Surplus	Donations	9,000	9,280	12,000
In-kind Contributions				
Totals:		40,000	36,756	44,000
EXPENSES				
Salaries/Benefits	none	None	None	None
Other operating expenses	Lease, Advertising, Software renewals, Memberships, Insurance	37,067	41,454	44,000

Total number of individuals served (unduplicated): Direct contact in 2024/ 1400. Web visits/unknown

Total number of units provided: Est 500 direct and 1200 indirect

Total number of individuals served from Biddeford: **We do not track visitor information, but estimate 50% of our visitors are from the greater Biddeford neighborhoods.**

Percent of total client count that are residents of the City of Biddeford: **NA**

What other municipalities provide financial assistance and how much does each provide? **None**

Do you receive funding from Biddeford's CDBG program? If yes, for what services? **No.**

Per capita cost of service(s); each individual counted only once:

Unit of service cost: **NA**

How many members of your agency have authority to decide where/how your funds will be spent?

Treasurer reports Inc and Exp and Account Balances to the Board monthly.

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

The Treasurer has that responsibility.

Agencies REQUIRED to file yearly audits—include a copy of last audited financial statement.

Agencies NOT REQUIRED to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.
Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	ıticipated Net Revenues	gin—EndDates
City of Biddeford / Service			$4,500	Jan – Dec 2025
MOT – Grant	Maine Office of Tourism		$5,000	May – Sept 2025
Bangor Saving Bank – Grant	BSB Foundation		$5,000	Dec 2024 – Feb 2025
Annual Appeal Letter/Email	Former mill emp, local citizens and businesses, recent visitors	$500	$4,000	Not established
TOTALS		**$500**	**$18,000**	

VALIDATION

I, Dorothy Mathes____, of Biddeford Mills Museum
(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

Treasurer.
(Title)

Dorothy Mathes
Signature/Title

2/13/2025
Date

ADDITIONAL INFORMATION

In July, 2024, the Biddeford Mills Museum was forced to relocate due to detrimental environmental issues on the 1st floor of Building 18. Our decision to relocate within the Pepperell Campus was based on the fact that, although not covered by a written contract with Presidium, the mill tours were responsible for nearly 25% of our revenue and it was unlikely that Presidium would give access to the non-public spaces if we were not a tenant in good standing.

In July we moved to a slightly larger suite on the 2nd floor of Building 18. The move created unbudgeted moving expense of nearly $10,000, covered by an emergency (rapid) grant from the Elvina B Sewell Foundation. Additionally, we incurred a lease increase of $500/month for the last 6 months of 2024 and forward.

In January, 2025, the commercial suites in the Pepperell Campus were purchased by CORE-Finard LLC. The Museum has reached out to meet our new landlords and we look forward to building a collaboration benefiting both organizations in the coming months and years.

2025 is the 175th Anniversary of the Pepperell Manufacturing Co which began production in Mill #1 in 1850! Biddeford Mills Museum will celebrate this significant milestone of history with our neighbors this summer.

In 2025 the Museum has already established a new Education Committee, headed by one of our newest volunteers with a background in education. The goal is to increase the number of school tours by developing new programs for different class levels with curriculum aids for each level.

We are hopeful, as always, that the City of Biddeford will recognize the role that Biddeford Mills Museum plays in promoting the city and attracting visitors to the shops, restaurants, the attractive Main Street, beaches, educational facilities, and friendly folks who populate the neighborhoods.

Thank you for your continued support!

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Biddeford Cultural and Heritage Center

Principal Address: PO Box 896 189A Alfred Street Biddeford, ME 04005

Executive Director: Directed by the Board of Directors

Contact Person/Phone Number: Diane P Cyr – 207283-3993

Est. Total Agency Budget for 2025: $27,432.00

Actual 2024 Budget: $21,300.56

Amount requested from the City of Biddeford: $10,000. (See attached)

What percent of your annual budget does this request represent: 36%

What percent of this request will be used towards salaries: 0

What percent of this request will be used towards direct services/programming: 75-80%

Please provide your agency's mission statement: Celebrate, preserve, educate,and promote Biddeford's rich past and present historical culture, heritage, and diversity.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:
As Biddeford has become more and more diverse, there has been an increasing need to integrate those who are new to the community with those who have lived here for many years. The BCHC works to celebrate our diversity via cultural events and programming. Additionally, BCHC has become a repository of artifacts and documents that mirror the ethnic historical character of our community. These items are being catalogued and, in some cases, displayed. The ultimate goal of the BCHC is to find a permanent space that will allow greater displaying of our historical content, as well as additional space for small events that mirror our objectives.

How is that need determined or measured?
As more and more immigrants move into the communmity, their behavior mirrors what earlier immigrants within the community did in terms of adapting and assimilating. In some cases, like the Francos in the early 20th Century, the pressures of assimilation collide with the need to preotect, generationally, the cultural uniqueness of the various ethnicities. BCHC works to bring all cultures together, to educate, celebrate, and enable greater appreciation of the diversity of our people.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?(Please be as specific as possible)

We have been active participants in existing city festivals such as La Kermesse, RiverJam, Holiday Fest, etc. At those festivals, we have introduced Cultural Cuisine activities, where chefs from various immigrant groups share food from their native lands. We have had guest speakers and presenters, who have talked about topics ranging from the indigenous people who once lived along the banks of the Saco to the visit to Biddeford of the Marquis de Lafayette. We attempt to coordinate with other organizations in the city and beyond, such as the Historical Society, the Mill Museum, La Kermesse, University of New England, McArthur Library, Friends of Wood Island Lighthouse and others, to enhance and maximize efforts to educate the public on the city's culture and history. Recently, we worked with the City of Saco, Dyer Library and Saco Museum, as well as the City of Biddeford to coordinate and present "Bridging Our Past, Uniting Our Future: One Community, One People, One History", a special event marking the 100th anniversary of a pivotal moment in local history, featuring the present and former mayors of Saco and Biddeford, the president of UNE, elected officials, the Alumni Band, and others in a show of unity and appreciation of our local communities.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

The biggest indicator is the popularity of the event or program. The Cultural Cuisine activity, for example, has sold out regularly and quickly. The Greater Biddeford-Saco Music Hall of Fame Ceremony Show was almost sold out in the Biddeford Middle School's Performing Arts Center which seats 900.

After every event or program, we spend time to assess the impact of that event and determine what could be done to improve it, or, if we find that the interest level is not there, we work towards finding a replacement. Our goal is to bring people together.

Client eligibility criteria: Not applicable, as the general public, city residents, are our "clients."

Describe any fee or payment structure your organization charges for services:

The only program to date requiring tickets to attend is the Greater Biddeford-Saco Music Hall of Fame Induction Ceremony Show. This fee helps to pay for the program itself which is a costly endeavor due to the equipment and trained staff required to facilitate the event. All other events are free and there are not payments made to staff or volunteers at this time.

Describe services provided: We provide programs and activities as mentioned above. We attempt to educate and entertain residents to achieve a greater appreciation of the history and culture of the community. Archives and a resource library are ongoing and are expected to open within the year allowing the center to be open on appointment for research and educational purposes, furthering the mission of the organization. We work in the private sector with Brown Dog Carriers to help support our Veterans with the Wreaths Across America Program.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the city:

We utilize a room, in cooperation with La Kermesse, in the city's J. Richard Martin Community Center. It is our center of operations, as we have public meetings of the board of directors and also store and record artifacts and documents in a back room for preservation with plans to open by appointment for the above-mentioned resource/research library. The La Kermesse Room offers a significant display of artifacts and showcases of the local community, its history, and its people.

Define a unit of service as it pertains to the program: Not applicable.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain:

We work with other organizations that are concerned with cultural and historical preservation, education, and programming. We want to avoid any redundancy, despite, at time, having common purpose. All associated groups have specific objectives that are unique to each organization, but there are times when, because of the complexity or vastness of the topic or event, that there is overlap which allows for collaboration. For example, art, music, history are all part of our cultural heritage.

BCHC is currently working with Friends of Wood Island Lighthouse, residents of Biddeford Pool and Hills Beach, and Biddeford Historical Society in regard to the 200th anniversary and need for repair of the

Stage Island Monument. We are also working with the American Friends of LaFayette along with Deering Lumber, Biddeford Historical Society, and McArthur Library, to plan a special event in recognition of Lafayette's Final Tour of the US and plan for his upcoming visit to Biddeford on June 24th, 2025. There are many other groups we have worked with as listed above including Heart of Biddeford, Engine, FOWIL, McArthur Library, UNE, Biddeford Schools, Cities of Saco and Biddeford, La Kermesse, Volk Packaging, Brown Dog Carriers, and more.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent No.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford. See attached

Part 2

What accommodations are made to those applicants with zero income?
As stated, we generally do not charge for events, but, at times, request donations. Those who cannot afford a donation are still allowed attendance.

Are fees charged for General Assitance referrels? If yes, how much has been charged to the City of Biddeford in the previous fiscal year? We have never dealt with general assistance.

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third-party professional? Our records are reviewed annually by an auditor for tax purposes.

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal	NA			
State	NA			
County	NA			
Municipal	NA	$10,000	$7875.00	$10,000
JTPA	NA			
3RD Party	NA			
Fees/Tuition	NA			
Private Insurance	NA			
Endowments	NA			
United Way	NA			

Grants	NA			
Other Income/Surplus	NA			
In-kind Contributions	NA			
Totals:				
EXPENSES				
Salaries/Benefits	NA			
Other operating expenses	NA			

Total number of individuals served (unduplicated): Unpredictable as it varies year to year, event to event.

Total number of units provided: NA

Total number of individuals served from Biddeford: Uncertain, but crowds range from 20 to 1000.

Percent of total client count that are residents of the City of Biddeford: Unknown but vast majority.

What other municipalities provide financial assistance and how much does each provide? None

Do you receive funding from Biddeford's CDBG program? If yes, for what services? No

Per capita cost of service(s); each individual counted only once:

How many members of your agency have authority to decide where/how your funds will be spent? Funding is allocated via a quorum of the Board of Directors

Of that group, how many are responsible for ensuring funds are used for the intended purpose? The Board of Directors

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of last audited financial statement.

Agencies <u>NOT REQUIRED</u> to file yearly audits—complete the budget form and include your IRS Form 990. See attached

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
*Gibson Guitar Raffle (programs)	Biddeford Saco Residents/ Musicians	$79	$1500.00	1/1/25-5/4/25
Vacationland Raffle (Organizational)	York County and tourists	$200.00	$1,300.00	5/4/25-?6/21/25
Memorabilia/Concessions @ GBSMHOF (event funding)	Attendees, musicians, participants	$2500.00	$200.00	5/4/25

VALIDATION

I. Diane P Cyr_ (207-283-3993), of Biddeford Cultural and Heritage Center

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as President of the Board of Directors.

(Title)

_____ _____

Signature/Title Date

*****ADDITIONAL INFORMATION*****

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: **AGE-FRIENDLY BIDDEFORD**

Principal Address: 46 SULLIVAN ST. P.O. BOX 785, BIDDEFORD, ME 04005

Executive Director: ELIZABETH(BETSY) MARTIN

Contact Person/Phone Number: BETSY MARTIN / 215-620-4924

Est. Total Agency Budget for 2024/2025: **$10,000**

Actual 2023/2024 Budget: **$7,500**

Amount requested from the

City of Biddeford: **$10,000**

What percent of your annual budget does this request represent: **50%**

What percent of this request will be used towards salaries:_**NO SALARIES. ALL VOLUNTEER.**

What percent of this request will be used towards direct services/programming:_**80%**_

Please provide your agency's mission statement:

"WE, THE VOLUNTEERS OF AGE-FRIENDLY BIDDEFORD, ENVISION A LIVABLE COMMUNITY CONNECTING THOSE GROWING UP WITH THOSE GROWING OLDER THROUGH AWARENESS, COMMUNICATIONS, AND ADVOCACY TO MAKE OUR CITY A LIFELONG HOME FOR ALL WHO WISH TO LIVE HERE.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

As a member of the AARP Network of Age-Friendly Communities and the World Health Organization Global Network of Age-Friendly Communities, AFB is focused on the "8 Domains of Livability " developed by AARP to target improvements that influence the health and quality of life for aging adults. Our survey of citizens from 2016 to 2017 shows that transportation continues to be the number one community need for people over 60. AFB continues to provide medical-related rides for our population over 60. We were recently gifted a van from Age-Friendly Saco to offer other free transportation opportunities, such as food and other essentials. For the year 2025, we have added a plan for a new initiative that includes small home projects related to safety in people's homes. This will help us support our efforts to aid those over 60 in living safely in their own homes. AFB and the American Red Cross will provide free home environment surveys and install smoke detectors at no charge.

AFB and our partner, McArthur Library, have supported community programming to increase digital equity among older adults living in Biddeford. We have also partnered with the National Digital Equity Center (NDEC), a 501 (c) (3) non-profit organization dedicated to closing the digital divide across the United States. Additionally, we have collaborated with Lifelong Maine to distribute 50 Echo Dots equipped with smart plugs for individuals aged 60 and older who are living alone. We provide the Echo Dots along with instructions and home visits to assist in setting up the devices. The purpose of this initiative is to combat the isolation felt by those who live alone and to promote communication and easy access to emergency responses. We are encouraged by the community's response to this program and will be adding smart bulbs to the initiative. Furthermore, we have teamed up with Age-Friendly Saco to join other Age-Friendly communities in a "Train-the-Trainer" activity, enabling us to provide quality installation and clear instructions to those in need.

We are excited to partner with the Biddeford Police Department and Age-Friendly Saco to provide a venue for the public to learn about fraud, abuse, and scams. We hope to include our City Theatre in this initiative and invite surrounding communities to attend the presentation, which is tentatively scheduled for late summer.

How is that need determined or measured?

According to our 2016-2017 data, the information shows that transportation is the primary need expressed by the community over 60. AFB has revised our action plan (attached) to ensure our community has the resources necessary to lead fuller, better, and richer lives. The AFB transportation program was initiated in December 2023, and with the year-end data for 2024, we have achieved a total of 388 rides covering 6,855 miles. With the help of' Assisted Rides,' our free software program provided by the State of Maine and the Maine Council on Aging, we have detailed reports on the ongoing success of the Transportation program. The AFB Transportation Program Annual Report 2024 (attached) and the AFB Transportation Program Destination report, which shows the geographical data of rides (attached), support our initiative to expand this program. Community comments and feedback have validated our need to proceed with' Handy Neighbors' (minor home repairs) and the' Digital Equity' program to close the communication gap.

How is your program attempting to meet that need and what is the outcome that you expect to achieve? (Please be as specific as possible)

AFB plans to enhance its marketing efforts by collaborating with local journalistic outlets and partnering with Biddeford community organizations such as Heart of Biddeford (our fiscal sponsor), the Chamber of Commerce, and the Biddeford Police and Fire Departments, along with other channels that will promote our mission and showcase our accomplishments. Marketing, advertising, and word of mouth are additional strategies we can employ to engage our community. AFB looks forward to hosting two open house events this year for the general public to learn about our mission, explore volunteer opportunities, and provide feedback on our activities. We anticipate growing our membership base with expanded talent to introduce new ideas and opportunities for community support. We also expect to increase our volunteer force to include more drivers for medical appointments and for the van to assist with essential needs like food shopping and the Biddeford Food Pantry. As we launch our "Handy Neighbors" program, we will welcome volunteers whose skills align with our efforts to assist with minor home repairs.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

The AFB Transportation program utilizes Assisted Rides software to track all drivers' and riders' activities. The Transportation Coordinator is responsible for maintaining records and providing a monthly activity spreadsheet to the Ops committee. In January, an annual report is submitted to the Ops committee and to the fiscal sponsor to review and discuss improvement and growth options.

For 2025, we will create a written summary of all activities to provide the Ops committee and fiscal sponsor with clear information for reviewing and restructuring any of our activities.

Client eligibility criteria:

The Transportation program has established criteria for riders and drivers as outlined in the application review. For drivers, volunteers must be 21 years or older, possess a driver's license for at least one year, maintain a good driving record, and carry current auto insurance. For riders, they must be a Biddeford resident, 60 years or older, or have a disability; a 7-day notice is required.

Describe any fee or payment structure your organization charges for services:
Describe services provided:

There is no fee or payment structure. We do accept donations.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

AFB does not operate a facility. Services are offered in the community through our Transportation program. We conduct our meetings and presentations at McArthur Library. Our supplies are stored at the HUB, 46 Sullivan St. in Biddeford.

Define a unit of service as it pertains to the program:

A unit of service is a ride given by a volunteer. A unit of service is a community education presentation.

Does your agency collaborate with any other non-profit organizations to maximize the use of the fundsyou receive? If yes, please explain.

Yes, AFB partners with Heart of Biddeford, which serves as our fiscal sponsor. We meet quarterly to review AFB's activities, manage our finances, and receive guidance as needed to maintain our relationship with HOB. We collaborate with McArthur Library, which has supported our efforts since our restructuring in 2023, helping us with our website management, brochure design, meeting space, and community learning events. Additionally, we work with various state organizations, including AARP, the Maine Council on Aging, Lifelong Maine, the University of Maine Center on Aging, UNE's AgingME Geriatrics Workforce Enhancement Program (GWEP), the Southern Maine Area Agency on Aging, and Age-Friendly Saco. These organizations continue to

support our mission for the Biddeford community as we network and assist each other in caring for our aging population.

Has your 501 (c) (3) status been revoked in the past 5 years for any reason? If yes, please explain. If you are not a 501 (c) (3), please identify your fiscal agent.

AFB has a fiscal Sponsor named Heart of Biddeford which is a 501 (c) (3)...

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Age-Friendly Biddeford is a non-profit organization operating under the auspices of Heart of Biddeford, which is a 501 (c) (3) organization.

Part 2

What accommodations are made to those applicants with zero income?

***Age-friendly services are provided free of charge to the community, regardless of income.**

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year? **N/A**

***This does not pertain to Age-Friendly Biddeford. N/A**

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional? **N/A**

Funding sources for program:

REVENUE				

FY26 Request for Funding	% of Salaries	% of Programming		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				
State				
County				
Municipal	Biddeford Municipal Fund Request	$10.000	$7,500	$10,000
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants				
Other Income/Surplus	$18,159.50			
In-kind Contributions				
Totals:				
EXPENSES				
Salaries/Benefits	$0			
Other operating expenses	$9,700.52			

TRANSPORTATION PROGRAM ONLY

Total number of individuals served (unduplicated): **88**

Total number of units provided: **388**

Total number of individuals served from Biddeford: **88**

Percent of total client count that are residents of the City of Biddeford: **100%**

What other municipalities provide financial assistance and how much does each provide? **N/A**

Do you receive funding from Biddeford's CDBG program? If yes, for what services? **N/A**

Per capita cost of service(s); each individual counted only once: **N/A**

Monetary value of rides from December 2023 through December 2024 = **$24,341.13**

Unit of service cost: **N/A**

How many members of your agency have authority to decide where/how your funds will be spent? **5**

Of that group, how many are responsible for ensuring funds are used for the intended purpose? **2**

Agencies REQUIRED to file yearly audits—include a copy of last audited financial statement.

Agencies NOT REQUIRED to file yearly audits—complete the budget form and include your IRS Form 990.

Refer to Heart of Biddeford, Fiscal Sponsor

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specificas possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
* Digital Equity	over 60	$300.00 each	Donations $10.00	February 2025
* Fraud, Abuse, Scams	over 60 (or anyone)	estimate $1,000	Donations $200.00	August 2025
*Open House X2	over 60 (or anyone)	$400.00 each	Donations $200.00+	April / September
Lunch and Learn	over 60 (or anyone)	$250.00 each	Donations $10.00+	Quarterly
Outside conferences with travel	Ops team- 3	$500.00 each	0	Quarterly or more

VALIDATION

I, Elizabeth Martin of Age-Friendly Biddeford

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

Chair./Director

(Title)

Elizabeth Martin March 5, 2025

Signature/Title Date

*****ADDITIONAL INFORMATION*****

***SEE ATTACHMENTS**

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Biddeford Historical Society

Principal Address: PO Box 200
Biddeford, ME 04005

Executive Director: Paul McDonough (President)

Contact Person/Phone Number: Daniel Lamontagne 207-229-0429

Est. Total Agency Budget for 2024/2025: $23,000 (major repair expected)

Actual 2023/2024 Budget: $8,110

Amount requested from the

City of Biddeford: $10,000

What percent of your annual budget does this request represent: 43%

What percent of this request will be used towards salaries: 0%

What percent of this request will be used towards direct services/programming: 100%

Please provide your agency's mission statement:

The Biddeford Historical Society preserves, interprets, and promotes Biddeford, Maine's rich history and its connections to the wider world.

We maintain archives, objects, and sites; host educational programs; and steward the community's 1759 Meetinghouse in order to deepen the public's understanding of and engagement with history.

History in its simplest sense is the study and narration of change through time. We seek to capture and tell these stories and to engage the community in this dialogue, so they can be connected to the vibrant past that makes Biddeford what it is today.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

Preserving Biddeford's historical documents and Meetinghouse building, and promoting the City's history. The major costs are for the online database of our collections, and costs related to the Meetinghouse building consisting of insurance, utilities, and repairs and maintenance.

How is that need determined or measured?

Via the public's use of our online database, research inquiries, and attendance at our lectures.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?

(Please be as specific as possible)

We are attempting to meet that need by providing access to our collections, assisting with research inquiries, and having informative lectures at the Meetinghouse. The outcome we expect to achieve is pride and continued interest in Biddeford's history.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

There is no formal process. If attendance at our lectures is good, or if we have helped someone with their research, or if we receive comments about our beautiful Meetinghouse, we feel we have been effective.

Client eligibility criteria:

None/not applicable.

Describe any fee or payment structure your organization charges for services:

No charge, except for the river cruises in the summer (which raised $1,440 in 2024).

Describe services provided:

Online database of our collections available to the public; lectures at the Meetinghouse; assistance with research.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

Our facility for lectures is the Meetinghouse. Our collections are stored at McArthur Library through their generous donation of a small space at no cost to us.

Define a unit of service as it pertains to the program:

None/not applicable.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

We have had meetings with other similar Biddeford nonprofits about collaboration. However, even if we work together, each group's expenditures would be the same as they are now. The Historical Society would still incur the same costs for maintaining the Meetinghouse and for its online database.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

501C-3 status has NOT been revoked within the past 5 years.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income?

Not applicable. We do not charge admission fees.

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

Not applicable.

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Never. (The Treasurer is a Certified Public Accountant with 40 years experience).

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal		0	0	0
State		0	0	0
County		0	0	0
Municipal		7,500	7,500	10,000
JTPA		0	0	0
3RD Party		0	0	0
Fees/Tuition		0	0	0
Private Insurance		0	0	0
Endowments		0	0	0
United Way		0	0	0
Grants		0	0	0
Other Income/Surplus		6,000	6,950	7,000
In-kind Contributions		0	0	0
Totals:		13,500	14,450	17,000
EXPENSES				
Salaries/Benefits		0	0	0
Other operating expenses		8,000	8,110	23,000

Total number of individuals served (unduplicated): Data not available

Total number of units provided: N/A

Total number of individuals served from Biddeford: Data not available

Percent of total client count that are residents of the City of Biddeford: N/A

What other municipalities provide financial assistance and how much does each provide?

No financial assistance from other municipalities.

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

No

Per capita cost of service(s); each individual counted only once:

N/A

Unit of service cost: N/A

How many members of your agency have authority to decide where/how your funds will be spent?

Three, but Board has to approve all expenditures of $300 or more.

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

One (Treasurer)

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of last audited financial statement.

Agencies <u>NOT REQUIRED</u> to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
None planned				

VALIDATION

I, Daniel Lamontagne, of Biddeford Historical Society
(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

Treasurer.
(Title)

Daniel Lamontagne
Signature/Title

2-07-2025
Date

*****ADDITIONAL INFORMATION*****

City of Biddeford

205 Main Street/PO Box 586

Biddeford, Maine 04005

Application for Municipal/Social

Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine.org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Biddeford Community Gardens

Principal Address: Heart of Biddeford, 205 Main Street, Biddeford, ME 04005

Executive Director: Holly Culloton

Contact Person/Phone Number: Evan Greeson, 716-473-8123 or Holly Culloton, 207-730-1799

Est. Total Agency Budget for 2024/2025: $66,581

Actual 2023/2024 Budget: $43,230

Amount requested from the City of Biddeford: 35,741

What percent of your annual budget does this request represent: 55

What percent of this request will be used towards salaries: 38

What percent of this request will be used towards direct services/programming: 62

Please provide your agency's mission statement:

Biddeford Community Gardens strives to empower community members to work with nature and cultivate welcoming urban green spaces, promotes agricultural and educational opportunities, and provides sustainable access to fresh, nutritious, locally-sourced food. Our vision is for our gardens to provide food security for all Biddeford residents – to feed our city from the ground up!

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

Addressing food insecurity. Community Building.

How is that need determined or measured?

- By our annual harvest, which we share with three local food service organizations - Youth Full Maine, Bon Appetit, and Biddeford Food Pantry.
- Positive feedback from youth.
- Improved mental health within the student body we work with.
- Working with our partner organizations, we receive feedback for the community's desire for fresh produce that is not available to them. Improved mental health.
- A sense of community pride from youth at Service Works.
- A request for increased involvement.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?

(Please be as specific as possible)

Each of our four communal gardens are staffed by experienced gardeners. We provide the tools, education, and support to Biddeford residents for them to grow fresh, organic, healthy, nutritious food to supplement their food needs. Through this, we expect to provide a welcoming, approachable community space for all community members. This past growing season we grew approximately 2.400 lbs of produce. We have working partnerships with 14 local organizations to help address food insecurity and build community.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)

We gather information through our social media pages, and end of season surveys. We have bi-annual Strategic Planning meetings. We encourage testimonials and feedback from garden members and partner organizations.

Client eligibility criteria:

Any resident of Biddeford is eligible. We ask that people who are interested in growing their own food, help with one or two hours each week planting, maintaining, and harvesting. In exchange, they can harvest food for themselves/their families. Our gardens are communal.

Describe any fee or payment structure your organization charges for services

We do not charge fees. However, we do ask for a commitment of time from all garden participants.

Describe services provided:

We provide garden space to community members, organic produce to Youth Full Maine, Bon Appetit Meal Program, and Biddeford Pantry. We provide volunteer opportunities for many of our community partner organizations, such as UNE, Rotary Club, and Service Works.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

We have four community gardens, and utilize Biddeford Housing Authority's 46 Sullivan Street HUB for meetings and projects, and we hold our monthly member & steering committee meetings at McArthur Library

Define a unit of service as it pertains to the program:

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

Yes, Biddeford Community Gardens Partners with multiple local organizations listed below.

- City of Biddeford
    - Three of our gardens are in city parks
    - The City pays for water in our gardens
    - The city provides maintenance of shared areas, hauling debris.
- Biddeford Housing Authority
    - Our flagship garden is on BHA property on Sullivan Street
    - BHA pays for water
- Youth Full Maine
    - We provide Youth Full fresh vegetables throughout the season to be distributed in their school food pantries and free food distributions. BCG helps with food distributions as well. We are partnering with them on plans for a new community greenhouse. The greenhouse will be used for starting seedlings and growing greens to extend the season as well as for educational purposes.
- Bon Appetit meals program
    - We provide produce for their nightly free meals program.
- York County Master Gardener Volunteers
    - We regularly have MGV's help us with the Pierson's Lane Children's Garden summer programming, and the Rotary Park Community Garden
- Learning Works Service Works program
    - Youth with mandated community service hours, and their mentors, help us with ongoing maintenance in our gardens. The youth also are able to harvest vegetables for their families.
- Learning Works YouthBuild Maine
    - Older youth help with building projects.
- Learning Works BLAST program
    - K-4th grade students spend time each season in the garden
- Cornerstones of Maine
    - Youth 18 to 24 provide up to 3 hours each week helping in the gardens.
- UNE - Coastal Healthy Communities
    - We work with CHC on healthy nutrition.
- UNE - Marine & Environmental Sciences Department
    - Marine & Environmental Sciences Department. Students will be working on a project for Spring 2025 for BCG, researching methods for sustainable landscaping, developing a public service plan to eliminate the use of pesticides, herbicides, and heavy fertilizers on city and privately owned land.
- BHS - Farm & Food Production Class
    - Students learn about growing local organic food. From seed starting, to composting to the harvest.
- Art Certificate Program
    - Partners with us for the Spring Pollinator Festival. Provides the meeting space.
- McArthur Library
    - Has previously partnered with us on the Biddeford Gardens Series. Allows the use of a conference room for our monthly BCG Team and Steering Committee meetings.
- City of Biddeford - Sustainability Committee.
    - BHS staff were involved with the planning for the city's Climate Action Plan.
- For 2023/2024, through a York County Cares grant, we set up a temporary vegetable garden at the Saco Hotel for the 300+ asylum seeking families.

- Rotary Club
    - Helped with three raised bed building projects
- United Way
    - Helped to build six raised beds for seniors at the St. Andre's Senior Housing Complex.

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Has your 501C-3 status been revoked within the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

No.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income?

Biddeford Community Gardens does not charge fees

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

No.

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Our records have not yet been audited. Our fiscal sponsor, Heart of Biddeford, maintains our financial records.

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
35741	38	62		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				
State				
County				
Municipal				
JTPA				
3RD Party	donations		1019	
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants	Woodard and curran foundation, SeedMoney		11,830	
Other Income/Surplus	Surplus, flower and herb sales, SPC Income		13,406	15,000
In-kind Contributions			52,244	
Totals:			26,255	
EXPENSES				
Salaries/Benefits			4768	44340
Other operating expenses			5,536.7	22241

Total number of individuals served (unduplicated): 500 plus

Total number of units provided: _____

Total number of individuals served from Biddeford: 500 plus

Percent of total client count that are residents of the City of Biddeford: 95%

What other municipalities provide financial assistance and how much does each provide?

NA

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

No.

Per capita cost of service(s); each individual counted only once:

NA

Unit of service cost: _____

How many members of your agency have authority to decide where/how your funds will be spent?

8

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

2

Agencies REQUIRED to file yearly audits—include a copy of last audited financial statement.

Agencies NOT REQUIRED to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
Spring pollinator Festival campaign	Biddeford based businesses and individuals		5,000	2/15/25-5/31/25

VALIDATION

I, Evan Greeson _____, of Biddeford Community Gardens

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

Project Manager.

(Title)

Signature/Title

3/3/25

Date

ADDITIONAL INFORMATION

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine.org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Bon Appetit Community Meal Program

Principal Address: 19 Cresent Street Biddeford ME 04005

Second Congregational Church

Executive Director: James Cottright 207-608-0464

Contact Person/Phone Number: Laura Cottright 207-409-4375

Est. Total Agency Budget for 2024/2025: 60,000

Actual 2023/2024 Budget: 60 250

Amount requested from the

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

Yes, Was a Tax issue / has been resolved for Two years

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

City of Biddeford: 24000

What percent of your annual budget does this request represent: 40 %

What percent of this request will be used towards salaries: 0 %

What percent of this request will be used towards direct services/programming: 40 % rent

Please provide your agency's mission statement:

PROGRAM DESCRIPTION

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
Calendar sales	Community	800 ~	8000 ~	Oct'd - Dec 30

Describe services provided:

Healthy evening meals are provided 5 days a week. Service connections can be made per requestof the clients who partake in our meals. Food boxes are delivered depending on circumstances.

What accommodations are made to those applicants with zero income?

There are no income requirement nor do we charge for our meals. Patrons can make a donation if they so choose but are never solicited.

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

No fees are charged

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

We rent space from the Second Congregational church on Cresent dtreet, we continue to hold a warm safe place for our patrons to eat.

Define a unit of service as it pertains to the program:

one meal is a unit

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

Yes we use the Good Shepard food Bank. We also work with stores and the pantries.We are able to work with businees who not only help financially, but have have food drives and such

How often are your books and/or financial records audited by an accounting firm or a third party professional?

annually

SECTION II. PROGRAM DESCRIPTION

Describe the health or human service need that your program addresses:

Hunger is still apervasive problem for many citizens of Biddeford.While pantries provide food to prepare meals at home, Bon Appetit provides a healthy meal five (5) days aweek. Our goal is to feed anyone who is hungry while allowing them to maintain their pride. Many of our patrons can receive food from pantries but not know how or have means to cook the food.

How is that need determined or measured?

The numbers have grown from 35 a day when we started 35 years ago to an estimated100 many days of the week currently.The number of food insecure individuals and families continues to grow. We currently average 500 meals a week.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?

(Please be as specific as possible)

We've been able to meet the needs of our patrons through a network of donors of both money and food. James Cortright travels many miles a week to secure these donations.We have been fortunate to be a part of The Good Shepard Food Bank which provides us with quality food at very reasonable prices as well as free staple items.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

Our program is evaluated by our board of directors, We meet quarterly and make adjustments as needed. We have added a patron to our board so that we have imput form both sides.

Client eligibility criteria:

The only eligitbilty is hunger. While the snap program helps , with the rising cost of food and homelessness the need has increased. We do not now nor have we asked asked clients for proof of need.

Describe fee structure:

There are no fees

Funding sources for program:

FY26 request for funding:	% for salaries	% of programming
24000	0	40

CATEGORY	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				
State				
County				
Municipal		24000	24000	24000
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants		10000	2400	5000
Other Income/Surplus		20000	30000	30000
In-kind Contributions		10000	10000	8000
Totals		64000	66400	67000
Expenses:				
Salaries/Benefits		25000	25000	27000
Other operating expenses:		30000	35000	35000

Total number of individuals served (unduplicated): 26000

Total number of units provided: 26000

Total number of individuals served from Biddeford: 25480

Percent of total client count that are residents of the City of Biddeford: 98%

?

4

VALIDATION

I, [illegible], of Bon Appetit Community Meal Program

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as President of Board.

(Title)

[illegible] President

Signature/Title

3-1-2025

Date

ADDITIONAL INFORMATION

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
O.P.O. BOX 1,680
BROOKLYN, NY 11202

DEPARTMENT OF THE TREASURY

Date: JUL 13 1992

Employer Identification Number:
01-0462772
Contact Person:
VINCENT A FUSCO JR
Contact Telephone Number:
(718) 488-2816

BON APPETIT COMMUNITY MEAL PROGRAM
PO BOX 1091
BIDDLEFORD, ME 04005

Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
May 19, 1992
Advance Ruling Period Ends:
December 31, 1996
Addendum Applies:
Yes

501. C.3

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 1.70(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

Letter 1045(DO/CG)

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social securities taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donors beginning May 13, 1992.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

BON APPETIT COMMUNITY MEAL PROGRAM

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of $10 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty we charge cannot exceed $5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Section 508(a)(2) of the Internal Revenue Code states we will not treat an organization organized after October 9, 1969, as an organization described in section 501(c)(3) for any period before it gives notice that it is applying for recognition of exempt status, if it gives such notice after the time prescribed in the regulations.

Section 1.508-1(a)(2)(i) of the Income Tax Regulations states that an organization seeking exemption under section 501(c)(3) must file the notice described in section 508(a) within 15 months from the end of the month in which it was organized. The notice is filed by submitting a properly completed Form 1023, exemption application, with the key district director.

Our records show that your notice was postmarked May 13, 1992, which is more than 15 months from the end of the month in which you were organized. Since the provisions of section 508(a)(2) apply to you, the effective date of your exemption is May 13, 1992. Contributions made to you on or after this date are tax deductible.

Revenue Ruling 77-208, published in Cumulative Bulletin 1977-1, on page 153, states that if an organization does not apply within 15 months of its formation, we will not consider financial information for the period prior to the application date in determining an organization's private foundation status. Accordingly, your advance ruling covers the period beginning and ending on the advance ruling period dates shown in the heading of this letter. Contributions by donors would be deductible beginning May 13, 1992.

You have agreed on your application for exemption under section 501(c)(3) of the Code that your exemption is effective May 13, 1992, the date

Our Purpose

Bon Appetit's mission is to provide healthy, well balanced meals for families and individuals in the community who are food insecure.

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name:	In-A-Pinch Non-Food Pantry
Principal Address:	264 Pool Road, PO Box 2412, Biddeford, Maine 04005
Executive Director:	Marie Clark-Colman . . . President/Co-Founder
Contact Person/Phone Number:	Pauline Loranger . . . Treasurer (H) 207-571-9758 (C) 207-229-4855
Est. Total Agency Budget for 2024/2025:	Revenue $23,635.00 Expenses $24,350.00
Actual 2023/2024 Budget:	Revenue $22, 230.00 Expenses $22,350.00
Amount requested from the City of Biddeford:	$4,500.00

What percent of your annual budget does this request?: 18%

What percent of this request will be used towards salaries: 0%

What percent of this request will be used towards direct services/programming: 100%

Please provide your agency's mission statement:

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

In-A-Pinch Non-Food Pantry offers limited supplies of personal hygiene products and household cleaning supplies

How is that need determined or measured?

In-A-Pinch Non-Food Pantry keeps an up-to-date Excel tracking sheet; measured at each Pantry opening and totaled yearly.

How is your program attempting to meet that need and what is the outcome that you expect to achieve? (Please be as specific as possible)

The pantry is hopeful that clients access them in these difficult times help with personal hygiene habits.

What process does your agency undertake annually to evaluate the effectiveness of your program?

In-A-Pinch Non-Food Pantry Board Members attend Meetings to review past and previous Client numbers and needs.
When clients seek to change an item, it will be brought to the board, where they will then assess the need and set forth the change as needed.

Client eligibility criteria:

In-A-Pinch Non-Food Pantry requires each Family to show proof of residency.

Describe any fee or payment structure your organization charges for services:

None, all services provided at In-A-Pinch Non-Food Pantry are free

Describe services provided:

In-A-Pinch Non-Food Pantry offers limited supplies of personal hygiene products and household cleaning Supplies.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide

In-A-Pinch Non-Food Pantry is located at 264 Pool Road in Biddeford

Define a unit of service as it pertains to the program:

In-A-Pinch Non-Food Pantry allots each family 8 items per month

Does your agency collaborate with any other non-profit organizations to maximize the use of the fundsyou receive? If yes, please explain.

In-A-Pinch Non-Food Pantry does collaborate with any other non-profit organizations

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent
No

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income?

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026

Federal				
State				
County				
Municipal				
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants				
Other Income/Surplus				
In-kind Contributions				
Totals:				
EXPENSES				
Salaries/Benefits				
Other operating expenses				

Total number of individuals served (unduplicated): _____

Total number of units provided: _____

Total number of individuals served from Biddeford: _____

Percent of total client count that are residents of the City of Biddeford: _____

What other municipalities provide financial assistance and how much does each provide?

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

Per capita cost of service(s); each individual counted only once:

Unit of service cost: _____

How many members of your agency have authority to decide where/how your funds will be spent?

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of last audited financial statement.

Agencies <u>NOT REQUIRED</u> to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the

next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates

VALIDATION

I, Marie Clark-Colman, of In-A-Pinch Non-Food Pantry
(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

President/Co-Founder.
(Title)

Marie Clark-Colman
(Signature/Title)

March 4, 2025
(Date)

*****ADDITIONAL INFORMATION*****

City of Biddeford

205 Main Street/PO Box 586

Biddeford, Maine 04005

Application for Municipal/Social

Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine.org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: City Theater Associates

Principal Address: 205 Main Street Biddeford ME 04005

Executive Director: President of the Board, Steve Ellis

Contact Person/Phone Number: Steve Ellis 207-282-0849

Est. Total Agency Budget for 2024/2025: $470,000

Actual 2023/2024 Budget: $375,000

Amount requested from the City of Biddeford: $50,000

What percent of your annual budget does this request represent: 9.5%

What percent of this request will be used towards salaries: $0

What percent of this request will be used towards direct services/programming: 100% will be used for building repair and maintenance

Please provide your agency's mission statement: City Theater in Biddeford, Maine is a fully restored 1890s Opera House offering community theater, music, dance, and more to the surrounding southern Maine communities. The mission of City Theater Associates is to foster an appreciation for the performing arts by using creative avenues to increase community involvement.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

City Theater hosts over 20,000 annual visitors from all over the US and Canada for our award-winning programming, outside entertainment, and community events. These people not only attend City Theater productions and events but also spend time in the downtown area patronizing local businesses (restaurants, hotels, bars, shops, lumber yards, etc). City Theater has been a significant positive influence on the economic development of downtown Biddeford, especially on weekends and evenings.

We are asking for assistance to keep the 130-year-old, City-owned building open and functioning. Our request does not directly finance the CTA arts and programming mission, nor pay the the salaries or expenses of CTA staff and contractors; the funding request is only to help support necessary building work and maintenance to ensure the building is safe for our staff, volunteers, and patrons.

How is that need determined or measured?

As a non-profit organization striving to invite diverse individuals and economic groups into our space and downtown Biddeford, we aim to keep our ticket prices affordable, especially for families. However, the cost of operating a performing arts center while maintaining a 130-year-old building continues to impact our overall budget. While City Theater has enjoyed an ever-increasing patronage, we are also facing increased costs for expenses such as rights for shows; lumber for set builds; electricity, etc. Furthermore, larger audiences mean increased costs for supplies and general wear-and-tear in public spaces.

In the past year, City Theater spent over $102,000 on non-show related building repairs and maintenance, including:

- A new roof
- An upgrade to our fire suppression system
- Costs related to the boiler and heating system
- Electrical upgrades
- Flooring upgrades

City Theater expects over $100,000 on building repair and maintenance in the upcoming year which will include:

- Indoor and outdoor masonry repairs
- Continued work on the fire suppression system
- Perpetual costs related to the boiler and heating system
- Necessary heating, plumbing, and electrical upgrades

This does not include major costs such as new windows or any upgrades to our actual systems.

How is your program attempting to meet that need and what is the outcome that you expect to achieve? (Please be as specific as possible)

The need to address basic maintenance and safety issues of 205 Main Street will ensure that the building is safe and can be used by patrons and volunteers.

Please note that City Theater always contracts with local businesses to keep all funds as local as possible.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

As a non-profit organization, City Theater must at least break even for each budget year. As such, we evaluate all proposed events/programs presented at City Theater in terms of whether the event will, at

least, break even for actual costs, with the caveat that the event should also generate some additional revenue for building maintenance. Therefore, if we aren't confident that an event will pay for itself and cover some operational costs, we must make the difficult decision of not having that program at our venue.

Client eligibility criteria:

Not applicable

Describe any fee or payment structure your organization charges for services:

Events and productions are both ticketed and free. Ticket prices are in the $25 to $35 range for all ticketed events. We also offer volunteer opportunities that allow for attendance at ticketed events at no charge. Additionally, City Theater Associates operates a concessions stand which generates some revenue for the Theater.

Describe services provided:

City Theater Associates produces five main stage shows (plays and musicals) each year. In addition, we host both ticketed and free events throughout the fiscal year such as Chamber of Commerce Ten Talks; free community movies with McArthur Library; the Maine Downtown Conference in collaboration with Heart of Biddeford; concerts; comedians, film festivals featuring all Maine-based film producers and productions; performing arts productions; and other community events.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

Yes

Define a unit of service as it pertains to the program:

A patron entering our facility.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

Yes, City Theater collaborates with local arts organizations, community organizations, and commerce organizations to maximize the use of our space and leverage as many costs as possible to keep ticket prices low.

Has your 501C-3 status been revoked within the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

No

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Attached

Part 2

What accommodations are made to those applicants with zero income?

City Theater offers a variety of volunteer opportunities for persons with differing abilities and skills to ensure that anyone can be accommodated to volunteer and attend an event for free, especially for those who have zero income.

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

No.

If any agency does not maintain certain financial information please write NA in the section provided

How often are your books and/or financial records audited by an accounting firm and/or a third-party professional?

While our financial records aren't audited by an accounting firm, our yearly taxes (990) is always put together and filed by a third-party financial professional to add an outside look into our accounting.

Funding sources for the program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
$50,000	0	100		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal	N/A	N/A	N/A	N/A
State	N/A	N/A	N/A	N/A
County	N/A	N/A	N/A	N/A
Municipal	City of Biddeford	$75,000	$36,750.00	$50,000
JTPA	N/A	N/A	N/A	N/A
3RD Party				
Fees/Tuition	N/A	N/A	N/A	N/A
Private Insurance	N/A	N/A	N/A	N/A
Endowments	Private Endowments	$0	$1500	$2000
United Way	N/A	N/A	N/A	N/A
Grants	N/A	N/A	$1000	$500
Other Income/Surplus	Ticket and Concession Sales	$325,000	$315,000	Appx $350,000
In-kind Contributions	Fundraising	$70,000	$106,000	$100,000
Totals:		$470,000	$460,250	$500,000
EXPENSES				
Salaries/Benefits		$80,000	$65,000	$100,000
Other operating expenses		$390,000	$420,000	$400,000

Total number of individuals served (unduplicated): Unable to unduplicate

Total number of units provided: Appx 20,000

Total number of individuals served from Biddeford: Unable to answer as ticket walkups do not provide an address

Percent of total client count that are residents of the City of Biddeford: Estimated to be 50% of folks from Biddeford

What other municipalities provide financial assistance and how much does each provide?

N/A

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

N/A

Per capita cost of service(s); each individual counted only once: N/A

Unit of service cost: N/A

How many members of your agency have the authority to decide where/how your funds will be spent?

All decisions are made by a majority vote of the Board of Directors; we have 9 voting board members.

Of that group, how many are responsible for ensuring funds are used for the intended purpose?
All 9

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of the last audited financial statement.

Agencies <u>NOT REQUIRED</u> to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
Sales of ads	Businesses and nonprofits	$10,000	$65,000	April -August 2025
General Fundraising	General Public	$5,000	$35,000	June 1, 2025 - May 31, 2026

VALIDATION

I, Steven Ellis, of City Theater Associates
(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and sign the same in my capacity as

President, Board of Directors.
(Title)

Steven Ellis
Signature/Title

3/4/25
Date

Internal Revenue Service

Department of the Treasury

District
Director

10 MetroTech Center
625 Fulton Street
Brooklyn, NY 11201

Date: AUG 23 1996

City Theater Associates
Post Office Box 993
Biddeford, ME 04005

Person to Contact:
Patricia Holub
Contact Telephone Number:
(718) 488-2333
EIN: 01-3051796
03

Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of City Theater Associates.

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code remains in effect until the tax exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,

[Patricia Holub]

Patricia Holub
Manager, Customer
Service Unit

Name of Organization: City Theater Associates

Date of Exemption Letter: March 1978

Exemption granted pursuant to section 501(c)(3) of the Internal Revenue Code.

Foundation Classification (if applicable): Not a private foundation as you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

COPY

(*Name of Corporation*)

CITY THEATER ASSOCIATES, INC.

YORK ss.

Registry of Deeds

Received May 25 19 77

at 9 h. 02 m. AM.

Recorded in Vol. 25 Page 45

Attest:

Phyllis F. Deschambeault Register

A true copy of record.

Attest:

Phyllis F. Deschambeault Register

STATE OF MAINE

Office of Secretary of State

Augusta 19

Received and filed this day.

Attest:

Secretary of State

Recorded in Vol. Page

OF MAINE
Secretary of State
June 16, 19 77
and filed this day.

Secretary of State

Vol. 50 Page 12

Said corporation is located in the town of Biddeford County of York State of Maine.

The number of officers is four (4) and their names are as follows:

President Michael E. Bergeron

Vice-President Constantine Karvonides

Secretary ~~XXXXXX~~ Joan L. Turcotte

Treasurer Dorothy P. Reny

~~Directors~~ Trustees Lucien A. Dutremble; Richard G. Lemire; Joanne Forman; Joan L. Turcotte; Dorothy P. Reny; Gerard /J./ Rheault; Michael E. Bergeron; Constantine Karvonides; Richard /T./ Potvin; Thomas E. Osborne.

Witness our hands this ninth day of May A.D. 1977

Michael E. Bergeron President

Dorothy P. Reny Treasurer

Lucien A. Dutremble
Michael E. Bergeron
Dorothy P. Reny
Joan L. Turcotte
Gerard J. Rheault
Joanne Forman
Richard G. Lemire
Constantine Karvonides
Randall J. Parenteau
David A. DeTurk

~~Directors~~ ~~Trustees~~ Incorporators

Thomas E. Osborne

Richard T. Potvin

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ **Go to *www.irs.gov/Form990* for instructions and the latest information.**

OMB No. 1545-0047

2022

Open to Public Inspection

A For the 2022 calendar year, or tax year beginning 07-01-2022 , and ending 06-30-2023

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
CITY THEATER ASSOCIATES INC

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)
PO BOX 993

Room/suite

City or town, state or province, country, and ZIP or foreign postal code
BIDDEFORD, ME 04005

D Employer identification number
01-0351796

E Telephone number
(207) 282-0849

G Gross receipts $ 408,292

F Name and address of principal officer:
STEVE ELLIS
5 LITTLE CREEK DR
BIDDEFORD, ME 04005

H(a) Is this a group return for subordinates? ☐ Yes ☑ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions.

H(c) Group exemption number ▶

I Tax-exempt status: ☑ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ WWW.CITYTHEATER.ORG

K Form of organization: ☑ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1977

M State of legal domicile: ME

Part I Summary

1 Briefly describe the organization's mission or most significant activities:
THE ORGANIZATIONS PRIMARY EXEMPT PURPOSE IS TO EDUCATE THE GENERAL PUBLIC BY PRESENTING THEATRICAL PRODUCTIONS INTENDED TO FOSTER APPRECIATION OF THE THEATER AND PERFORMING ARTS IN THE COMMUNITY.

Activities & Governance

2	Check this box ▶ ☐		
3	Number of voting members of the governing body (Part VI, line 1a)	**3**	9
4	Number of independent voting members of the governing body (Part VI, line 1b)	**4**	8
5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	**5**	2
6	Total number of volunteers (estimate if necessary)	**6**	200
7a	Total unrelated business revenue from Part VIII, column (C), line 12	**7a**	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	**7b**	

Revenue

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	128,892	93,441
9	Program service revenue (Part VIII, line 2g)	175,448	270,823
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	689	1,336
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	11,642	25,881
12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	316,671	391,481

Expenses

13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	100	630
14	Benefits paid to or for members (Part IX, column (A), line 4)		0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	48,191	80,953
16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
b	Total fundraising expenses (Part IX, column (D), line 25) ▶1,308		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	237,904	288,857
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	286,195	370,440
19	Revenue less expenses. Subtract line 18 from line 12	30,476	21,041

Net Assets or Fund Balances

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	352,461	377,552
21	Total liabilities (Part X, line 26)	1,090	5,140
22	Net assets or fund balances. Subtract line 21 from line 20	351,371	372,412

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here		
	Signature of officer	2024-11-25 Date
	KAREN GALLAGHER TREASURER Type or print name and title	

Paid Preparer Use Only					
	Print/Type preparer's name	Preparer's signature	Date 2024-11-25	Check ☐ if self-employed	PTIN P00047158
	Firm's name ▶ SIMENSKY ENGSTROM & ASSOCIATES CPA'S			Firm's EIN ▶ 01-0353028	
	Firm's address ▶ PO BOX 760 SACO, ME 04072			Phone no. (207) 284-5943	

May the IRS discuss this return with the preparer shown above? See Instructions. . . . . ☐ Yes ☐ No

Part III **Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III . . . . . ☑

1 Briefly describe the organization's mission:

THE ORGANIZATIONS PRIMARY EXEMPT PURPOSE IS TO EDUCATE THE GENERAL PUBLIC BY PRESENTING THEATRICAL PRODUCTIONS INTENDED TO FOSTER APPRECIATION OF THE THEATER AND PERFORMING ARTS IN THE COMMUNITY.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . ☐ Yes ☑ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . ☐ Yes ☑ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 337,274 including grants of $ 630) (Revenue $ 270,823)

CITY THEATER PRODUCED SEVERAL SHOWS AND PARTICIATED IN MULTIPLE COMMUNITY PRODUCTIONS IN 2022/2023. CITY THEATER IS ACHIEVING ITS MISSION, OF PROVIDING EXCELLENT VARIETY AND QUALITY PERFORMING ARTS IN A MOST HISTORIC AND BEAUTIFUL SETTING.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d	Other program services (Describe in Schedule O.) (Expenses $ including grants of $) (Revenue $)	
4e	**Total program service expenses** ▶	337,274

Part IV **Checklist of Required Schedules**

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	**1**	Yes	
2	Is the organization required to complete *Schedule B, Schedule of Contributors*? See instructions.	**2**	Yes	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	**3**		No
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	**4**		No
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	**5**		No
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D,* Part I	**6**		No
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	**7**		No
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D,* Part III	**8**		No
9	Did the organization report an amount in Part X, line 21 for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	**9**		No
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi endowments? *If "Yes," complete Schedule D, Part V*	**10**		No
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D,* Part VI.	**11a**	Yes	
b	Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	**11b**		No
c	Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	**11c**		No
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	**11d**		No
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	**11e**		No
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	**11f**		No
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	**12a**		No
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	**12b**		No
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	**13**		No
14a	Did the organization maintain an office, employees, or agents outside of the United States?	**14a**		No
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	**14b**		No
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	**15**		No
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	**16**		No
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions.	**17**		No
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	**18**		No
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes,"*			

	complete Schedule G, Part III	19		No
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		No
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		No

Part IV **Checklist of Required Schedules** *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		No
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		No
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		No
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L,* Part I	25a		No
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L,* Part I	25b		No
26	Did the organization report any amount on Part X, line 5 or 22 for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		No
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L,* Part III	27		No
28	Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		No
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		No
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		No
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		No
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		No
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		No
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		No
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		No
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		No
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		No
b	If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		No
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		No

38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O.			38	Yes

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

					Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	19			
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0			
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c		No

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

					Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	2			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?			2b	Yes	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?			3a		No
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation in Schedule O*			3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?			4a		No
b	If "Yes," enter the name of the foreign country: ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).					
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?			5a		No
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?			5b		No
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?			5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?			6a		No
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?			6b		
7	**Organizations that may receive deductible contributions under section 170(c).**					
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?			7a		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?			7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?			7c		
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d				
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?			7e		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?			7f		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?			7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?			7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?			8		
9	**Sponsoring organizations maintaining donor advised funds.**					
a	Did the sponsoring organization make any taxable distributions under section 4966?			9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?			9b		
10	**Section 501(c)(7) organizations.** Enter:					
a	Initiation fees and capital contributions included on Part VIII, line 12	10a				
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b				
11	**Section 501(c)(12) organizations.** Enter:					
a	Gross income from members or shareholders	11a				
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b				
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?			12a		

b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year.	**12b**			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note.** See the instructions for additional information the organization must report on Schedule O.		**13a**		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	**13b**			
c	Enter the amount of reserves on hand	**13c**			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		**14a**		No
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation in Schedule O*		**14b**		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.		**15**		No
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		**16**		No
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.		**17**		

Part VI **Governance, Management, and Disclosure.** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to lines 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI ☑

Section A. Governing Body and Management

					Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.	**1a**	9			
b	Enter the number of voting members included in line 1a, above, who are independent	**1b**	8			
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?			**2**		No
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?			**3**		No
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?			**4**		No
5	Did the organization become aware during the year of a significant diversion of the organization's assets?			**5**		No
6	Did the organization have members or stockholders?			**6**		No
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?			**7a**		No
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?			**7b**		No
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:					
a	The governing body?			**8a**	Yes	
b	Each committee with authority to act on behalf of the governing body?			**8b**	Yes	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*			**9**		No

Section B. Policies (*This Section B requests information about policies not required by the Internal Revenue Code.*)

				Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		**10a**		No
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		**10b**		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?		**11a**		No
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.				
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*		**12a**		No
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		**12b**		
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*		**12c**		
13	Did the organization have a written whistleblower policy?		**13**		No

14	Did the organization have a written document retention and destruction policy?	**14**		No
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	**15a**		No
b	Other officers or key employees of the organization	**15b**		No
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	**16a**		No
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	**16b**		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed▶

18 Section 6104 requires an organization to make its Form 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☑ Upon request ☐ Other (explain in Schedule O)

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records:
▶KAREN GALLAGHER PO BOX 993 BIDDEFORD, ME 04005 (207) 282-0849

Part VII **Compensation of Officers, Directors,Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, or highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☑ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional Trustee;	Officer	Key employee	Highest compensated employee	Former			
(1) BRIANA CHU SECRETARY	4.00	X		X				0	0	0
(2) STEVE ELLIS PRESIDENT	4.00	X		X				0	0	0
(3) KAREN GALLAGHER TREASURER	4.00	X		X				0	0	0
(4) JAMES LABELLA BOARD MEMBER	2.00	X						0	0	0

(5) IRENE LEMAY BOARD MEMBER	2.00	X							0	0	0
(6) ELIZABETH MANTIS BOARD MEMBER	2.00	X							0	0	0
(7) MARK NAHORNEY VICE PRESIDE	4.00	X		X					0	0	0
(8) VALERIE NAHORNEY BOARD MEMBER	2.00	X							0	0	0
(9) TAD WILLIAMS BOARD MEMBER	2.00	X							0	0	0

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	**(B)** Average hours per week (list any hours for related organizations below dotted line)	**(C)** Position (do not check more than one box, unless person is both an officer and a director/trustee)						**(D)** Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	**(E)** Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	**(F)** Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	**Institutional Trustee;**	Officer	Key employee	Highest compensated employee	Former			

1b Sub-Total . . . . . ▶			
c Total from continuation sheets to Part VII, Section A . . ▶			
d Total (add lines 1b and 1c) . . . . . ▶			

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶

		Yes	No
3 Did the organization list any **former** officer, director or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	**3**		No
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	**4**		No
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization?*If "Yes," complete Schedule J for such person*	**5**		No

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶

Part VIII **Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants, and Other Similar Amounts	**1a** Federated campaigns . .				
	b Membership dues . .				
	c Fundraising events . .				
	d Related organizations				
	e Government grants (contributions) 27,500				
	f All other contributions, gifts, grants, and similar amounts not included above 65,941				
	g Noncash contributions included in lines 1a - 1f:$				
	h Total. Add lines 1a-1f . . . . . ▶ 93,441				
Program Service Revenue	**2a** PRODUCTION RECEIPTS	Business Code	270,823	270,823	
	b				
	c				

Program Service Revenue

d					
e					
f All other program service revenue.					
g **Total.** Add lines 2a–2f. . . . . ▶	270,823				
3 Investment income (including dividends, interest, and other similar amounts) . . . . . ▶		1,336			1,336
4 Income from investment of tax-exempt bond proceeds ▶					
5 Royalties . . . . . ▶					

		(i) Real	(ii) Personal			
6a Gross rents	6a	6,427				
b Less: rental expenses	6b					
c Rental income or (loss)	6c	6,427				
d Net rental income or (loss) . . . . . ▶				6,427		6,427

		(i) Securities	(ii) Other			
7a Gross amount from sales of assets other than inventory	7a					
Less: cost or other basis and sales expenses	7b					
Gain or (loss)	7c					
d Net gain or (loss) . . . . . ▶						

Other Revenue

8a Gross income from fundraising events (not including $ _____ of contributions reported on line 1c). See Part IV, line 18	8a				
b Less: direct expenses . . .	8b				
c Net income or (loss) from fundraising events . . ▶					
9a Gross income from gaming activities. See Part IV, line 19 . . .	9a				
b Less: direct expenses . . .	9b				
c Net income or (loss) from gaming activities . . ▶					
10a Gross sales of inventory, less returns and allowances . .	10a	33,557			
b Less: cost of goods sold . .	10b	16,811			
c Net income or (loss) from sales of inventory . . ▶			16,746		16,746

	Business Code				
11a MISCELLANEOUS		2,708			2,708
b					
c OtherRevenueMiscAmt					
d All other revenue					
e **Total.** Add lines 11a–11d . . . . . ▶		2,708			
12 **Total revenue.** See instructions . . . . ▶		391,481	270,823		27,217

Part IX **Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX . . . . . ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	630	630		
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	33,400	25,050	8,350	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	39,808	39,808		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	7,745	6,862	883	
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	1,450		1,450	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O)				
12 Advertising and promotion	1,269	1,269		
13 Office expenses	22,858	15,354	6,196	1,308
14 Information technology	3,411	1,705	1,706	
15 Royalties	42,373	42,373		
16 Occupancy	39,675	29,756	9,919	
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	22,051	22,051		
23 Insurance	6,236	3,118	3,118	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a PRODUCTION EXPENSES	143,851	143,851		
b MISCELLANEOUS	5,148	5,148		
c LICENSES	472	236	236	
d EQUIPMENT RENTAL & MAINTE	63	63		
e All other expenses				
25 **Total functional expenses.** Add lines 1 through 24e	370,440	337,274	31,858	1,308

26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.

Check here ▶ ☐ if following SOP 98-2 (ASC 958-720).

Part X **Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part IX . . . . . ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash–non-interest-bearing		32,001	1	55,958
	2	Savings and temporary cash investments		186,321	2	209,282
	3	Pledges and grants receivable, net			3	
	4	Accounts receivable, net			4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges			9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 563,748			
	b	Less: accumulated depreciation	10b 451,436	134,139	10c	112,312
	11	Investments—publicly traded securities			11	
	12	Investments—other securities. See Part IV, line 11			12	
	13	Investments—program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11			15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)		352,461	16	377,552
Liabilities	17	Accounts payable and accrued expenses		1,090	17	5,140
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17 - 24). Complete Part X of Schedule D			25	
	26	**Total liabilities.** Add lines 17 through 25		1,090	26	5,140
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ▶ ☑ and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions		188,490	27	182,031
	28	Net assets with donor restrictions		162,881	28	190,381
		Organizations that do not follow FASB ASC 958, check here ▶ ☐ and complete lines 29 through 33.				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		351,371	32	372,412
	33	Total liabilities and net assets/fund balances		352,461	33	377,552

Part XI **Reconcilliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI . . . . . ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	**1**	391,481
2	Total expenses (must equal Part IX, column (A), line 25)	**2**	370,440
3	Revenue less expenses. Subtract line 2 from line 1	**3**	21,041
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	**4**	351,371
5	Net unrealized gains (losses) on investments	**5**	
6	Donated services and use of facilities	**6**	
7	Investment expenses	**7**	
8	Prior period adjustments	**8**	
9	Other changes in net assets or fund balances (explain in Schedule O)	**9**	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	**10**	372,412

Part XII **Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII . . . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☑ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	**2a**		No
	If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	**2b**		No
	If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes," to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	**2c**		
	If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	**3a**		No
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.	**3b**		

Additional Data

Return to Form

Software ID:

Software Version:

Form 990, Special Condition Description:

Special Condition Description

SCHEDULE A (Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Go to *www.irs.gov/Form990* for instructions and the latest information.**

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization
CITY THEATER ASSOCIATES INC

Employer identification number
01-0351796

Part I **Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)

9 ☐ An agricultural research organization described in **170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land grant college of agriculture. See instructions. Enter the name, city, and state of the college or university:

10 ☑ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations . . . . . .

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1- 10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
Total						

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ. Cat. No. 11285F **Schedule A (Form 990) 2022**

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)** (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grant.") . .						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf. . . .						
3 The value of services or facilities furnished by a governmental unit to the organization without charge..						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) . .						
6 **Public support.** Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
7 Amounts from line 4. .						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources. . .						
9 Net income from unrelated business activities, whether or not the business is regularly carried on. .						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.). .						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) **12**

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . . ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2022 (line 6, column (f) divided by line 11, column (f)) **14**

15 Public support percentage for 2021 Schedule A, Part II, line 14 . . . . . **15**

16a **33 1/3% support test—2022.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization . . . . . ▶ ☐

b **33 1/3% support test—2021.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization . . . . . ▶ ☐

17a **10%-facts-and-circumstances test—2022.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization . . . . . ▶ ☐

b **10%-facts-and-circumstances test—2021.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization . . . . . ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . . ▶ ☐

Schedule A (Form 990) 2022

Part III **Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .	37,918	48,916	54,801	128,892	93,441	363,968
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	245,517	139,003	51,656	175,448	270,823	882,447
3 Gross receipts from activities that are not an unrelated trade or						

business under section 513	33,787	31,382	11,096	17,957	33,557	127,779
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5	317,222	219,301	117,553	322,297	397,821	1,374,194
7a Amounts included on lines 1, 2, and 3 received from disqualified persons	840	5,350	5,400	800	10,700	23,090
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year.				10,000		10,000
c Add lines 7a and 7b.	840	5,350	5,400	10,800	10,700	33,090
8 **Public support.** (Subtract line 7c from line 6.)						1,341,104

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
9 Amounts from line 6.	317,222	219,301	117,553	322,297	397,821	1,374,194
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources.	9,337	7,801	2,890	4,114	7,763	31,905
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975.						
c Add lines 10a and 10b.	9,337	7,801	2,890	4,114	7,763	31,905
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on.						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	38	9,719	400	423	2,708	13,288
13 **Total support.** (Add lines 9, 10c, 11, and 12.)	326,597	236,821	120,843	326,834	408,292	1,419,387

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**. ▶ ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2022 (line 8, column (f) divided by line 13, column (f))	15	94.480 %
16	Public support percentage from 2021 Schedule A, Part III, line 15	16	93.990 %

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2022** (line 10c, column (f) divided by line 13, column (f))	17	2.000 %
18	Investment income percentage from **2021** Schedule A, Part III, line 17	18	4.000 %

19a **33 1/3% support tests-2022.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☑

b **33 1/3% support tests—2021.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3% and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, of Part I, complete Sections A and B. If you checked box 12b, of Part I, complete Sections A and C. If you checked box 12c, of Part I, complete Sections A, D, and E. If you checked box 12d, of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in **Part VI** how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in **Part VI** how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		

b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* ***Part VI*** *when and how the organization made the determination.*	**3b**		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* ***Part VI*** *what controls the organization put in place to ensure such use.*	**3c**		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes" and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	**4a**		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* ***Part VI*** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	**4b**		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	**4c**		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in* ***Part VI,*** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	**5a**		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	**5b**		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	**5c**		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* ***Part VI.***	**6**		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990) .*	**7**		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	**8**		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* ***Part VI.***	**9a**		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* ***Part VI.***	**9b**		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* ***Part VI.***	**9c**		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	**10a**		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings).*	**10b**		

Part IV **Supporting Organizations** (continued)

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	**11a**		
b	A family member of a person described on 11a above?	**11b**		
c	A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to 11a, 11b, or 11c, provide detail in* ***Part VI.***	**11c**		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the officers, directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If "No," describe in* ***Part VI*** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	**1**		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* ***Part VI*** *how providing such benefit*			

carried out the purposes of the supported organization(s) that operated, supervised or controlled the supporting organization.

2			

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* ***Part VI*** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* ***Part VI*** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in line 2 above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* ***Part VI*** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally-Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year **(see instructions)**:

- **a** ☐ The organization satisfied the Activities Test. Complete **line 2** below.
- **b** ☐ The organization is the parent of each of its supported organizations. Complete **line 3** below.
- **c** ☐ The organization supported a governmental entity. Describe in **Part VI** how you supported a government entity (see instructions)

2 Activities Test. **Answer lines 2a and 2b below.**

			Yes	No
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* ***Part VI identify those supported organizations and explain*** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described on line 2a, above constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* ***Part VI*** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		

3 Parent of Supported Organizations. **Answer lines 3a and 3b below.**

a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No", provide details in* ***Part VI.***	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs and activities of each of its supported organizations? *If "Yes," describe in* ***Part VI.*** *the role played by the organization in this regard.*	3b		

Schedule A (Form 990) 2022

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 *(explain in* ***Part VI****)*. **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

	Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1		
2	Recoveries of prior-year distributions	2		
3	Other gross income (see instructions)	3		
4	Add lines 1 through 3	4		
5	Depreciation and depletion	5		
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7	Other expenses (see instructions)	7		
8	**Adjusted Net Income** (subtract lines 5, 6 and 7 from line 4)	8		

	Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)

1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):	**1**		
a	Average monthly value of securities	**1a**		
b	Average monthly cash balances	**1b**		
c	Fair market value of other non-exempt-use assets	**1c**		
d	**Total** (add lines 1a, 1b, and 1c)	**1d**		
e	**Discount** claimed for blockage or other factors (*explain in detail in* ***Part VI***):			
2	Acquisition indebtedness applicable to non-exempt use assets	**2**		
3	Subtract line 2 from line 1d	**3**		
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	**4**		
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	**5**		
6	Multiply line 5 by 0.035	**6**		
7	Recoveries of prior-year distributions	**7**		
8	**Minimum Asset Amount** (add line 7 to line 6)	**8**		

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	**1**	
2	Enter 85% of line 1	**2**	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	**3**	
4	Enter greater of line 2 or line 3	**4**	
5	Income tax imposed in prior year	**5**	
6	**Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	**6**	

7 ☐ Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions)

Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** (continued)

Section D - Distributions			**Current Year**
1	Amounts paid to supported organizations to accomplish exempt purposes	**1**	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	**2**	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	**3**	
4	Amounts paid to acquire exempt-use assets	**4**	
5	Qualified set-aside amounts (*prior IRS approval required - provide details in* ***Part VI***)	**5**	
6	Other distributions (*describe in* ***Part VI***). See instructions	**6**	
7	**Total annual distributions.** Add lines 1 through 6.	**7**	
8	Distributions to attentive supported organizations to which the organization is responsive (*provide details in* ***Part VI***). See instructions	**8**	
9	Distributable amount for 2022 from Section C, line 6	**9**	
10	Line 8 amount divided by Line 9 amount	**10**	

Section E - Distribution Allocations (see instructions)	**(i) Excess Distributions**	**(ii) Underdistributions Pre-2022**	**(iii) Distributable Amount for 2022**
1 Distributable amount for 2022 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2022 (reasonable cause required-- *explain in* ***Part VI***). See instructions.			
3 Excess distributions carryover, if any, to 2022:			
a From 2017.			
b From 2018.			
c From 2019.			
d From 2020.			
e From 2021.			
f **Total** of lines 3a through e			

f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2022 distributable amount			
i Carryover from 2017 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2022 from Section D, line 7: $			
a Applied to underdistributions of prior years			
b Applied to 2022 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2022, if any. Subtract lines 3g and 4a from line 2. If the amount is greater than zero, *explain in* ***Part VI***. See instructions.			
6 Remaining underdistributions for 2022. Subtract lines 3h and 4b from line 1. If the amount is greater than zero, *explain in* ***Part VI***. See instructions.			
7 Excess distributions carryover to 2023. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2018.			
b Excess from 2019.			
c Excess from 2020.			
d Excess from 2021.			
e Excess from 2022.			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions).

Facts And Circumstances Test

Return Reference	Explanation
PART III, LINE 12	MISCELLANEOUS 13,288

Additional Data

Return to Form

Software ID:

Software Version:

Schedule B
(Form 990)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, 990-EZ, or 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2022

Name of the organization
CITY THEATER ASSOCIATES INC

Employer identification number
01-0351796

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	☐ 501(c)( ) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or other property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000 or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . ▶ $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

Contributors

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
RESTRICTED		$ RESTRICTED	☐ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
-		$	☐ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
-		$	☐ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
-		$	☐ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
-		$	☐ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
-		$	☐ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
-		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
-		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
-		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
-		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
-		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
-		$	

Name of organization
CITY THEATER ASSOCIATES INC

Employer identification number
01-0351796

Part III ***Exclusively*** **religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of $1,000 or less for the year. (Enter this information once. See instructions.)** ▶ **$**

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-			

(e) Transfer of gift

Transferee's name, address, and ZIP 4	Relationship of transferor to transferee
-	

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-			

(e) Transfer of gift

Transferee's name, address, and ZIP 4 Relationship of transferor to transferee

Transferee's name, address, and ZIP 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP 4	Relationship of transferor to transferee

Additional Data

Return to Form

Software ID:

Software Version:

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ **Complete if the organization answered "Yes," on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**
▶ **Attach to Form 990.**
▶ **Go to *www.irs.gov/Form990* for instructions and the latest information.**

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization
CITY THEATER ASSOCIATES INC

Employer identification number
01-0351796

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (e.g., recreation or education)
☐ Preservation of an historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

		Held at the End of the Year
a	Total number of conservation easements	2a
b	Total acreage restricted by conservation easements	2b
c	Number of conservation easements on a certified historic structure included in (a)	2c
d	Number of conservation easements included in (c) acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $

(ii) Assets included in Form 990, Part X ▶ $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $

b Assets included in Form 990, Part X ▶ $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- **a** ☐ Public exhibition
- **b** ☐ Scholarly research
- **c** ☐ Preservation for future generations
- **d** ☐ Loan or exchange programs
- **e** ☐ Other .....

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? . . ☐ **Yes** ☐ **No**

Part IV Escrow and Custodial Arrangements.
Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? . . . . . ☐ **Yes** ☐ **No**

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c	Beginning balance	**1c**
d	Additions during the year	**1d**
e	Distributions during the year	**1e**
f	Ending balance	**1f**

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? . . . ☐ **Yes** ☐ **No**

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII . . . . ☐

Part V Endowment Funds.
Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	**(b)** Prior year	**(c)** Two years back	**(d)** Three years back	**(e)** Four years back
1a Beginning of year balance					
b Contributions . . .					
c Net investment earnings, gains, and losses					
d Grants or scholarships . . .					
e Other expenditures for facilities and programs . . .					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- **a** Board designated or quasi-endowment ▶ .....
- **b** Permanent endowment ▶ .....
- **c** Term endowment ▶ .....

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	**No**
(i) Unrelated organizations . . . . . **3a(i)**		
(ii) Related organizations . . . . . **3a(ii)**		
b If "Yes" on 3a(ii), are the related organizations listed as required on Schedule R? **3b**		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.
Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	**(a)** Cost or other basis (investment)	**(b)** Cost or other basis (other)	**(c)** Accumulated depreciation	**(d)** Book value
1a Land				
b Buildings				
c Leasehold improvements		305,386	261,224	44,162
d Equipment		258,362	190,212	68,150
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10(c).)* . . ▶				112,312

Part VII **Investments - Other Securities.**
Complete if the organization answered "Yes" on Form 990, Part IV, line 11b.See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	**(b)** Book value	**(c)** Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 12.)* ▶		

Part VIII **Investments - Program Related.**
Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	**(b)** Book value	**(c)** Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, col.(B) line 13.)* ▶		

Part IX **Other Assets.**
Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	**(b)** Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	

Total. *(Column (b) must equal Form 990, Part X, col.(B) line 15.)* ▶

Part X **Other Liabilities.**
Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f.See Form 990, Part X, line 25.

1.	**(a)** Description of liability	**(b)** Book value
(1) Federal income taxes		
Total. *(Column (b) must equal Form 990, Part X, col.(B) line 25.)* ▶		

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII ☐

Part XI **Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**
Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			**1**	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	**2a**			
b	Donated services and use of facilities	**2b**			
c	Recoveries of prior year grants	**2c**			
d	Other (Describe in Part XIII.)	**2d**			
e	Add lines **2a** through **2d**			**2e**	
3	Subtract line **2e** from line **1**			**3**	
4	Amounts included on Form 990, Part VIII, line 12, but not on line **1**:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	**4a**			
b	Other (Describe in Part XIII.)	**4b**			
c	Add lines **4a** and **4b**			**4c**	
5	Total revenue. Add lines **3** and **4c.** (This must equal Form 990, Part I, line 12.)			**5**	

Part XII **Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**
Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			**1**	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	**2a**			
b	Prior year adjustments	**2b**			
c	Other losses	**2c**			
d	Other (Describe in Part XIII.)	**2d**			
e	Add lines **2a** through **2d**			**2e**	
3	Subtract line **2e** from line **1**			**3**	
4	Amounts included on Form 990, Part IX, line 25, but not on line **1:**				
a	Investment expenses not included on Form 990, Part VIII, line 7b	**4a**			
b	Other (Describe in Part XIII.)	**4b**			
c	Add lines **4a** and **4b**			**4c**	
5	Total expenses. Add lines **3** and **4c.** (This must equal Form 990, Part I, line 18.)			**5**	

Part XIII **Supplemental Information**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part lV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Additional Data

Return to Form

Software ID:
Software Version:

efile Public Visual Render	ObjectId: 202403309349301185 - Submission: 2024-11-25	TIN: 01-0351796

SCHEDULE O (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization
CITY THEATER ASSOCIATES INC

Employer identification number
01-0351796

Return Reference	Explanation
FORM 990 - ORGANIZATIONS MISSION	THE ORGANIZATIONS PRIMARY EXEMPT PURPOSE IS TO EDUCATE THE GENERAL PUBLIC BY PRESENTING THEATRICAL PRODUCTIONS INTENDED TO FOSTER APPRECIATION OF THE THEATER AND PERFORMING ARTS IN THE COMMUNITY.
FORM 990, PAGE 6, PART VI, LINE 11B	RETURN IS REVIEWED BY TREASURER OR APPROPRIATE OFFICER PRIOR TO BEING FILED QUESTIONS ARE DIRECTED TO PAID PREPARER AND RESOLVED PRIOR TO FILING
FORM 990, PAGE 6, PART VI, LINE 19	AVAILABLE UPON REQUEST

Additional Data

Return to Form

Software ID:
Software Version:

City of Biddeford Funding Application

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I	Cover Letter
II	Application
III	Reviewed Statements and 990 Tax Return
IV	Tax Exempt Letter
V	Per Capita Comparison
VI	Captial Improvements Summary
VII	

March 3, 2025

James Bennett
City Manager
City Hall, 205 Main Street
Biddeford, ME 04005

McARTHUR LIBRARY

ATTN: Shelly MacNeill, Executive Assistant

Dear Mr. Bennett and Members of the Biddeford City Council,

Thank you for your continuing support of McArthur Library. Our Board members, staff, volunteers, and patrons deeply appreciate the trust you place in us to deliver our extensive services and programs to our shared community.

As you know, that community is constantly growing and adapting, and therefore so is our need for building improvements, staff, and resources we can utilize to best serve the people both inside and outside our walls. This last year alone nearly all of our statistics doubled - from daily visitors to program attendees to item checkouts and people in need of assistance at our information desks. We see an average of 7,000 people walk through the library doors every month, and have processed over 100 new library cards in the last month alone. Outside of the library, our staff collaborate with other organizations to bring programs to an average of over 3,000 additional patrons per year through children's story events, sand bucket deliveries for seniors, wifi hotspot distribution to New Mainers, and more.

McArthur Library truly is a community hub, and one we are proud to maintain for the Biddeford community. It is a place where seniors can come to chat with others to ease their loneliness after the passing of a spouse. A place where people with disabilities can thrive in art and music programs where their differences are celebrated rather than a barrier. A place where parents can find resources like baby bags, free books, and joyful connections for their children. A place where the unhoused and people struggling with addiction can feel safe, get warm, and access the stepping stones they need to get out of their dire situations. And perhaps most importantly, it is a place where library staff come together in truly extraordinary ways each day to enhance the lives of every single person they meet.

As we shared with the Council last year, the library building is now showing its age, as it was constructed in 1863 and converted into a public library in 1902 and has been serving the city of Biddeford ever since. We added an expense category to the budget last year to cover a facilities assessment, so we could discover what we need to do to preserve this

historic space for future generations to enjoy. That report has since been completed by Oak Point Associates and a copy has been attached alongside our budget request. Their recommendations were not surprising, but were certainly daunting - with the size of the necessary capital outlay in the next 3 to 5 years estimated at over $2.1 million dollars.

This will be a tremendous challenge, but it is a challenge that the McArthur Library Board and Finance Committee are up for. Planning is already underway to ensure our library will remain a cornerstone for Biddeford's vibrant downtown community.

Our plan to meet this challenge includes three parts: 1) To maximize the growth in our endowment, 2) to renew our focus on fundraising (including an annual fundraiser as well as launching a large-scale capital campaign within the next two years), and 3) to request a commitment from the City of Biddeford to increase the current level of funding, as well as to assist the library in accessing other federal and state funding source that are consistent with our mission.

Please find attached the library's request for FY 2026, which will enable us to complete the immediate items outlined in year one of the facilities assessment report as well as to provide the library an opportunity to maximize growth in our endowment so we can get closer to adequately funding the year two items. The increase in funding for FY 26 will also allow us time to properly plan a Capital Campaign, with a formal campaign kickoff targeted for 2027. This assistance will be crucial to us as we help our citizens to navigate through the variety of needs they bring to us each year, especially as the current climate of our country is rapidly inspiring more people to seek accurate information, comforting escapes, and freely accessible physical spaces where they can feel safe, welcome, and seen.

Thank you so much for your consideration of our request. We look forward to meeting with the Budget Committee to discuss that request further and to answer any questions you may have.

Sincerely,

David Moravick, Board Treasurer
Victoria Foley, Board President
Nicole Clark, Adult Services Supervisor
John Shannon, Youth Services Supervisor
Jackie McCann, Circulation Supervisor
Lucille Lank, Library Bookkeeper

City of Biddeford

205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine.org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name:	McArthur Library Association
Principal Address:	270 Main St. Biddeford, ME 04005
Executive Director:	Nicole Clark (Interim)
Contact Person/Phone Number:	David Moravick (Board Treasurer) - (207) 468-5099
Est. Total Agency Budget for 2024/2025 (July 1-June 30):	$2,081,100
Actual 2023/2024 Budget:	$2,006,474
Amount requested from the City of Biddeford:	$1,000,000 from the City and $250,000 through other sources

What percent of your annual budget does this request represent: 50%

What percent of this request will be used towards salaries: 25%

What percent of this request will be used towards direct services/programming: 75%

Please provide your agency's mission statement:

To connect the Biddeford Community with materials, programs, services and informational and cultural resources needed to lead fuller, better and richer lives.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

"A library outranks any one other thing a community can do to benefit its people. It is a never failing spring in the desert." - Andrew Carnegie. These words could not be more true, as McArthur Library is not only an asset for the Biddeford community; it is a necessity. It is so much more than a place with books, though we certainly meet that need with our collection of over 54,000 physical volumes, over 5,000 audiobooks, and over 2,000 e-book titles. It is also a place where we provide access to research, technology, books, and education. A place where we offer vital, vibrant, and free programs for people of all ages, backgrounds, and abilities. A place of service - where our knowledgeable staff and community partners offer technology assistance, tax aid, health/safety resources, resources for unhoused patrons, employment assistance, baby bags for new parents, connections to addiction counseling, and so much more. Our staff work hard every day to ensure that our patrons' needs for education, entertainment, group meeting spaces, and information are met in an environment where all people can feel welcome the moment they walk through our doors. McArthur Library truly is a community hub that is constantly adapting to the ever-changing needs of our citizens. So to describe one need that we address is a difficult task - but it could best be summed up as this: We address our city's need for access - to any resources, information, joy, safe space, or connection we possibly can.

How is that need determined or measured?

The needs of our patrons and our community are measured in a variety of ways, both quantitative and qualitative. We listen to the stories and questions of every person who visits us, we stay attuned to our local news channels and the reports of our community partners (such as Seeds of Hope, UNE, and Heart of Biddeford), and connect with other libraries throughout the state and the country to ensure we are following best practices to meet library service trends. We keep track of attendance at our many programs, and collect feedback from participants about their experiences as well as additional programs they wish to see us offer. We also frequently analyze our circulation trends to discover what kinds of materials are being checked out and what aren't, so we can adapt our collection to meet the greatest scope of needs possible.

How is your program attempting to meet that need and what is the outcome that you expect to achieve (Please be as specific as possible)

Truthfully, we could write an entire essay to answer this question (and will happily do so if asked!). But to sum up in the space allotted, McArthur Library is attempting to meet the needs of our community by providing a safe, welcoming, and up-to-date building that is staffed by qualified, compassionate, and skilled librarians who work tirelessly to provide the programs, materials, and services our patrons need. Materials include: books, e-books, audiobooks, DVDs, video games, streaming content, newspapers, magazines, comics, puzzles, assistive technology, recreation collection items (snowshoes, telescope, tennis rackets, fishing poles, etc), memory kits and large print items for seniors, museum and park passes, tax forms, in-library-use charging cords and laptops, archival materials, genealogical materials, research subscription services, microfilm reels, multi-language items, and WiFi hotspots. Services include: Computer services (including printing, scanning, and faxing), interlibrary loan service, Talking Books for patrons with visual impairments, readers' advisory, research assistance, information services via phone/email/social media/in person help, meeting room bookings, notary public appointments, technology help appointments, legal assistance appointments, wireless internet access, and sand bucket delivery for seniors. Programs include NDEC/AARP tech classes, storytimes for children, crafts for all ages, author talks, historical presentations, art classes, school vacation events, summer and winter reading programs, D&D group, knitting group, book clubs, WinterFest participation, a winter coat drive, music programs, therapy animal visits, and more. The outcome we expect to achieve by providing all of this is to satisfy our mission statement and help Biddeford to thrive.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

We compile a detailed annual report of the library's program attendance, service usage, reference requests, item checkouts, outreach numbers, meeting room bookings, digital content downloads, door counts, and other important data. This information tells us both who we are reaching and who we may *not* be reaching, so we can adapt our services, programs, and collection to serve a broader audience of Biddeford community members. We compare our data with the data from other libraries in the state and in the country and see where our strengths are and where we still need to grow, and adjust accordingly. We also speak with our patrons and look through the vast array of wonderful feedback they give us, whether via informal conversations, online reviews, library surveys, or passionate letters they write on our behalf every year to make sure the city knows just how important McArthur Library is to them, to their families, and to our shared community as a whole.

Client eligibility criteria:

McArthur Library is an institution that welcomes patrons of all ages, abilities, backgrounds, and income levels to access our physical space and be connected with our staff. To be able to check out materials, get a museum/park pass, and access the full range of our digital content and services, patrons must obtain a library card. Library cards are free to Biddeford residents, nonresident taxpayers, City of Biddeford employees and students attending schools in Biddeford. Non-residents and seasonal visitors may obtain a library card for a fee.

Describe any fee or payment structure your organization charges for services:

Non-residents are charged $30/year for a library card. Printing services are offered to all library visitors with the first 10 pages free, and all following pages charged at $0.30 per page. We do not charge fees for items returned late, but we do charge the cost of the item for any item that is lost or damaged.

Describe services provided:

Please see section 3 of the "Program Description" on the previous page. You can also see more detailed information on our services, programs, and materials on our website mcarthurlibrary.org as well as on our Facebook page.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

Yes, we operate out of the library building located at 270 Main St, in the heart of downtown.

Define a unit of service as it pertains to the program:

Our services for families are at the heart of what we do, since we know that in terms of population age, Biddeford is "the youngest city in the oldest state" - and many of those young people seek out the library as a first point of service and community connection for their littles. Our weekly Children's Room programs drew over 3,500 patrons to the library this past year (which was double our numbers from years prior), and our take-and-makes served over 1,000 patrons. Outreach programming also doubled in size this year, with 1,978 patrons served.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

We collaborate with many local non-profit organizations to maximize the services and programs we can provide to our patrons. Examples of these partnerships include: Seeds of Hope, Biddeford Schools, UNE, Biddeford Adult Ed, SMPDC, AARP, NDEC, N.A., Heart of Biddeford, Better Biddeford, the Biddeford Historical Society, Biddeford Rec, Coastal Healthy Communities Coalition, the city's DEI Committee, Age-Friendly Biddeford, and Maine State Library.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent ***No, it has not been revoked.***

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford. ***Attached***

Part 2

What accommodations are made to those applicants with zero income?

At McArthur Library, we strive to provide as many free services, programs, and materials as possible so that people with no income can still access information, education, and entertainment just as easily as people with income. Library cards are free to Biddeford residents and students, and we provide in-library materials including public computers, wireless internet access, books, puzzles, and enriching programs/activities to everyone who walks through our doors, regardless of income or library account status. We provide a welcoming environment with warmth, comfortable seating, and charging stations for our unhoused visitors, and even waive our printing fees for people struggling with income restrictions. Anything we can do to provide free access, we will.

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

Not applicable

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

They are reviewed annually by Simensky Engstrom & Associates

Funding sources for program: *Please see chart on the following page*

Total number of individuals served (unduplicated): 5,204 active library cards; 7000+ visitors per month

Total number of units provided: N/A (provide library space, services, programs, materials)

Total number of individuals served from Biddeford: 4,825 of our cardholders; ~6,500 visitors per month

Percent of total client count that are residents of the City of Biddeford: 93%

What other municipalities provide financial assistance and how much does each provide?

None - NA

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

No

Per capita cost of service(s); each individual counted only once:

$87.72 for total service; $44.59 of which is requested to be funded by the municipal contribution to the library

Unit of service cost: In FY24, our total operating cost was $1,598,257. Projected FY25 is $1,978,265

How many members of your agency have authority to decide where/how your funds will be spent?

The Board of Directors approves the budget annually. Any items non included in the budget require Board approval to authorize payment. The Library Director may appeal to the Board for necessary changes.

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

The Executive Director and a member of the Board approves all invoices and the Treasurer, Assistant Treasurer, or a member of the library's finance committee signs checks to issue payment of invoices. Checks over $5,000 require two signatures. The library's Bookkeeper assists with keeping track of all financial transactions and allocations.

Agencies REQUIRED to file yearly audits—include a copy of last audited financial statement.
Agencies NOT REQUIRED to file yearly audits—complete the budget form and include your IRS Form 990. *Form 990 is attached*

McArthur Library Association Proposed Budget for FY26
July 2025 - June 2026

	FY2025 Actual Budget	FY 2026 Proposed Budget
Expenses		
Collection and Patron Services	$ 143,074.00	$ 152,151.00
General Operating and Building	$ 273,740.00	$ 297,140.00
Staff Payroll	$ 929,694.00	$ 937,500.00
Staff Benefits (includes 20% health insurance increase for FY26)	$ 274,339.00	$ 332,019.00
Administration and Overhead incl Investment Fee Adjustment	$ 178,427.00	$ 197,000.00
Capital Expenditure for Existing Required Projects	$ 40,000.00	$ 125,000.00
Masonry Repairs to 1863 Building Buttresses (Mandatory Structural Repair)	$ 149,700.00	
Facilities Assessment	$ 17,500.00	
Contingency		$ 20,000.00
Total	**$ 2,006,474.00**	**$ 2,060,810.00**
Funding		
Library Income (Copying, Fees, Non-Resident Cards, etc)	$ 22,000.00	$ 22,000.00
McArthur Library Association Funding	$ 219,657.00	$ 216,000.00
Investment Fee Adjustment	$ 25,500.00	$ 25,500.00
Lena McArthur Trust	$ 225,180.00	$ 236,000.00
Jane E. Owen Trust	$ 288,600.00	$ 300,000.00
Interlibrary Loan Replacements	$ 1,600.00	$ 1,600.00
Fundraising Campaign and Donations	$ 40,000.00	$ 30,000.00
Excess Endowment Withdrawal in FY25 (Negative Impact on Future Performance)	$ 150,000.00	
City of Biddeford	$ 750,000.00	$ 1,000,000.00
City of Biddeford (Federal Funding Sources)	$ 250,000.00	$ 250,000.00
Total	$ 1,972,537.00	$ 2,081,100.00
(Shortfall) Surplus	**$ (33,937.00)**	**$ 20,290.00**

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
Annual Fundraising Campaign	Patrons and cardholders	$750	$30,000+	July 2025 - June 2026
Capital Campaign**	Patrons, local businesses, the community at large	$5,000 - $10,000	$2-2.5 million	To begin late 2026
Library merchandise sales	Patrons, community	$300	$2,000	July 2025 - June 2026
Donations at library programs	Patrons, visitors	Varies based on program	$500-$5,000	July 2025 - June 2026

VALIDATION

I, David Moravick (Name), of McArthur Library Association (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

(Ward 1), Treasurer (volunteer) (Title).

Signature/Title

3/4/25
Date

*****ADDITIONAL INFORMATION*****

Thank you for your consideration of a funding increase for McArthur Library. It is essential to our continued service of the incredible Biddeford community. As a final note from our library staff, we hope you will keep in mind that the days of the stereotypical shushing librarian safeguarding shelves of dusty books and charging late fees are long gone. They have been replaced by a lively, welcoming space where everyone who walks through the door can feel safe, access vital information and resources, find free programs and services that educate as well as entertain, and connect with others. Allocating significant funding to our organization will help us tremendously in creating that kind of space for our city, and to continue to adapt to meet community needs for years to come. We cannot thank you enough for your support, and would welcome any and all opportunities to speak with you further to showcase the importance of what we do here every day.

- Sincerely, and with tremendous appreciation, The Staff of McArthur Library.

McARTHUR LIBRARY ASSOCIATION

FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2024 AND 2023

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Simensky Engstrom & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Trustees
McArthur Library Association
Biddeford, Maine

We have reviewed the accompanying financial statements of McArthur Library Association (a nonprofit organization), which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion. We are required to be independent of McArthur Library Association and to meet our other ethical responsibilities in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Simensky and Engstrom, CPA's
Saco, Maine

August 12, 2024

268 Main Street . P.O. Box 760 . Saco, Maine 04072

207.284.5943 . 888.537.5948 . Fax 207.282.8857

McARTHUR LIBRARY ASSOCIATION

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2024 AND 2023

	2024	2023
ASSETS		
Cash	$ 137,998	$ 331,740
Investments	6,047,226	5,470,818
Prepaid expenses	18,316	10,321
Property and equipment, net of accumulated depreciation	945,046	821,190
Collections	-	
TOTAL ASSETS	$ 7,148,586	$ 6,634,069
LIABILITIES AND NET ASSETS		
LIABILITIES		
Accrued expenses	$ 0	$ 0
TOTAL LIABILITIES	$ 0	$ 0
NET ASSETS		
Without donor restrictions	7,049,422	6,535,284
With donor restrictions	99,164	98,785
TOTAL NET ASSETS	7,148,586	6,634,069
TOTAL LIABILITIES AND NET ASSETS	$ 7,148,586	$ 6,634,069

See Accompanying Notes and Independent Accountant's Review Report

McARTHUR LIBRARY ASSOCIATION

STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2024 AND 2023

	2024	2023
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS:		
Revenues and gains:		
City of Biddeford	$ 609,583	$ 670,417
Estate of J. Owen	287,246	308,754
Estate of L. McArthur	233,277	236,829
Donations and grants	37,288	21,143
Photocopy and printer income	3,129	2,953
Miscellaneous income	10,762	10,736
Interest and dividend income, net of investment fees	89,755	78,327
Gain (Loss) on investments	896,790	610,718
TOTAL REVENUES AND GAINS (LOSSES) WITHOUT DONOR RESTRICTIONS	$ 2,167,830	1,939,877
Expenses:		
Program	1,499,060	1,231,434
Management and general	154,632	123,636
TOTAL EXPENSES	1,653,692	1,355,070
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	514,138	584,807
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS:		
Interest income	379	42
INCREASE IN NET ASSETS WITH DONOR RESTRICTIONS	379	42
INCREASE (DECREASE) IN NET ASSETS	514,517	584,849
NET ASSETS AT BEGINNING OF YEAR	6,634,069	6,049,220
NET ASSETS AT END OF YEAR	$ 7,148,586	$ 6,634,069

See Accompanying Notes and Independent Accountant's Review Report

McARTHUR LIBRARY ASSOCIATION

STATEMENTS OF FUNCTIONAL EXPENSES
YEARS ENDED JUNE 30, 2024 AND 2023

YEAR ENDED JUNE 30, 2024

	PROGRAM SERVICES	MANAGEMENT & GENERAL	2024 TOTAL
Salaries and wages	$ 741,750	$ 72,733	$ 814,483
Employee benefits	129,602	12,708	142,310
Payroll taxes	57,938	5,681	63,619
Administrative costs		28,078	28,078
Books, publications, programs, etc.	141,242		141,242
Depreciation	105,249		105,249
Insurance	20,353		20,353
Memberships		6,271	6,271
Miscellaneous	7,780		7,780
Occupancy	273,393		273,393
Postage	2,545		2,545
Professional fees		3,700	3,700
Supplies	19,208	25,461	44,669
	$ 1,499,060	$ 154,632	$ 1,653,692

YEAR ENDED JUNE 30, 2023

	PROGRAM SERVICES	MANAGEMENT & GENERAL	2023 TOTAL
Salaries and wages	$ 622,116	$ 61,152	$ 683,268
Employee benefits	95,085	9,346	104,431
Payroll taxes	48,075	4,726	52,801
Administrative costs		23,341	23,341
Books, publications, programs, etc.	118,271		118,271
Depreciation	97,674		97,674
Insurance	16,857		16,857
Memberships		3,198	3,198
Miscellaneous	5,223		5,223
Occupancy	212,095		212,095
Postage	2,253		2,253
Professional fees		3,600	3,600
Supplies	13,785	18,273	32,058
	$ 1,231,434	$ 123,636	$ 1,355,070

See Accompanying Notes and Independent Accountant's Review Report

McARTHUR LIBRARY ASSOCIATION

STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in net assets	$ 514,517	$ 584,849
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	105,249	97,674
Net (gain) loss on investments	(896,790)	(610,718)
Investment income restricted for long-term purposes	(379)	(42)
Change in operating assets and liabilities:		
(Increase) decrease in prepaid expenses	(7,995)	(575)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(285,398)	71,188
CASH FLOWS FROM INVESTING ACTIVITIES		
Sale of investments	3,102,347	2,472,679
Purchase of investments	(2,781,964)	(2,346,724)
Purchase of property and equipment	(229,106)	(115,947)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	91,277	10,008
CASH FLOWS FROM FINANCING ACTIVITIES		
Investment income restricted for long-term purposes	379	42
NET CASH PROVIDED BY FINANCING ACTIVITIES	379	42
NET (INCREASE) DECREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(193,742)	81,238
BEGINNING CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	331,740	250,502
ENDING CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	$ 137,998	$ 331,740
Supplemental Disclosures of Cash Flow Information		
Cash paid during the year for:		
Interest	$ 0	$ 0
Income taxes	0	0

See Accompanying Notes and Independent Accountant's Review Report

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities
The McArthur Library Association operates a public library in Biddeford, Maine.

Income Tax Status
The Organization is exempt from taxation under IRS Code Section 501(c)(3) and as such, does not pay income taxes. The Organization qualifies for the charitable contribution deduction under the Internal Revenue Code and has been classified as an organization other than a private foundation.

Uncertain Tax Positions
As of June 30, 2024, the Organization had no uncertain tax positions that qualify for either recognition or disclosure in the financial statements. Generally, the tax years before 2020 are no longer subject to examination by federal, state, or local authorities.

Basis of Accounting
The financial statements of McArthur Library Association have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation
The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

The governing board has designated, from net assets without donor restrictions, net assets for a board-designated endowment. Net assets with donor restrictions are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, such as those that the donor stipulates that resources be maintained in perpetuity. When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions.

Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Property and Equipment
The Organization capitalizes all expenditures for property and equipment in excess of $500, and maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently. Purchased property and equipment are carried at cost. Depreciation is computed using the straight-line method over three to thirty-nine years.

Compensated Absences
Employees are entitled to paid vacation depending on job classification and length of service. The Organization's policy is to recognize the costs of compensated absences when actually paid to employees.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of financial statements and revenues and expenses during the reporting period. Actual results could differ from those estimates.

Investments
The Organization carries investments in equity securities with readily determinable fair values and all debt securities at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the Statement of Activities.

Investment income
Investment income and gains restricted by donors are reported as increases in net assets without donor restrictions if the restrictions are met (either a stipulated time period ends or a purpose restriction is accomplished) in the reporting period in which the income and gains are recognized.

Cash and Cash Equivalents
For purposes of the Statements of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. However, temporary cash and money market fund investments which are part of the Organization's investment pool are not included in cash for purposes of the statement of cash flows since these funds have been set aside by the trustees for long-term investment purposes.

NOTE 2 - CASH AND CASH EQUIVALENTS

Cash and cash equivalents at June 30, 2024 and 2023 consist of the following:

	2024	2023
Cash and cash equivalents	$ 137,998	$ 331,740
Restricted cash	-	-
Cash, cash equivalents, and restricted cash shown in the statement of cash flows	$ 137,998	$ 331,740

NOTE 3 - INVESTMENTS

In accordance with generally accepted accounting principles, the Organization uses the following prioritized input levels to measure fair value. The input levels used for valuing investments are not necessarily an indication of risk.

Level 1 – Quoted prices in active markets that are accessible at the measurement date for assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2 – Observable prices that are based on inputs not quoted on active markets, but corroborated by market data.

Level 3 – Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

NOTE 3 - INVESTMENTS (continued)

Investments, which are measured on a recurring basis using Level 1 inputs, consisted of the following at June 30, 2024 and 2023:

	2024	2023
Cash and money market accounts	$ 243,375	$ 463,191
Debt securities	1,237,920	814,502
Equity securities	4,464,897	4,093,903
Total investments at fair value	5,946,192	5,371,596
Certificates of deposit	101,034	99,222
Total investments	$ 6,047,226	$ 5,470,818

Interest and dividend income is shown net of investments fees of $23,841 and $22,219 for the years ended June 30, 2023 and 2022, respectively.

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	2024	2023
Equipment and furnishings	$ 691,899	$ 638,493
Capital improvements	2,061,934	1,886,233
	2,753,833	2,524,726
Accumulated depreciation	(1,808,785)	(1,703,536)
	$ 945,048	$ 821,190

NOTE 5 - COLLECTIONS

The Organization's collection consists of books; a local history collection consisting of genealogy resources, postcards, maps, and photographs; CDs; DVDs; audiobooks; newspapers; and periodicals. The cost of the collection is expensed as acquired.

NOTE 6 - RESTRICTIONS AND LIMITATIONS ON NET ASSETS

	2024	2023
Net Assets Without Donor Restrictions		
Designated by the Board for endowment purposes	$ 6,047,226	$ 5,470,818
Undesignated	1,002,196	984,466
	$ 7,049,422	$ 6,455,284
Net Assets With Donor Restrictions		
To be held in perpetuity	$ 99,164	$ 98,785

NOTE 7 - ENDOWMENT FUNDS

The Organization's endowment consists of various funds established for a variety of purposes. Its endowment consists of both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Absent explicit donor stipulations to the contrary, the Board of Trustees of the Organization has interpreted the State Prudent Management of Institutional Funds Act (SPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds. As a result of this interpretation, the Organization retains in perpetuity and classifies as net assets with donor restrictions (1) the original value of gifts donated to perpetual endowments, (2) the original value of subsequent gifts to the perpetual endowment, and (3) accumulations to the perpetual endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not retained in perpetuity is subject to appropriation for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by SPMIFA.

The Organization has a spending policy of appropriating for distribution the lesser of a maximum of 4% of Board-designated endowment fund assets or the Organization's budget requirement. The payout is calculated using the trailing three year rolling average of the market value of the portfolio as of December 31 of each year. It is recommended that the spending should not exceed the income plus capital appreciation minus fund expenses and the inflation rate.

The Organization has adopted an investment policy that seeks to preserve and grow the principal of the portfolio on an absolute and real (inflation adjusted) basis, and to generate sufficient current income to support the distribution policy determined by the Finance Committee and approved by the Board of Trustees. Endowment assets are to be invested in a well-diversified asset mix of 60% to 90% in equity securities, 10% to 30% in debt securities, and 0% to 10% in cash equivalents.

Endowment net asset composition by type of fund as of June 30 is as follows:

	2024		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment funds with donor restrictions	$ 0	$ 99,164	$ 99,164
Endowment funds without donor restrictions	379	0	379
Board-designated endowment funds without donor restrictions	5,947,683	0	5,947,683
	$ 5,948,062	$ 99,164	$ 6,047,226

	2023		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment funds with donor restrictions	$ 0	$ 98,785	$ 98,785
Endowment funds without donor restrictions	90	0	90
Board-designated endowment funds without donor restrictions	5,371,943	0	5,371,943
	$ 5,372,033	$ 98,785	$ 5,470,818

NOTE 7 - ENDOWMENT FUNDS (continued)

Changes in endowment net assets as of June 30 are as follows:

	2024 Without Donor Restrictions	2024 With Donor Restrictions	2024 Total
Beginning of year	$ 5,372,033	$ 98,785	$ 5,470,818
Investment income (net of fees)	89,534	379	$ 89,913
Net appreciation (depreciation)	896,790	0	$ 896,790
Amounts transferred to endowment	(409,916)	0	$ (409,916)
Amounts appropriated for expenditure	(379)	0	$ (379)
End of year	$ 5,948,062	$ 99,164	$ 6,047,226

	2023 Without Donor Restrictions	2023 With Donor Restrictions	2023 Total
Beginning of year	$ 4,887,312	$ 98,743	$ 4,986,055
Investment income (net of fees)	77,945	42	$ 77,987
Net appreciation	610,718	0	$ 610,718
Amounts transferred to endowment	(203,852)	0	$ (203,852)
Amounts appropriated for expenditure	$ (90)	$ -	$ (90)
End of year	$ 5,372,033	$ 98,785	$ 5,470,818

NOTE 8 - TAX-DEFERRED ANNUITY PLAN

The Organization provides a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code as part of a salary reduction agreement. Employees that work at least 1,000 hours are eligible to participate in the plan. The Organization contributes 5% of gross salaries to the plan for qualified employees, which totaled $4,663 and $24,950 for the years ended June 30, 2024 and 2023, respectively..

NOTE 9 - SUBSEQUENT EVENTS

Subsequent events were evaluated through August 12, 2024, which is the date the financial statements were available to be issued.

NOTE 10 – CONCENTRATIONS OF RISK

Concentration of Contribution Revenue

The Organization receives most of its support from the City of Biddeford, the L.G. McArthur Estate, and the J. Owen Estate. The assets of the McArthur and Owen estates are not in the possession of, nor under the control, of the Organization.

Concentration of Credit Risk

At June 30, 2023, the Organization's cash balances exceeded the federally insured limits of $250,000, by $81,740.

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047
2023
Open to Public Inspection

A For the 2023 calendar year, or tax year beginning 07/01/23 , and ending 06/30/24

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
MCARTHUR LIBRARY ASSOCIATION

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) Room/suite
P.O. BOX 346

City or town, state or province, country, and ZIP or foreign postal code
BIDDEFORD ME 04005

D Employer identification number
01-0211533

E Telephone number
207-284-4181

G Gross receipts $ 4,639,705

F Name and address of principal officer:
MICHAEL EON
59 BOOM ROAD
SACO ME 04072

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: www.mcarthurpubliclibrary.org

H(c) Group exemption number

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 1902

M State of legal domicile: ME

Part I Summary

1 Briefly describe the organization's mission or most significant activities:
Public library whose mission is to connect the Biddeford community with materials, programs, services, and other informational and cultural resources enabling fuller, better, and richer lives.

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	0
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	0
5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	0
6	Total number of volunteers (estimate if necessary)	6	0
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	1,237,143	1,167,394
9	Program service revenue (Part VIII, line 2g)	13,689	13,891
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	711,306	1,010,765
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		0
12	Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,962,138	2,192,050
13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
14	Benefits paid to or for members (Part IX, column (A), line 4)		0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	840,500	1,020,412
16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
b	Total fundraising expenses (Part IX, column (D), line 25) 0		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	536,789	657,121
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	1,377,289	1,677,533
19	Revenue less expenses. Subtract line 18 from line 12	584,849	514,517

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	6,634,069	7,148,586
21	Total liabilities (Part X, line 26)	0	0
22	Net assets or fund balances. Subtract line 21 from line 20	6,634,069	7,148,586

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer Date

DAVID MORAVICK TREASURER
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Edward K. Simensky	Edward K. Simensky CPA	08/13/24		P00047144

Firm's name Simensky, Engstrom & Associates, CPA's Firm's EIN 01-0353028

Firm's address P.O. Box 760 Saco, ME 04072 Phone no. 207-284-5943

May the IRS discuss this return with the preparer shown above? See instructions ☐ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions. Form **990** (2023)

DAA

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

Mission is to connect the Biddeford community with materials, programs, services, and other informational and cultural resources enabling fuller, better, and richer lives.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 63,566 including grants of $) (Revenue $)

Public library serving the residents of Biddeford, Maine, and surrounding communities. General Biddeford population 22,522.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

N/A

4c (Code:) (Expenses $ including grants of $) (Revenue $)

N/A

4d Other program services (Describe on Schedule O.)

(Expenses $ 41,682 including grants of $) (Revenue $)

4e Total program service expenses 105,248

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	X	
2	Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8	X	
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? *If "Yes," complete Schedule D, Part V*	10	X	
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV. Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O.	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c		X	

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	29		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b		X	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a			X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a			
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.	13a			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15			X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X
17	**Section 501(c)(21) organizations.** Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17			

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI ..... [X]

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	11		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent	1b	11		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a		X
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed None

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records.

DAVID MORAVICK 270 MAIN ST
BIDDEFORD ME 04005 207-284-4181

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) MICHAEL EON PRESIDENT	0.00 0.00	X		X				0	0	0
(2)	0.00 0.00	X		X				0	0	0
(3) AL SHINKEL TREASURER	0.00 0.00	X		X				0	0	0
(4) DAVID MORAVIK ASSISTANT TREASURER	0.00 0.00	X		X				0	0	0
(5) KEITH GOSSLIN CLERK	0.00 0.00	X		X				0	0	0
(6) PAT BOSTON TRUSTEE	0.00 0.00	X						0	0	0
(7) JOHN BROKINGHAM TRUSTEE	0.00 0.00	X						0	0	0
(8) MIMI BEAN TRUSTEE	0.00 0.00	X						0	0	0
(9) VICTORIA FOLEY TRUSTEE	0.00 0.00	X						0	0	0
(10) DENISE DOYON TRUSTEE	0.00 0.00	X						0	0	0
(11) RICHARD HULL, III TRUSTEE	0.00 0.00	X						0	0	0

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) JEREMY RAY										
(12)	0.00									
NONVOTING MEMBER	0.00	X						0	0	0
(13) MARK GROHMAN										
(13)	0.00									
NONVOTING MEMBER	0.00	X						0	0	0
(14)										
(15)										
(16)										
(17)										
(18)										
(19)										
1b Subtotal										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization 0

		Yes	No
3	Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	609,583				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	557,811				
	g Noncash contributions included in lines 1a-1f	1g	$				
	h Total. Add lines 1a–1f			1,167,394			
Program Service Revenue		Business Code					
	2a MISCELLANEOUS			10,762	10,762		
	b PHOTOCOPY AND INCOME			3,129	3,129		
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a–2f			13,891			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			113,975			113,975
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
			(i) Real	(ii) Personal			
	6a Gross rents	6a					
	b Less: rental expenses	6b					
	c Rental inc. or (loss)	6c					
	d Net rental income or (loss)						
			(i) Securities	(ii) Other			
	7a Gross amount from sales of assets other than inventory	7a	3,344,445				
	b Less: cost or other basis and sales exps.	7b	2,447,655				
	c Gain or (loss)	7c	896,790				
	d Net gain or (loss)			896,790			896,790
	8a Gross income from fundraising events (not including $ ... of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code					
	11a						
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a–11d						
	12 Total revenue. See instructions			2,192,050	13,891	0	1,010,765

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	814,483	741,750	72,733	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	4,653		4,653	
9 Other employee benefits	137,657	125,384	12,273	
10 Payroll taxes	63,619	57,938	5,681	
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	3,700		3,700	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	23,841		23,841	
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion				
13 Office expenses	2,545	2,545		
14 Information technology				
15 Royalties				
16 Occupancy	273,393	273,393		
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	105,248	105,248		
23 Insurance	20,353	20,353		
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a BOOKS PUBLICATIONS	141,242	141,242		
b SUPPLIES	44,669	44,669		
c ADMIN COSTS	28,078	28,078		
d MISCELLANEOUS	7,780	7,780		
e All other expenses	6,272	6,272		
25 Total functional expenses. Add lines 1 through 24e	1,677,533	1,554,652	122,881	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest-bearing		200	1	200
	2	Savings and temporary cash investments		893,953	2	381,171
	3	Pledges and grants receivable, net			3	
	4	Accounts receivable, net			4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges		10,321	9	18,316
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 2,753,833			
	b	Less: accumulated depreciation	10b 1,808,785	821,190	10c	945,048
	11	Investments—publicly traded securities		4,908,405	11	5,803,851
	12	Investments—other securities. See Part IV, line 11			12	
	13	Investments—program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11			15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)		6,634,069	16	7,148,586
Liabilities	17	Accounts payable and accrued expenses			17	
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D			25	
	26	**Total liabilities.** Add lines 17 through 25		0	26	0
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here** ☒ **and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions		6,535,284	27	7,049,422
	28	Net assets with donor restrictions		98,785	28	99,164
		Organizations that do not follow FASB ASC 958, check here ☐ **and complete lines 29 through 33.**				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		6,634,069	32	7,148,586
	33	Total liabilities and net assets/fund balances		6,634,069	33	7,148,586

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	2,192,050
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,677,533
3	Revenue less expenses. Subtract line 2 from line 1	3	514,517
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	6,634,069
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	7,148,586

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both. ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a	X	
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both. ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b		X
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A (Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization: MCARTHUR LIBRARY ASSOCIATION

Employer identification number: 01-0211533

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: .....

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: .....

10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations .....

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	1,019,391	1,091,198	1,149,535	1,237,143	1,167,394	5,664,661
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	1,019,391	1,091,198	1,149,535	1,237,143	1,167,394	5,664,661
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						2,245,234
6 Public support. Subtract line 5 from line 4						3,419,427

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
7 Amounts from line 4	1,019,391	1,091,198	1,149,535	1,237,143	1,167,394	5,664,661
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	89,639	73,409	131,609	100,588	113,975	509,220
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	13,938	10,186	10,551	13,689	13,891	62,255
11 **Total support.** Add lines 7 through 10						6,236,136
12 Gross receipts from related activities, etc. (see instructions)					12	172,278

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

14	Public support percentage for 2023 (line 6, column (f) divided by line 11, column (f))	14	54.83%
15	Public support percentage from 2022 Schedule A, Part II, line 14	15	62.96%

16a **33 1/3% support test — 2023.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☒

b **33 1/3% support test — 2022.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

17a **10%-facts-and-circumstances test — 2023.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

b **10%-facts-and-circumstances test — 2022.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ☐

Part III **Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2023 (line 8, column (f), divided by line 13, column (f))	15	%
16	Public support percentage from 2022 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2023** (line 10c, column (f), divided by line 13, column (f))	17	%
18	Investment income percentage from **2022** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests — 2023.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

b **33 1/3% support tests — 2022.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* ***Part VI*** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* ***Part VI*** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* ***Part VI*** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* ***Part VI*** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in* ***Part VI,*** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* ***Part VI.***	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* ***Part VI.***	9a		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* ***Part VI.***	9b		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* ***Part VI.***	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a		
b	A family member of a person described on line 11a above?	11b		
c	A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in* ***Part VI.***	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in* ***Part VI*** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* ***Part VI*** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* ***Part VI*** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* ***Part VI*** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* ***Part VI*** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (***see instructions***).*

a ☐ The organization satisfied the Activities Test. *Complete* ***line 2*** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* ***line 3*** *below.*

c ☐ The organization supported a governmental entity. *Describe in* ***Part VI*** *how you supported a governmental entity (see instructions).*

			Yes	No
2	Activities Test. ***Answer lines 2a and 2b below.***			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* ***Part VI identify those supported organizations and explain*** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* ***Part VI*** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. ***Answer lines 3a and 3b below.***			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No," provide details in* ***Part VI.***	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* ***Part VI*** *the role played by the organization in this regard.*	3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in* **Part VI**). See **instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors *(explain in detail in* **Part VI***)*:			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by 0.035.	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C – Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, column A)	1		
2 Enter 0.85 of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D – Distributions			Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4	Amounts paid to acquire exempt-use assets	4	
5	Qualified set-aside amounts (prior IRS approval required—*provide details in Part VI*)	5	
6	Other distributions (*describe in Part VI*). See instructions.	6	
7	**Total annual distributions.** Add lines 1 through 6.	7	
8	Distributions to attentive supported organizations to which the organization is responsive (*provide details in Part VI*). See instructions.	8	
9	Distributable amount for 2022 from Section C, line 6	9	
10	Line 8 amount divided by line 9 amount	10	

Section E – Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2023	(iii) Distributable Amount for 2023
1	Distributable amount for 2023 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2023 (reasonable cause required–*explain in Part VI*). See instructions.			
3	Excess distributions carryover, if any, to 2023			
a	From 2018			
b	From 2019			
c	From 2020			
d	From 2021			
e	From 2022			
f	**Total** of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2023 distributable amount			
i	Carryover from 2018 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2023 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2023 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2023, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in Part VI.* See instructions.			
6	Remaining underdistributions for 2023. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in Part VI.* See instructions.			
7	**Excess distributions carryover to 2024.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2019			
b	Excess from 2020			
c	Excess from 2021			
d	Excess from 2022			
e	Excess from 2023			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Part II, Line 10 - Other Income Detail

PHOTOCOPY & PRINTER INCOME	$	9,414
MISCELLANEOUS INCOME	$	38,950

Schedule B (Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Name of the organization

MCARTHUR LIBRARY ASSOCIATION

Employer identification number

01-0211533

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	☒ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . $ . . . . . .

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization
MCARTHUR LIBRARY ASSOCIATION

Employer identification number
01-0211533

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	ESTATE OF J. OWEN P.O. BOX 346 BIDDEFORD ME 04005	$ 287,246	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	ESTATE OF L. MCARTHUR P.O. BOX 346 BIDDEFORD ME 04005	$ 233,277	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	CITY OF BIDDEFORD MAINE 205 MAIN STREET BIDDEFORD ME 04005	$ 609,583	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

DAA

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

MCARTHUR LIBRARY ASSOCIATION

Employer identification number

01-0211533

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education)
☐ Protection of natural habitat
☐ Preservation of open space
☐ Preservation of a historically important land area
☐ Preservation of a certified historic structure

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

		Held at the End of the Tax Year
a	Total number of conservation easements	2a
b	Total acreage restricted by conservation easements	2b
c	Number of conservation easements on a certified historic structure included on line 2a	2c
d	Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year

4 Number of states where property subject to conservation easement is located

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenue included on Form 990, Part VIII, line 1 $

(ii) Assets included in Form 990, Part X $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items.

a Revenue included on Form 990, Part VIII, line 1 $

b Assets included in Form 990, Part X $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☒ No

Part IV Escrow and Custodial Arrangements

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table.

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	4,908,405	4,991,677	5,736,052	4,439,265	4,176,705
b Contributions					
c Net investment earnings, gains, and losses	1,010,765	610,718	-553,504	1,476,594	425,419
d Grants or scholarships					
e Other expenditures for facilities and programs	221,109	212,095	174,617	157,861	143,122
f Administrative expenses	23,841	23,341	23,341	21,946	19,737
g End of year balance	5,803,851	4,908,405	4,991,677	5,736,052	4,439,265

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ____ %
b Permanent endowment ____ %
c Term endowment ____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations?	3a(i)		X
(ii) Related organizations?	3a(ii)		X
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings		2,061,934	1,259,498	802,436
c Leasehold improvements		691,899	549,287	142,612
d Equipment				
e Other		0	0	
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, line 10c, column (B))*				945,046

Part VII Investments – Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, line 12, col. (B))*		

Part VIII Investments – Program Related

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, line 13, col. (B))*		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 15, col. (B))*	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 25, col. (B))*	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*			5	

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Part V, Line 4 - Intended Uses for Endowment Funds

General operating expenses, capital improvements, purchase of library books, and other funding needs.

Part XIII Supplemental Information *(continued)*

SCHEDULE O (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

MCARTHUR LIBRARY ASSOCIATION

Employer identification number

01-0211533

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

Form 990 is reviewed and signed by the Treasurer. A copy is retained at the Library.

Form 990, Part VI, Line 12c - Enforcement of Conflicts Policy

Each board/committee member must annually sign and date a statement which reports potential or actual conflicts of interest and which affirms that he/she has received a copy of the policy, has read and understands its content and intent, and has agreed to comply with it.

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

Available upon request.

PART V, LINE 4 - INTENDED USES FOR ENDOWMENT FUNDS

GENERAL OPERATING EXPENSES CAPITAL IMPROVEMENTS, PURCHASE OF LIBRARY BOOKS AND OTHER FUNDING NEEDS.

PART III, LINE 1A- TERMS FOR NTO REPORTING ASSETS PER SFAS 116. THE COLECTION CONSISTS OF BOOKS, A LOCAL HISTORY COLLECTION CONSISTING OF GENEALOGY RESOURCES, POSTCARDS, MAPS, PHOTOGRAPHS, CDS, DVDS, AUDIOBOOKS, NEWSPAPERS AND PERIODICALS. THE COST OF THE COLLECTION IS EXPENSED AS ACQ.

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property)
Attach to your tax return.
Go to *www.irs.gov/Form4562* for instructions and the latest information.

OMB No. 1545-0172
2023
Attachment Sequence No. **179**

Name(s) shown on return: MCARTHUR LIBRARY ASSOCIATION

Identifying number: 01-0211533

Business or activity to which this form relates: Indirect Depreciation

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	1,160,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,890,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2022 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2024. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	103,837

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2023	17	1,411
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

Section B—Assets Placed in Service During 2023 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only–see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C—Assets Placed in Service During 2023 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	30-year			30 yrs.	MM	S/L	
d	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	105,248
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

DAA

There are no amounts for Page 2

Form **4562** (2023)

TREASURY DEPARTMENT

WASHINGTON

OFFICE OF
COMMISSIONER OF INTERNAL REVENUE

ADDRESS REPLY TO
COMMISSIONER OF INTERNAL REVENUE
AND REFER TO

IT:P:T:1
JEL

McArthur Library Association,

Biddleford, Maine.

SEP 21 1942

Sirs:

It is the opinion of this office, based upon the evidence presented, that you are exempt from Federal income tax under the provisions of section 101(6) of the Internal Revenue Code and corresponding provisions of prior revenue acts, as it is shown that you are organized and operated exclusively for educational purposes.

Accordingly, you will not be required to file returns of income unless you change the character of your organization, the purposes for which you were organized, or your method of operation. Any such changes should be reported immediately to the collector of internal revenue for your district in order that their effect upon your exempt status may be determined.

Since any organization which is exempt from Federal income tax under the provisions of section 101 of the Internal Revenue Code also is exempt from the capital stock tax pursuant to the express provisions of section 1201(a)(1) of the Internal Revenue Code, you will not be required to file capital stock tax returns for future years so long as the exemption from income tax is effective.

Furthermore, under substantially identical authority contained in sections 1426 and 1607 of the Code and/or corresponding provisions of the Social Security Act, the employment taxes imposed by such statutes are not applicable to remuneration for services performed in your employ so long as you meet the conditions prescribed above for retention of an exempt status for income tax purposes.

You will be required, however, to file annually, beginning with your current accounting period, an information return on Form 990 with the collector of internal revenue for your district so long as this exemption remains in effect. This form may be obtained from the collector and is required to be filed on or before the first day of the third month following the close of your annual accounting period.

McArthur Library Association.

Contributions made to you are deductible by the donors in arriving at their taxable net income in the manner and to the extent provided by section 23(o) and (q) of the Internal Revenue Code and corresponding provisions of prior revenue acts.

Bequests, legacies, devises or transfers, to or for your use are deductible in arriving at the value of the net estate of a decedent for estate tax purposes in the manner and to the extent provided by sections 812(d) and 861(a)(3) of the Code and/or corresponding provisions of prior revenue acts. Gifts of property to you are deductible in computing net gifts for gift tax purposes in the manner and to the extent provided in section 1004(a)(2)(B) and 1004(b)(2) and (3) of the Code and/or corresponding provisions of prior revenue acts.

The collector of internal revenue for your district is being advised of this action.

By direction of the Commissioner.

Respectfully,

Deputy Commissioner.

Library and Municipality Comparison Data (as of January 2024) - Sorted by Per Capita Contributions

Library's Town or City (all are private non-profits unless otherwise noted)	**FY24 municipal/town Contribution**	**FY24 Total Library Operating Budget**	**% of Library Budget Funded by Municipality/ies**	**Per capita municipal contribution to Library (based on Census 2020 Population)**
(Curtis Library) Brunswick Harpswell	 $1,751,744 $159,089	$1,962,713	Brunswick = 89% Harpswell = 8.1%	$86.60 (total)
Falmouth	$923,530	$1,118,830	82.5%	$74.21
Scarborough	$1,287,748	$1,509,866	85%	$58.18
York	$790,400	$1,155,621	68%	$57.60
Waterville (quasi-municipal)	$909,480	$993,555	92%	$57.46
Average of 9 library municipalities (not including McArthur)	***$1,003,618***	***$1,323,586***	***81.4%***	***$54.52***
Auburn	$1,138,659	$1,396,559	82%	$47.32
Biddeford FY25 Proposed	**$1,005,728**	**$1,978,265**	**51%**	**$44.59 (22,552 population)**
Kennebunk	$680,030 (incl $17K from Arundel)	$1,008,752	67% (total)	$43.04 (total)
Saco (incl Saco Museum)	$829,908	$1,033,033	80%	$40.72
Biddeford FY24	**$665,000**	**$1,598,257**	**42%**	**$29.49**
Sanford/Springvale *Goodall is quasi-municipal*	$397,175 (Sanford/Goodall) $164,800 (Springvale)	$570,425 (Sanford/Goodall) $343,923 (Springvale)	61% (total)	$25.57

Estimated Costs for McArthur Library-20 Year Needs					
	Year 1	Year 2	Year 3-5	Year 10-20	Total
Civil	$ 1,000	$ 34,000	$ 103,500	$ 64,000	$ 202,500
Architectural	$ 36,200	$ 396,050	$ 394,800	$ 1,060,700	$ 1,887,750
Structural	$ -	$ -	$ 3,500	$ -	$ 3,500
Mechanical/Plumbing	$ 5,500	$ 11,850	$ 708,700	$ 137,600	$ 863,650
Electrical	$ 5,000	$ 40,400	$ 233,600	$ 129,000	$ 408,000
Subtotal	**$ 47,700**	**$ 482,300**	**$ 1,444,100**	**$ 1,391,300**	
Design Contingency (10%)	$ 4,770	$ 48,230	$ 144,410	$ 139,130	
Subtotal	**$ 52,470**	**$ 530,530**	**$ 1,588,510**	**$ 1,530,430**	
General Conditions (20%)	$ 10,494	$ 106,106	$ 317,702	$ 306,086	
Subtotal	**$ 62,964**	**$ 636,636**	**$ 1,906,212**	**$ 1,836,516**	
Overhead and Profit (10%)	**$ 6,296**	**$ 63,664**	**$ 190,621**	**$ 183,652**	
Subtotal	**$ 69,260**	**$ 700,300**	**$ 2,096,833**	**$ 2,020,168**	
Insurance and Bonds (2.5%)	**$ 1,732**	**$ 17,507**	**$ 52,421**	**$ 50,504**	
Total Needs	**$ 70,992**	**$ 717,807**	**$ 2,149,254**	**$ 2,070,672**	
Total	**$ 5,008,725**				

The estimate of probable cost has been developed based upon standard construction pricing indices, Means Construction Cost data, project location, and similar local projects and is developed to a conceptual level.

The estimate of probable cost includes the following mark-up factors to determine the cost of construction: Design Contingency of 10 percent, General Conditions of 20, General Contractor Overhead and profit of 10 percent, and a 2.5 percent bond. The estimate has been developed using current construction costs and with 4 percent per year escalation to future years included.

Proposed Improvements- Mc Arthur Library

DISCIPLINE/SYSTEM	DESCRIPTION	PROJECTED YEAR							COST
Civil		1	2	3	5	10	15	20	
Parking	Prepare a plan to provide off-site accessible parking for employees as need arises	X							
Parking	Coordinate with City to provide code compliant ADA parking at Main Street	X							
Utilities	Camera Inspection of sewer line to determine condition	X							$1,000
Pavements	Replace concrete walk at Main entrance		X						$15,000
Site Improvements	Replace Overgrown trees and shrubs and repair drip edge		X						$12,500
Site Improvements	Repair Fence at front of building along Main Street.		X						$6,500
Site Improvements	Repair heaved and displaced granite entry steps			X					$28,000
Site Improvements	Repair Stone Retaining Wall at the west side of the site				X				$60,000
Site Improvements	Boundary survey				X				$10,000
Utilities	Investigate the condition and capacity of the drywall system. Pump out structure as required.				X				$5,500
Pavements	Resurface employee parking lot						X		$64,000
Civil Total									**$202,500**
Architectural									
Accessibility	Replace knob operator locksets with lever operated locksets.	X							$4,500
Accessibility/Life Safety	Provide code compliant handrail extensions at stairs	X							$10,500
Accessibility/Life Safety	Replace Door from Kid's Room to back offices	X							$5,300
Accessibility	Provide ADA Compliant Staff Bathroom		X						$28,000
Accessibility	Replace existing elevator		X						$214,000
Accessibility	Provide ADA sink bases at Staff Kitchenettes		X						$15,500
Life Safety	Provide Rated door and closer at North Stair	X							$3,800
Life Safety	Remove signage and artwork block emergency exit at Lobby	X							
Life Safety	Remove furniture blocking fire extinguishers	X							$900
Life Safety	Provide firestopping at electrical and water closets	X							$950
Life Safety	Provide joint firestopping at North Stair walls	X							$1,000
Life Safety	Add guardrail to upper balcony		X						$20,000
Life Safety	Remove and Replace attic access stairs and guardrail		X						$78,500
Roofing	Repair and or Replace downspouts	X							$7,250
Roofing	Clean EPDM roofing at moss buildup	X							$2,000
Roofing	Replace Standing Seam Metal roof					X			$13,000
Roofing	Replace EPDM roofing						X		$205,000
Roofing	Inspect Copper Roof						X		$5,000
Roofing	Replace Asphalt Shingle Roof							X	$139,000
Exterior Openings	Repaint Boiler Room Door and Frame		X						$300
Exterior Openings	Repaint Steel Lintels and North Stair Door			X					$1,800
Exterior Openings	Replace entry doors to original Church			X					$16,000
Exterior Openings	Replace damaged window screens and Sash with broken gas seal.			X					$2,600
Exterior Openings	Replace basement doors				X				$10,500
Exterior Openings	Replace UV window film at Teen Room.					X			$20,200
Exterior Openings	Replace aluminum clad wood windows throughout building							X	$260,000
Exterior Walls	Selective Masonry repointing			X					$215,000
Exterior Walls	Replace exterior building sealants				X				$9,400
Exterior Walls	Remove and install new ceiling at Entry Portico				X				$4,000
Exterior Walls	Scrape and repaint exterior wood trim					X			$72,000
Interior Finishes/Roofing	Architectural upgrades for HVAC projects				X				$30,000
Interior Finishes	Repair Mosaic tile at old Lobby		X						$750
Interior Finishes	Replace moveable partition at Community Room		X						$39,000
Interior Finishes	Repaint interior walls				X				$66,500
Interior Finishes	Remove and replace suspended acoustic ceilings at Back offices				X				$5,000
Interior Finishes	Replace carpet at Carol Room and Entry Lobby/Admin				X				$19,000
Interior Finishes	Hazardous material testing				X				$15,000
Interior Finishes	Remove and Replace Interior Wood Doors					X			$32,000
Interior Finishes	Remove and replace wallpaper and painted chair rail					X			$16,500
Interior Finishes	Remove and replace suspended acoustic ceiling						X		$68,000
Interior Finishes	Remove and replace carpet						X		$80,000
Interior Finishes	Remove and replace interior wood millwork						X		$150,000
Architectural Total									**$1,887,750**

Proposed Improvements- Mc Arthur Library

DISCIPLINE/SYSTEM	DESCRIPTION	PROJECTED YEAR							COST
Structural									
Design Assessment	Provide structural design for mechanical upgrades				X				$3,500
Structural Total									**$3,500**
Mechanical/Plumbing/Fire Suppression									
Mechanical	Dispose of old boiler burner in boiler room		X						$500
Mechanical	Insulate boiler and water heater flues		X						$2,500
Mechanical	Insulate condensate piping where exposed and accessible to the general public - assumed 200 linear feet		X						$3,800
Mechanical	Replace Community Room ductless split cooling systems with heating/cooling heat pumps due to equipment age. This price is for a standalone replacement. It is included in the RTU-1 replacement below assuming they are to be combined as recommended.			X					$17,500
Mechanical	RTU-1 replacement with VRF system and dedicated outside air system (DOAS) with energy recovery. System expanded to serve areas beyond current RTU coverage. Estimated size of 30-tons cooling on VRF and 2200 cfm for DOAS unit. Includes controls, balancing, and rigging.				X				$675,000
Mechanical	RTU-2 replacement in kind. Includes controls, balancing, and rigging.					X			$19,000
Mechanical	RTU-3 replacement in kind. Includes controls, balancing, and rigging.						X		$22,600
Mechanical	Children's Library back office ductless split system replacment in kind.						X		$12,000
Mechanical	Server Room ductless split system replacement, in kind						X		$6,500
Mechanical	Replace steam boiler with high efficiency, gas-fired, condensing type boiler and replace steam heating system piping with hot water system. Reuse existing cast iron radiators.						X		$77,500
Plumbing	Replace boiler room floor drain and backwater valve	X							$5,500
Plumbing	Provide hands-free automatic lavatory faucets in public toilet rooms - 3 total		X						$3,000
Plumbing	Provide trap primer for indirect drain trap protection		X						$1,750
Plumbing	Replace staff sink and lavatory faucets - 5 total				X				$5,400
Plumbing	Replace condensing type, gas-fired domestic water heater				X				$10,800
Fire Suppression	Repair grade and provide concrete splash block at wet sprinkler main drain		X						$300
Mechanical/Plumbing Total									**$863,650**
Electrical									
Power	Add covers to exposed electrical boxes.	X							$5,000
Power	Place exposed communication cable in wall or conduit		X						$10,400
Power	Electrical Upgrades for new Elevator		X						$30,000
Power	Replace non-metallic wiring throughout the library			X					$10,800
Power	Replace existing interior and exterior fluorescent fixtures			X					$80,000
Power	Replace Older Style Electrical Panelboards				X				$89,000
Power	Electrical Service Upgrade						X		$94,000
Lighting	Replace outdoor lighting controls.			X					$16,000
Lighting	Install Occupancy /Vacancy Sensors			X					$37,800
Security	Access Control System						X		$35,000
Electrical Total									**$408,000**

Total Improvements		**$3,365,400**
Design Contingency	10%	$336,540.00
Subtotal		$3,701,940.00
General Conditions	20%	$740,388.00
Subtotal		$4,442,328.00
Overhead and Profit	10%	$444,232.80
Subtotal		$4,886,560.80
Insurance and Bonds	2.5%	$122,164.02
Total		**$5,008,724.82**

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine.org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Saco Pathfinders Snowmobile Club

Principal Address: Mailing: PO Box 27, Saco, Maine 04072

Executive Director: Doug Doherty, President

Contact Person/Phone Number: Doug Doherty – (207) 332-0017

Est. Total Agency Budget for 2024/2025: $27,000

Actual 2023/2024 Budget: $24,500

Amount requested from the

City of Biddeford: $1600

What percent of your annual budget does this request represent: 6%

What percent of this request will be used towards salaries:_0 – We are 100% volunteer

What percent of this request will be used towards direct services/programming:__100%_____

Please provide your agency's mission statement: We are a local snowmobile club serving Saco, Biddeford, Dayton, and Scarborough

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

We are a local snowmobile club serving Saco, Biddeford, Dayton, and Scarborough. Funds provided by these communities pay for maintenance of our clubhouse on Heath Rd in Saco, as well as heat/electricity for the clubhouse, and maintenance/upkeep/fuel for all our trail grooming equipment.

How is that need determined or measured?

It varies year to year depending on the amount of snow we get, but we typically fall between $23K to $28K to operate our club.

How is your program attempting to meet that need and what is the outcome that you expect to achieve? (Please be as specific as possible)

We only operate with the funds we receive from the four towns where we have trails, and a small amount ($6400) provided by the state. We have several fund raisers throughout the year which add roughly $10,000 to our bank account. We know there are set costs for operating our club (insurance, heat, electricity) then determine how we will spend the remaining funds. The majority of expenses are the maintenance of our grooming equipment, and when possible, the purchase of new equipment. We are currently on the last year of a loan for a Side-by-Side 4 wheeler purchase ($960 per month payment). We are only asking for the funds generated by snowmobile registrations in the City of Biddeford. This is usually around $1600 per year.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

Our Executive Board meets twice a month to evaluate our finances and determine where funds will be

spent. It's a process the Pathfinders have used since 1972 and has been very successful in staying solvent all these years.

Client eligibility criteria:
Anyone can become a member. The $35 membership fee covers an entire family from September through the following August

Describe any fee or payment structure your organization charges for services:
Membership fees are just $35 per year or $50 if you want a business membership. $15 of those fees go to the Maine Snowmobile Association. The MSA are the lobbying group representing the snowmobile industry in Maine.

Describe services provided:
Members get to use our facilities year round.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

Yes and no. Our clubhouse in in Saco, but we do maintain the limited number of snowmobile trails that are in or through Biddeford.

Define a unit of service as it pertains to the program:
We maintain roughly 45 miles of trails in Saco, Biddeford, Dayton, and Scarborough.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

NO

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

We are not a 501C-3. Most snowmobile clubs are not since we are mutually beneficial. We are however, recognized by the State of Maine as a T13-B non-profit.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.
T13-B form is attached

Part 2

What accommodations are made to those applicants with zero income?

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				
State				
County				
Municipal				
JTPA				

3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants				
Other Income/Surplus				
In-kind Contributions				
Totals:				
EXPENSES				
Salaries/Benefits				
Other operating expenses				

Total number of individuals served (unduplicated): _____

Total number of units provided: _____

Total number of individuals served from Biddeford: _____

Percent of total client count that are residents of the City of Biddeford: _____

What other municipalities provide financial assistance and how much does each provide?

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

Per capita cost of service(s); each individual counted only once:

Unit of service cost: _____

How many members of your agency have authority to decide where/how your funds will be spent?

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of last audited financial statement.

Agencies <u>NOT REQUIRED</u> to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
GO KART RACE	GENERAL PUBLIC	1,000	$1,500	MAY 22
GO KART RACE	GENERAL PUBLIC	1,000	$1,500	JUNE 5
GO KART RACE	GENERAL PUBLIC	1,000	$1,500	JULY 24
GO KART RACE	GENERAL PUBLIC	1,000	$1,500	AUG 21
OOB CAR SHOW	GENERAL PUBLIC	1,000	$3000	SEPT 13
MSA RAFFLE	GENERAL PUBLIC	0	$1000	SEP 1 - DEC 15

VALIDATION

I, Douglas Doherty, of Saco Pathfinders Snowmobile Club

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

President.

(Title)

PRESIDENT 2/27/2025

Signature/Title Date

SACO PATHFINDERS SNOWMOBILE CLUB

ADDITIONAL INFORMATION

SOUTHERN MAINE VETERANS
MEMORIAL CEMETERY ASSOCIATION
83 Stanley Road, Springvale, Me 04083
southernmaineveteranscemetery.org
Email: SMVMCA1986@gmail.com

Chairman
Dick Langlais

Vice Chairman
Kevin Warden

Treasurer
Curtis Mills

Secretary
Ron Rivard

Trustees
Ray Parent
Bob Champagne
Roger Watson

Ex Officio
Superintendent

Board Members
James E. N. Bachelder
Dale Midgely
Penny Mills
Angela LeBlanc
Jessica Violette
John Flagler
Linda Smilie
Dan Caron
Nadine Gookin
David Contois
Bruce Knight
Joe Doiron

Februar25, 2025

Mr. James Bennett – City Manager
Att: Shelly MacNeill
PO Box 586 – Main St.
Biddeford, ME 04005

Dear Mr. Bennett,

The Southern Maine Veterans Memorial Cemetery Association has been accomplishing its mission of beautification and improvements to the hallowed ground within which lie our fallen heroes ***including 102 interments from Biddeford.***

The enclosure of the Committal Shelter which shields families and guests from adverse weather conditions has been completed on time and within budget. Our efforts are now focused upon a memorial honoring the ***Women of the Armed Forces.***

SMVMCA is a 501{c} 3 non-profit organization, staffed by volunteers, and is **not funded by the state or the federal government**..

As a service to your veteran community, we ask that you consider a donation in the same amount of **$2000.00**. Any amount would be greatly appreciated.

Attached you will find a Mission Statement and a financial report of the Association. With deep appreciation for your consideration and generosity,

Angela LeBlanc

Angela LeBlanc – seascapes333@gmail.com – 404-862-8182

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: SMVMCA

Principal Address: 83 Stanley Road, Springvale, ME 04083

Executive Director: Richard Langlais

Contact Person/Phone Number: 404-862-8182

Est. Total Agency Budget for 2024/2025: ATTC#1

Actual 2023/2024 Budget: SIMILAR TO 2025

Amount requested from the

Client eligibility criteria:

Honorable Discharge

Describe any fee or payment structure your organization charges for services:

0 unless in a vaulted space

Describe services provided:

Full military burial and continued beautification

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

Cemetery is located in Springvale

Define a unit of service as it pertains to the program:

complete burial service

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

We depend upon donations from communities, individuals and service organizations.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

NO - See Attc: #3

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

SOUTHERN MAINE VETERANS MEMORIAL CEMETERY ASSOCIATION

83 Stanley Road, Springvale, Me 04083
southernmaineveteranscemetery.org
Email: SMVMCA198@gmail.com

Chairman
Dick Langlais

Vice Chairman
Kevin Warden

Treasurer
Curtis Mills

Secretary
Ron Rivard

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Ray Parent
Bob Champagne
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David Contois
Bruce Knight
Joe Doiron

Mission Statement

The Southern Maine Veterans Cemetery, located in Springvale, Maine, was created to honor veterans in our communities with a final resting place that is garnished with reverence and perennial beauty.

The State of Maine is responsible only for general maintenance: removing grass, plowing snow, and the opening and closing of grave sites.

Beautification projects for the cemetery are the sole responsibility of the Southern Maine Veterans Cemetery Memorial Association.

The Association has completed many projects with distinction such as the *enclosure of the Committal Chapel*, the *Pow-MIA Monument* which has become an educational landmark for families, visitors and school groups and now the monument to *Women of the Armed Forces*..

Our fundraising continues for beautification efforts which will never cease for this hallowed ground.

SOUTHERN MAINE VETERANS
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John Flagler
Linda Smilie
Dan Caron
Nadine Gookin
David Contois
Bruce Knight
Joe Doiron

Projected Expenses 2024-2025

Bond Insurance	$147.00
Web Page Annual Fee	$71.00
Bureau of Corporation Fee	$35.00
Purchase of Items for Sale	$1,600.00
Office Supplies	$235.00
Sales Tax (projected)	$200.00
TOTAL	$2,288.00

Capital Expenses

Women Veteran Monument	$25,000.00
Vietnam Veteran Monument	$40,000.00
TOTAL	$65,000.00

Projected Income

Sales	$2,500.00
General Publi	$1,000.00
Cities and Towns	$15,000.00
Bike Ride	$6,000.00
Service Clubs/Post	$1,000.00
TOTAL	$25,500.00

SOUTHERN MAINE VETERANS
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Cities and Towns	$15,000.00
Bike Ride	$6,000.00
Service Clubs/Post	$1,000.00
TOTAL	$25,500.00

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 24 2015

SOUTHERN MAINE VETERANS MEMORIAL
CEMETERY ASSOCIATION INC
83 STANLEY ROAD
SPRINGVALE, ME 04083-0000

Employer Identification Number:
01-0545343
DLN:
26053653001235
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 15, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted on your application, we approved your request for retroactive reinstatement under Section 4 of Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

Letter 5436

SMVMCA

Treasurers Report
December 2024

Partners Accounts		
Checkbook Balance	$	13,548.29
Vase Fund Savings	$	9,845.79
Regular Savings	$	6,063.94
Peoples Choice		
Savings	$	5.00
Peoples Choice CD 3 month (05 Oct 2024)	$	15,360.79 rate 5.12
Overall Total:	$	44,823.81
Restricted Funds Brad Hoffman Honor In Stone (H.I.S.) Fund	$	22,126.16
Memorial Walkway	$	590.12
Restricted Total:	$	22,716.28
Available Funds:	$	22,107.53

Treasurer:_____ **Date:**_____.

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

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*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Subcircle

Principal Address: 97 Guinea Road
Biddeford, ME 04005

Executive Director: Niki Cousineau/Scott McPheeters

Contact Person/Phone Number: 267-269-1449/

Est. Total Agency Budget for 2024/2025: 63,000

Actual 2023/2024 Budget: 65,000

Amount requested from the

City of Biddeford: $5,000

What percent of your annual budget does this request represent: 8%

What percent of this request will be used towards salaries: 10%

What percent of this request will be used towards direct services/programming: 90%

Please provide your agency's mission statement: **Subcircle's mission is to bolster the availability and diversity of performing arts in Southern Maine: Presenting our own creative work, supporting the development of other performing artists' work, offering public programming that reflects the needs of the community, and collaborating with local organizations that share our values.**

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

In Southern Maine, and particularly with Biddeford, there is a lack of access to arts programs, especially in the performing arts. Creating greater access to the performing arts is at the forefront of our mission.

Subcircle currently removes barriers for underserved populations in the following ways:

-We remove barriers for economically disadvantaged populations by offering all of our Subcircle Presents programming for free.

-We remove barriers for disabled populations by
- **-Making our artist talks available via zoom, using closed captioning.**
- **-Choosing wheelchair accessible performance sites.**
- **-Presenting artist work that is multi-sensory.**
- **-Presenting artists whose work is deeply considers and prioritizes access for disabled populations**

-We remove barriers for BIPOC and LGBTQIA+ populations by prioritizing presenting the work of artists within these communities and prioritizing offering our free and low cost residencies to artists within these communities.

-We remove barriers for our geographically underserved community by generating greater access to local arts programming.

-We remove barriers for geographically underserved artists by providing more opportunities for local dancers to get paid for their talents.

How is that need determined or measured?

Since 2016 Subcircle has been a member of the Biddeford Cultural Coalition (BCC) and were part of the Cultural Plan project undertaken in 2020-22. Our shared intention is to leverage our deep partnerships with fellow Biddeford Cultural Coalition members in order to work towards elevating the history, heritage, and cultures (new and old) of Biddeford through creative placemaking - goals articulated within Biddeford's Cultural Plan. Our organizations believe in the power of public art to build community pride and sensations of belonging.

Biddeford's Cultural Survey distributed in 2021 as a result of this project, indicates that:

92% of residents think it's VERY important that public art projects "make downtown vibrant and welcoming." 89% of residents AGREE that arts and culture should "be accessible and affordable to all."

How is your program attempting to meet that need and what is the outcome that you expect to achieve?

(Please be as specific as possible)

SUBCIRCLE PRESENTS - We are an arts presenting organization, showcasing the work of local and visiting performance-based artists. Subcircle is dedicated to uplifting BIPOC and LGBTQIA+ performance-based artists and expanding access to performing arts within Southern Maine's geographically underserved community. As presenters, we support marginalized artists whose work offers valuable perspectives on the region's cultural, geographic, and environmental landscapes.

SUBCIRCLE CREATES - We are a dance and art installation company. We create live performances and dance films that challenge more conventional ways of experiencing dance.

SUBCIRCLE RESIDENCY - We are an arts artist residency. We prioritize hosting BIPOC and LGBTQ+ performance-based artists who are eager to engage with our community. Through our residency program, we offer free and low-cost residencies to BIPOC and LGBTQIA+ artists, who make up the majority of our season.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

We evaluate our success in the following ways:

Attendance
Between our 2023 and 2024 seasons alone over 1500 Southern Maine residents have benefited from our programming. We're delighted to regularly see new faces at our events.

Community Support
Local restaurants and cafes (Time and Tide Coffee + Magnus on Water) offering a percentage of beverage proceeds as a donation to Subcircle.

Proposals for Collaboration
As our work becomes more visible and valued within the community, we receive more proposals for collaboration - most recently from Space (Portland), and the University of Southern Maine and Biddeford Adult Education.

Artist Feedback
We consistently hear that Subcircle Residency is the most supportive and inspiring residency that artists have ever attended, due to our sense of hospitality and efforts to engage artists with the community.

New Grants + Individual Contributions Received

Biddeford Cultural Coalition
Reviewing the collective impact of BCC member programming and our alignment with Biddeford's Cultural Plan.

Client eligibility criteria:

There is no eligibility requirement to participate in Subcircle programming.

Describe any fee or payment structure your organization charges for services:

Most of our programs are free to the public. During the 2023/2024 residency seasons, Subcircle hosted 29 free community engagement offerings, including 16 in-progress performance showings, 11 workshops, and 2 artist talks. When we do have a ticketed event, it is low-cost.

Describe services provided:

Our programming focuses on three key areas: fostering new performance works through our artist residency program, creating original staged and immersive dance/theater productions, and presenting works that reflect Biddeford's unique history, culture, and geography. Through all of this work, we provide greater access to performing arts events, enriching the lives of Biddeford residents and visitors.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

Subcircle aims to maintain 25-30 community-engaged events annually, including workshops, artist talks, and performance showings, while increasing attendance, accessibility, and visibility. In the past, we have presented community engaged events in each of the former Engine locations, Banded Brewing, the Pepperell Mill Campus, Magnus on Water, J. Richard Martin Community Center, The Levee, Elements, The Temple at Ocean Park, and Vines Landing in Biddeford Pool. Moving forward, we look to programming events at the McArthur Library, The Foundry, and City Theater.

Define a unit of service as it pertains to the program:

Subcircle considers a unit of service to be a single event such as a performance, artist talk, workshop, or collaboration within events such as Fringe Fest and/or Winter Fest.

Does your agency collaboate with any other non-profit organizations to maximize the use of the fundsyou receive? If yes, please explain.

The inclusion and consideration of our community in planning Subcircle programs is paramount and takes place in the following ways:

Each month, Subcircle co-directors meet with other members of Biddeford's Cultural Coalition including Heart of Biddeford, Engine (now Art of Biddeford), Biddeford Center for Heritage and Culture, Biddeford Mills Museum, Biddeford Historical Society, and Biddeford City Theater to strategize how our programming can best serve Biddeford's Cultural Plan that we developed in collaboration with the City of Biddeford in 2022.

In order to present the work that best suits our community, we often collaborate with organizations whose missions align with ours. Past collaborations have taken place with organizations such as Heart of Biddeford, Engine, Opera House Arts, and Monkeyhouse (Malden, MA). We've also built strong relationships with local businesses such as Lofts at The Levee who acted as project sponsor and host venue for BANDALOOP in 2023.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

NO

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income?

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				
State				
County				
Municipal				
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants				
Other Income/Surplus				
In-kind Contributions				
Totals:				
EXPENSES				
Salaries/Benefits				
Other operating expenses				

Total number of individuals served (unduplicated): _____

Total number of units provided: _____

Total number of individuals served from Biddeford: _____

Percent of total client count that are residents of the City of Biddeford: _____

What other municipalities provide financial assistance and how much does each provide?

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

Per capita cost of service(s); each individual counted only once:

Unit of service cost: _____

How many members of your agency have authority to decide where/how your funds will be spent?

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of last audited financial statement.

Agencies <u>NOT REQUIRED</u> to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates

VALIDATION

I,_____, of _____

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

_____.

(Title)

_____ _____

Signature/Title Date

*****ADDITIONAL INFORMATION*****

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

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PART 1

AGENCY INFORMATION

Applicant Agency Name: Seacoast Shipyard Association

Principal Address: PO Box 1123, Portsmouth, NH 03802-1123

Executive Director: Alana Schaeffer, Chairman

Contact Person/Phone Number: Mona Potter (603) 312-2786

Est. Total Agency Budget for 2024/2025: $11,000

Actual 2023/2024 Budget: $10,782

Amount requested from the

City of Biddeford: $200

What percent of your annual budget does this request represent: 2%

What percent of this request will be used towards salaries: 2%

What percent of this request will be used towards direct services/programming: 2%

Please provide your agency's mission statement: Dedicated to the welfare and development of Portsmouth Naval Shipyard

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses: Maximize opportunities for growth for Portsmouth Naval Shipyard and work with local businesses and communities to bring talent and workforce needs

How is that need determined or measured? The need is measured by the vital work performed and the growth needed to complete workloads at Portsmouth Naval Shipyard.

How is your program attempting to meet that need and what is the outcome that you expect to achieve? (Please be as specific as possible) Seacoast Shipyard Association is working with local businesses, individuals and communities to ensure support for the Shipyard and its need to grow and remain vital. We support job opportunities, outreach programs and other events to ensure the health and welfare of our communities and the defense of our nation.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)? We continue to find ways to make a difference in our communities and support the Shipyard.

Client eligibility criteria: We have existing members both individuals and businesses as well as local municipalities.

Describe any fee or payment structure your organization charges for services: Seacoast Shipyard Association is a non-profit organization.

Describe services provided: Support to local businesses, communities, and the Shipyard.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City: The residents of Biddeford employed at Portsmouth Naval Shipyard continue to feed money into the economy and their towns.

Define a unit of service as it pertains to the program: Working to ensure a talented and experienced workforce is needed for survival at Portsmouth Naval Shipyard.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain. N/A

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent No

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income?

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional? At the end of our Fiscal Year in March.

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		

Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				
State				
County				
Municipal				
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants				
Other Income/Surplus				
In-kind Contributions				
Totals:				
EXPENSES				
Salaries/Benefits				
Other operating expenses				

Total number of individuals served (unduplicated): _____

Total number of units provided: _____

Total number of individuals served from Biddeford: _____

Percent of total client count that are residents of the City of Biddeford: _____

What other municipalities provide financial assistance and how much does each provide?

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

Per capita cost of service(s); each individual counted only once:

Unit of service cost: _____

How many members of your agency have authority to decide where/how your funds will be spent?

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

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Agencies <u>NOT REQUIRED</u> to file yearly audits—complete the budget form and include your IRS Form 990.

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Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates

VALIDATION

I, Mona Potter, of Seacoast Shipyard Association

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as Secretary/Treasurer.

(Title)

Mona Potter/Secretary-Treasurer 2/21/25

Signature/Title Date

ADDITIONAL INFORMATION

Alana Schaeffer
Chairman
www.saveourshipyard.org
seacoastshipyard@metrocast.net

Seacoast Shipyard Association
PO Box 1123
Portsmouth, NH 03802-1123
EIN 02-0265756

September 15, 2024

James Bennett, City Manager
City of Biddeford
PO Box 586
Biddeford, ME 04005

Dear Mr. Bennett,

The Seacoast Shipyard Association is a non-profit organization of individuals, businesses and communities dedicated to the continued existence of the Portsmouth Naval Shipyard and maximizing opportunities for its growth as a center of excellence in marine development. We are working to promote expansion of the Shipyard into non-traditional maritime endeavors and a potential global role in support of the Seacoast community, the Navy, and the nation. To maintain this vital role for the nation, our Shipyard has identified the need to grow. We are working with local businesses, the Shipyard, and local schools to bring that talent into the Shipyard from our communities. We need to continue to support job opportunities, outreach programs, and other events to ensure the health and welfare of Seacoast communities and the defense of our Nation.

As an Association, we see that it is vital to continue this support in today's world. We continue to fulfill our obligation as the liaison between the Shipyard and the Seacoast for the good welfare of our communities. We represent the Seacoast's interest by ensuring the importance of the Portsmouth Naval Shipyard to the nation's security and that its interest is properly portrayed to our Congressional Representatives in the House and Senate.

Your financial support, along with individuals, businesses, city, and town governments is essential to the Shipyard's health and future. It is only through this support that we are able to maintain the Seacoast Shipyard Association during periods when there is no obvious crisis threatening the Shipyard.

Please consider this as the Seacoast Shipyard Association's request for a 2025 budget allocation from the City of Biddeford in the amount of $200.00. The CY 2022 payroll for the Portsmouth Naval Shipyard was $663,523,786. The State of Maine had 4,263 paid employees at the Shipyard totaling an annual payroll of $371,966,358. The Shipyard employed 177 Biddeford residents constituting an annual payroll of $14,844,430. The amount of financial support requested from this organization represents only $1.13 per Biddeford resident employed at the Shipyard. (The Shipyard payroll data for CY 2023 will be released in 2024)

Enclosed is the Portsmouth Naval Shipyard Economic Impact Report for CY 2022; the Seacoast Shipyard Association's Balance Sheet; Income and Expense Statement; and most recent Monthly Financial Report.

We hope you still view it as an investment for the future and will continue to support us as we move into the years ahead. Your support is greatly appreciated and vital to our continued existence.

Sincerely,
Alana Schaeffer
MP

Enclosures

Seacoast Shipyard Association
PO Box 1123
Portsmouth, NH 03802-1123
EIN 02-0265756

INCOME AND EXPENSE STATEMENT

April 1, 2023 - March 31, 2024

INCOME:

States	$0.00	
Municipalities	$5,025.00	
Businesses/Organizations	$3,350.00	
Individuals/Families	$3,519.00	
Donations	$0.00	
Interest	$56.48	
Other	$0.00	
Total Income	**$11,950.48**	**$ 11,950.48**

EXPENSES:

Office Supplies	$35.24	
Computer Services	$343.68	
Postage & PO Box Rental	$477.00	
Printing	$470.94	
Travel	$0.00	
Mileage	$0.00	
Conferences/Meetings	$0.00	
Insurance	$0.00	
Advertising	$0.00	
Other	$155.12	
Contractor/Office Manager	$9,300.00	
Total Expenses	**$10,781.98**	**$10,781.98**
Net Income		**$1,168.50**

DEDICATED TO THE WELFARE AND DEVELOPMENT OF PORTSMOUTH NAVAL SHIPYARD

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST SHIPYARD ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 22, 1964. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65130**

Certificate Number: **0007028764**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of January A.D. 2025.

David M. Scanlan

Secretary of State

State of New Hampshire
Department of State
2025 NONPROFIT REPORT

Filed
Date Filed: 1/26/2025
Effective Date: 1/26/2025
Business ID: 65130
David M. Scanlan
Secretary of State

BUSINESS NAME:	**SEACOAST SHIPYARD ASSOCIATION**
BUSINESS TYPE:	**Domestic Nonprofit Corporation**
BUSINESS ID:	**65130**
STATE OF INCORPORATION:	**New Hampshire**

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
PO Box 1123 **Portsmouth, NH, 03802, USA**	**NONE**

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
Other Services (except Public Administration)	**Other Similar Organizations (except Business,Professional,Labor, and Political Organizations)**
NOT REQUIRED	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Alana Schaeffer	**PO Box 1123, Portsmouth, NH, 03801, USA**	**President**
Mona Potter	**37 Jessica Drive, Rochester, NH, 03839, USA**	**Director**

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **Director**

Signature: **Mona Potter**

Name of Signer: **Mona Potter**

Alana Schaeffer
Chairman
www.saveourshipyard.org
seacoastshipyard@metrocast.net

Seacoast Shipyard Association
PO Box 1123
Portsmouth, NH 03802-1123

JULY 2024

PORTSMOUTH NAVAL SHIPYARD ECONOMIC IMPACT – CY 2023
TOTAL $1,536,567,511

CIVILIAN PAYROLL: $ 716,176,892

STATE		PAYROLL	ACTUAL NUMBER OF EMPLOYEES	NUMBER OF EMPLOYEES PAID
Maine	$	402,144,054	4,194	4,366
New Hampshire	$	262,346,159	2,905	3,135
Massachusetts	$	25,014,859	176	202
Other States	$	26,671,820	194	295
Totals	**$**	**716,176,892**	**7,469**	**7,998**

Notes: **The number of employees paid is greater since in many cases more than one person occupied same position.*

Actual number of employees by activity:

Shipyard	6,550	DLA	153
NAVFAC	249	Base Support	71
SUBMEPP	201	Other	245

MILITARY PAYROLL:	**$**	**34,207,756**	
Navy:		$	34,207,756
PURCHASED GOODS & SERVICES:	**$**	**160,034,544**	
Shipyard Contracting Office:		$	114,691,508
DLA Contracting:		$	15,567,790
Shipyard Purchase Card:		$	29,775,246
CONTRACTED FACILITY SERVICES:	**$**	**626,148,319**	
Maintenance/Alterations/Support:		$	157,515,577
Military Construction:		$	450,641,312
Utilities:		$	17,991,430

CURRENT AND PAST YEAR COMPARISONS:

	Employme	Civilian Payroll	Military Payroll	Purchases (Supply)	Contracts
CY 2023	7,469	$ 716,176,892	$ 34,207,756	$ 160,034,544	$ 626,148,319
CY 2022	7,356	$ 663,523,786	$ 38,517,178	$ 196,168,301	$ 559,743,052
CY 2021	7,257	$ 670,722,530	$ 48,741,064	$ 133,774,294	$ 469,374,010
CY 2020	7,639	$ 671,364,132	$ 46,912,700	$ 123,201,766	$ 106,382,201
CY 2019	7,310	$ 594,905,713	$ 45,502,134	$ 123,166,628	$ 395,439,594
CY 2018	6,972	$ 548,036,970	$ 44,349,057	$ 120,731,514	$ 169,496,193
CY 2017	6,450	$ 525,164,253	$ 43,309,626	$ 104,768,623	$ 78,602,360

DEDICATED TO THE WELFARE AND DEVELOPMENT OF PORTSMOUTH NAVAL SHIPYARD

MAINE - 4,366 Civilian Employees were paid $ 402,144,054

CITY/TOWN		ANNUAL PAYROLL	EMPLOYEES
SANFORD/SPRINGVALE	$	45,885,296.27	520
KITTERY/KITTERY POINT	$	38,577,221.40	418
BERWICK	$	38,556,887.73	416
SOUTH BERWICK	$	34,148,577.41	350
ELIOT	$	30,838,483.44	328
LEBANON	$	28,279,409.90	300
WELLS	$	23,731,791.31	242
NORTH BERWICK	$	21,356,906.86	223
YORK	$	17,079,338.62	170
BIDDEFORD	$	15,007,709.64	167
SACO	$	11,221,133.73	118
KENNEBUNK	$	11,139,457.66	106
LYMAN	$	9,163,553.10	98
SHAPLEIGH	$	5,623,650.67	73
ACTON	$	6,300,686.90	71
ARUNDEL	$	6,473,540.24	69
ALFRED	$	5,703,751.31	63
CAPE NEDDICK	$	4,195,102.11	43
N WATERBORO	$	3,540,344.21	39
WATERBORO	$	3,180,128.61	35
PORTLAND	$	2,510,227.03	29
SCARBOROUGH	$	2,448,122.25	25
LIMERICK	$	1,731,726.25	24
WEST NEWFIELD	$	1,686,643.56	23
S PORTLAND	$	2,235,232.22	22
E WATERBORO	$	1,939,695.54	22
DAYTON	$	2,009,884.47	20
OLD ORCHD BCH	$	1,570,315.92	19
HOLLIS CENTER	$	1,620,829.91	18
GORHAM	$	1,576,342.09	17
BUXTON	$	1,244,776.01	15
STANDISH	$	911,204.13	13
LIMINGTON	$	985,986.24	12
PARSONSFIELD	$	891,439.36	11
KENNEBUNKPORT	$	750,829.28	11
BRUNSWICK	$	879,589.97	9
WINDHAM	$	796,182.40	9
WESTBROOK	$	878,161.29	8
NEW GLOUCESTR	$	711,504.87	8
ALL OTHERS	$	14,762,416.69	202

NEW HAMPSHIRE - 3,135 Civilian Employees were paid $ 262,346,159

CITY/TOWN		ANNUAL PAYROLL	EMPLOYEES
ROCHESTER	$	42,099,737.03	529
DOVER	$	34,727,895.78	413
PORTSMOUTH	$	20,607,511.54	231
SOMERSWORTH	$	16,735,519.82	206
BARRINGTON	$	14,496,443.88	159
FARMINGTON	$	12,623,227.28	149
NEWMARKET	$	8,332,587.53	104
MILTON	$	7,808,038.20	91
HAMPTON	$	5,660,092.66	67
ROLLINSFORD	$	5,893,006.46	66
EXETER	$	5,016,720.19	64
RAYMOND	$	3,941,987.87	55
STRATHAM	$	5,316,625.25	54
STRAFFORD	$	4,639,969.91	54
EPPING	$	4,660,586.11	53
NOTTINGHAM	$	4,959,940.57	52
GREENLAND	$	4,778,669.14	49
SANBORNVILLE	$	3,909,794.29	44
NEW DURHAM	$	3,589,240.66	41
NORTHWOOD	$	3,459,325.96	40
MANCHESTER	$	2,439,507.51	31
MIDDLETON	$	2,158,699.49	27
SEABROOK	$	1,872,017.76	26
LEE	$	1,910,325.65	24
FREMONT	$	1,829,139.17	24
NORTH HAMPTON	$	2,297,641.56	23
DURHAM	$	2,247,504.67	21
RYE	$	1,531,768.08	18
DERRY	$	1,521,908.34	18
E WAKEFIELD	$	1,491,426.43	17
MADBURY	$	1,366,074.49	17
BRENTWOOD	$	1,636,349.48	15
CTR BARNSTEAD	$	956,869.87	15
KINGSTON	$	941,935.11	15
ALTON	$	1,145,174.77	13
DEERFIELD	$	1,129,682.33	12
WOLFEBORO	$	1,097,633.21	11
GOFFSTOWN	$	978,427.72	11
NEWTON	$	938,618.02	11
MILTON MILLS	$	806,063.41	10
NEWINGTON	$	713,003.34	10
CHESTER	$	802,426.30	8
ALL OTHERS	$	17,277,042.05	237

MASSACHUSETTS - 202 Civilian Employees were paid $ 25,014,859

CITY/TOWN		ANNUAL PAYROLL	EMPLOYEES
AMESBURY	$	2,946,427.21	34
HAVERHILL	$	2,697,173.83	34
MERRIMAC	$	1,101,293.42	14
SALISBURY	$	1,238,699.10	13
NEWBURYPORT	$	1,269,677.36	12
METHUEN	$	489,246.32	7
GROVELAND	$	439,312.68	6
BRADFORD	$	357,660.02	5
WEST NEWBURY	$	406,144.59	4
ROWLEY	$	349,277.21	4
NEWBURY	$	331,240.54	4
PEABODY	$	239,332.08	4
SALEM	$	389,789.94	3
NORTH ANDOVER	$	302,703.99	3
S HAMILTON	$	255,657.46	3
BEVERLY	$	245,354.68	3
IPSWICH	$	242,848.64	3
DANVERS	$	102,427.20	3
ALL OTHERS	$	11,610,592.34	43

ALL OTHER STATES - 295 Civilian Employees were paid $ 26,671,820

Seeds of Hope
Neighborhood Center

"It all begins with a meal..."

March 3, 2025

RE: FY 2026 Municipal Funding

Dear Mayor Grohman and City Council,

I hope this letter finds you well. On behalf of Seeds of Hope, I would like to extend our heartfelt gratitude for your continued support of our mission to serve the community. Your generosity has been instrumental in helping us provide essential services to those in need.

I am writing to request funding for two critical needs that will significantly enhance the safety and effectiveness of our programs. Firstly, we are seeking $150,000 for the installation of a sprinkler system in our facility. With 40 -50+ people spending the night, it is unsafe not to have this life safety item in place. This is a crucial investment in the safety and wellbeing of those we serve.

Additionally, we are requesting $30,000 to supplement our food budget. With the increasing number of individuals, we serve—upwards of 100 people a day—and the rising costs of food, we need additional support to meet the growing needs of our community. These requests are separate from any overnight center funding, which is a city of Biddeford initiative and serves Biddeford residents. While Seeds of Hope operates the program, we do not directly benefit from it.

Your support in these matters would be greatly appreciated and would make a significant difference in our ability to provide a safe and supportive environment for our most vulnerable community members.

Thank you for considering our request. We look forward to the possibility of continuing our partnership and making a positive impact together.

Warm regards,

Vassie Fowler

Executive Director
Seeds of Hope Neighborhood Center

vassie.fowler@seedsofhope4me.org 207.283.1783 www.seedsofhope4me.org

Seeds of Hope Neighborhood Center partners with our community to provide care, support, and hope for all.

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine.org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: **Seeds of Hope Neighborhood Center**

Principal Address: **35 South Street**

Executive Director: **Vassie Fowler** Contact Person/Phone Number: **207-283-2783**

Est. Total Agency Budget **$1.1 million** for 2024/2025: Actual 2023/2024 Budget:**$452,000**

Amount requested from the

City of Biddeford: **$180,000 TOTAL - $150,000 Sprinkler System - $30,000 Food**

What percent of your annual budget does this request represent: **13.64% percent for Sprinkler & 2.73% for Food – for a total of 16.37%**

What percent of this request will be used towards salaries:_____**0 (zero)**_____

What percent of this request will be used towards direct services/programming:__**100% - ____$30,000 Food**_____**$150,000 Life Safety**

Please provide your agency's mission statement: **Seeds of Hope Neighborhood Center partners with our community to provide care, support, and hope for all.**

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses: **Seeds of Hope is dedicated to supporting our community by offering a range of essential services and programs. We provide free meals to ensure no one goes hungry, free showers to help maintain personal hygiene, and free resource assistance to connect individuals with the support they need. Our facilities include an overnight center to offer a safe and warm place for those in need. Additionally, we are excited to announce the upcoming launch of our workforce development program, aimed at empowering individuals with the skills and opportunities to achieve sustainable employment.**

How is that need determined or measured?

1. **Community Assessments: Surveys and studies are conducted to understand the specific needs of the local population. This can include data on homelessness, unemployment rates, and food insecurity.**
2. **Feedback from Service Users: Direct feedback from individuals who use the services helps identify gaps and areas for improvement. This can be gathered through surveys, suggestion boxes, and regular meetings.**
3. **Partnerships with Local Organizations: Collaborating with other community organizations, such as shelters, food banks, and social services, helps to identify and address the needs of the community more effectively.**
4. **Monitoring and Evaluation: Regularly tracking the usage of services (e.g., number of meals served, showers provided, and individuals using the warming center) helps measure demand and effectiveness. This data can be used to adjust and improve services over time.**

How is your program attempting to meet that need and what is the outcome that you expect to achieve?

(Please be as specific as possible)

1. **Improved Quality of Life: By providing basic necessities like food and hygiene, we aim to improve the overall quality of life for individuals in our community.**
2. **Increased Independence: Our resource assistance is designed to help individuals become more self-sufficient and independent.**

3. **Enhanced Community Belonging: Through our services, we strive to create a sense of belonging and community for those we serve.**
4. **Better Health Outcomes: Access to showers and health promotion services can lead to better physical and mental health outcomes.**

By addressing these needs, we hope to foster a supportive and inclusive community where everyone has the opportunity to thrive

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

1. **Data Collection: We gather quantitative data on service usage, such as the number of meals served, showers provided, and individuals using the overnight and warming centers. We also track participation in our resource assistance and workforce development programs.**
2. **Feedback from Service Users: We collect feedback from those who use our services through surveys, interviews, and suggestion boxes. This helps us understand their experiences and identify areas for improvement.**
3. **Staff and Volunteer Input: Our staff and volunteers provide valuable insights based on their interactions with service users and their observations of program operations.**
4. **Partnership Reviews: We collaborate with local organizations and agencies to review the effectiveness of our partnerships and ensure we are meeting community needs effectively.**
5. **Outcome Measurement: We evaluate the outcomes of our programs against our goals. For example, we measure improvements in quality of life, increased independence, and employment rates among our service users.**
6. **Annual Report: We compile our findings into an annual report, which includes data analysis, feedback summaries, and recommendations for future improvements. This report is shared with stakeholders, including donors, partners, and the community.**

By following this structured evaluation process, we aim to continuously improve our services and better meet the needs of our community.

Client eligibility criteria:
Neighbors (what we call the people we serve, because they are part of our community) do not have to meet any criteria to utilize our services. They merely have to walk through the door!

Describe any fee or payment structure your organization charges for services:
All of our services are free of charge.

Describe services provided:
Free Meals
We offer nutritious meals to ensure that no one in our community goes hungry. This service is available to anyone in need, providing a vital source of sustenance and community.
Free Showers
Access to showers is essential for maintaining personal hygiene and dignity. We provide free shower facilities to help individuals stay clean and healthy.
Resource Assistance
Our resource assistance program helps individuals with various needs, including:

- **Obtaining identification documents**
- **Help with housing applications**
- **Coordinating medical appointments**
- **Resume writing and job search assistance**
- **Connecting with other support services**

Overnight Center
Our overnight center offers a safe place for individuals to sleep, especially those who are homeless or in unstable housing situations. This service is crucial for providing security and rest.
Warming Center
During extreme weather conditions, our warming center provides a warm and safe environment for individuals to stay. This service is particularly important during the cold winter months.
Workforce Development Program (Coming Soon)
We are excited to launch our workforce development program, which will focus on empowering individuals with the skills and opportunities needed to achieve sustainable employment. This program will include job training, skill development workshops, and employment support.
These services are designed to address the immediate needs of our community while also providing long-term support to help individuals achieve stability and independence.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City: **Yes**

Define a unit of service as it pertains to the program:
A unit of service is a standardized measure used to quantify the amount of service provided to an individual. It helps in tracking and evaluating the effectiveness of programs. Here are some examples specific to Seeds of Hope:

1. **Free Meals: One unit of service is one meal provided to an individual.**
2. **Free Showers: One unit of service is one shower session provided to an individual.**
3. **Resource Assistance: One unit of service could be one hour of assistance provided, such as help with obtaining IDs, coordinating medical appointments, or resume writing.**
4. **Overnight Center: One unit of service is one night of accommodation provided to an individual.**
5. **Warming Center: One unit of service is one day of access to the warming center.**
6. **Workforce Development Program: One unit of service could be one hour of job training or one workshop session attended by an individual.**

These units help us measure the quantity and impact of the services we provide, ensuring we meet the needs of our community effectively.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

To maximize the impact of our services, we collaborate with several local organizations, including:

- **Nasson Health Care: Providing health promotion and education services.**
- **Frannie Peabody Center: Offering testing and referrals for Hepatitis C and HIV.**
- **Biddeford Police Department's Substance Use Disorder and Community Outreach Staff: Supporting individuals struggling with substance use disorders. – when staffed**

- **University of New England: Offering additional health services and educational programs.**
- **The Opportunity Alliance PATH Outreach Worker: Providing outreach, engagement, and referral services for people experiencing homelessness and struggling with mental health or substance use disorders**
- **York County Community Action: Ensuring access to essential services such as health care, transportation, and economic opportunities.**

These collaborations enable us to leverage the expertise and resources of our partners, ensuring that we can provide comprehensive support to those in need while making the most efficient use of our funds.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent
NO

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.
Please see attached.

Part 2

What accommodations are made to those applicants with zero income?
We are 100% FREE – anyone can utilize our services, regardless of income.

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year? **NO fees are ever charged.**

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional? **Once a year.**

Funding sources for program: I have attached the 2024 & 2025 Budget

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
$150,000	0	$30,000 for Food	$120,000 for Sprinkler	7.5% of total budget
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal	CBDG	128,000		
State		$240,000 for @024.2025		

		Overnight Warming Center		
County				
Municipal		$28,000 Minimum of $1000 a day for overnight center - $365,000 + a year	$28,000	$30.000 food - $120,000 sprinkler
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				
United Way		45000	162.24	0
Grants		$82,000	143,000	85,000
Other Income/Surplus		115,000	145,000	
In-kind Contributions				
Totals:				
EXPENSES				
Salaries/Benefits			218,000	318,574
Other operating expenses	Too numerous to list... please see attached budget			

Total number of individuals served (unduplicated): 2,855

- Total number of units provided:
- **Free Meals**: 36,500 units/year
- **Free Showers**: 3,650 units/year
- **Resource Assistance**: 2,190 units/year
- **Overnight Center**: 18,250 units/year
- **Warming Center**: 10,950 units/year

Total number of individuals served from Biddeford: **It is challenging to provide an exact number of individuals served from Biddeford, as we operate a low-barrier service and do not require identification. Many individuals may state they are from Biddeford to receive services. However, it is clear that the majority of the people we serve are from Biddeford. Additionally, anyone who stays in the overnight center must be approved by the Biddeford General Assistance Office.**

Percent of total client count that are residents of the City of Biddeford: **Over 90%**

What other municipalities provide financial assistance and how much does each provide?

Saco - $20,000 – but I did ask for them to pitch in for the Sprinkler System. – no word yet.

OOB. - $2500

Do you receive funding from Biddeford's CDBG program? If yes, for what services?
Yes – for insurance stipends and salary reimbursements. We are near the end of funding.

Per capita cost of service(s); each individual counted only once: **$207 per individual**

Unit of service cost: **$8.30 per unit**

How many members of your agency have authority to decide where/how your funds will be spent?

Myself and my Board of Directors – currently there are 8 of them.

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

All of us.

Agencies REQUIRED to file yearly audits—include a copy of last audited financial statement.

Agencies NOT REQUIRED to file yearly audits—complete the budget form and include your IRS Form 990. – please find attached.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
Re-Union House Night **	Public Event – all are welcome	$1,000	$5,000	June 26, 2025
5 K	Public Event – all are welcome to join.	$1,000	$5,000	June 1-8, 2025
Not the Brunch	Publlic Event – all are welcome	$3,000	$20,0000	November 2025

VALIDATION

I, **Vassie Fowler**, of **Seeds of Hope Neighborhood Center**

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

Executive Director.

(Title)

Vassie Fowler 3/3/25

Executive Director **3/3/2025**

Signature/Title

ADDITIONAL INFORMATION

Please see attached

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 16 2012

SEEDS OF HOPE NEIGHBORHOOD CENTER
18 1/2 CRESCENT ST
BIDDEFORD, ME 04005

Employer Identification Number:
30-0693703
DLN:
17053129386022
Contact Person:
ROGER W VANCE
ID# 31173
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
November 28, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

Form **8879-TE**

Department of the Treasury
Internal Revenue Service

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2023, or fiscal year beginning ..... , 2023, and ending ..... , 20 .....

Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879TE* for the latest information.

OMB No. 1545-0047

2023

Name of filer: SEEDS OF HOPE NEIGHBORHOOD CENTER

EIN or SSN: 30-0693703

Name and title of officer or person subject to tax: VASSIE FOWLER
EXECUTIVE DIRECTOR

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	[X]	**b Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b 338,115
2a	**Form 990-EZ** check here	[ ]	**b Total revenue,** if any (Form 990-EZ, line 9)	2b
3a	**Form 1120-POL** check here	[ ]	**b Total tax** (Form 1120-POL, line 22)	3b
4a	**Form 990-PF** check here	[ ]	**b Tax based on investment income** (Form 990-PF, Part V, line 5)	4b
5a	**Form 8868** check here	[ ]	**b Balance due** (Form 8868, line 3c)	5b
6a	**Form 990-T** check here	[ ]	**b Total tax** (Form 990-T, Part III, line 4)	6b
7a	**Form 4720** check here	[ ]	**b Total tax** (Form 4720, Part III, line 1)	7b
8a	**Form 5227** check here	[ ]	**b FMV of assets at end of tax year** (Form 5227, Item D)	8b
9a	**Form 5330** check here	[ ]	**b Tax due** (Form 5330, Part II, line 19)	9b
10a	**Form 8038-CP** check here	[ ]	**b Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that [X] I am an officer of the above entity or [ ] I am a person subject to tax with respect to (name of entity) _____ , (EIN) _____ and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

[X] I authorize ROGERS & HUTCHINS, P.C., CPA'S to enter my PIN 15973 as my signature
ERO firm name
Enter five numbers, but do not enter all zeros

on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date 10/16/24

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. 01077311112
Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature KERRY T. RYAN, CPA Date 10/16/24

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Seeds of Hope Neighborhood Center

Budget vs. Actuals: FY 2024 - FY24 P&L

January - December 2024

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
Revenue			
Direct Public Support			
Donor Contributions			
Annual Giving Campaign	113,618.44	95,000.00	18,618.44
Business Contributions	31,885.07	20,000.00	11,885.07
Total Donor Contributions	**145,503.51**	**115,000.00**	**30,503.51**
Partner Support	21,824.20	28,000.00	-6,175.80
Total Direct Public Support	**167,327.71**	**143,000.00**	**24,327.71**
Indirect Public Support			
Fundraising			
5K Fundraiser	6,610.00	15,000.00	-8,390.00
Benefit Brunch Income	22,955.31	22,000.00	955.31
Corn Hole Tournament	4,435.37	5,000.00	-564.63
Total Fundraising	**34,000.68**	**42,000.00**	**-7,999.32**
Total Indirect Public Support	**34,000.68**	**42,000.00**	**-7,999.32**
Investments			
Interest-Savings, Short-term CD	48.13	65.00	-16.87
Total Investments	**48.13**	**65.00**	**-16.87**
Other Types of Income			
Miscellaneous Revenue	953.25	1,500.00	-546.75
Total Other Types of Income	**953.25**	**1,500.00**	**-546.75**
Overnight Program Revenue			
OP - Administrative	6,300.00		6,300.00
OP - Food	8,925.00		8,925.00
OP - Staffing	127,930.00		127,930.00
OP - Utilities	7,875.00		7,875.00
Total Overnight Program Revenue	**151,030.00**		**151,030.00**
Program Income			
CDBG - health insurance coverage	2,726.00	9,517.00	-6,791.00
CDBG Salary Reimbursement	25,991.26	69,108.00	-43,116.74
Grants Received	141,273.00	75,000.00	66,273.00
Episcopal Diocese Support	2,500.00	2,500.00	0.00
United Way Grant	162.24	4,500.00	-4,337.76
Total Grants Received	**143,935.24**	**82,000.00**	**61,935.24**
Municipal Income	93,134.00	53,500.00	39,634.00
Total Program Income	**265,786.50**	**214,125.00**	**51,661.50**
Warming Center Income	82,050.00		82,050.00
ARPA - Administrative	10,663.29		10,663.29
ARPA - Food, Paper Products, etc.	10,891.12	2,000.00	8,891.12
ARPA - Fuel	3,342.34	3,000.00	342.34
ARPA - Security	49,403.75	34,000.00	15,403.75
ARPA - Staffing	60,640.50	40,000.00	20,640.50

Seeds of Hope Neighborhood Center

Budget vs. Actuals: FY 2024 - FY24 P&L

January - December 2024

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
ARPA - Waste Removal		600.00	-600.00
Total Warming Center Income	**216,991.00**	**79,600.00**	**137,391.00**
Total Revenue	**$836,137.27**	**$480,290.00**	**$355,847.27**
GROSS PROFIT	**$836,137.27**	**$480,290.00**	**$355,847.27**
Expenditures			
Contract Services			
Legal Fees		100.00	-100.00
Payroll Fees	1,188.00	800.00	388.00
Snow Shoveling	335.00	500.00	-165.00
Waste Removal Expense	4,704.05	4,500.00	204.05
Total Contract Services	**6,227.05**	**5,900.00**	**327.05**
Facilities and Equipment			
Electricity	6,983.06	10,000.00	-3,016.94
Equip Rental and Maintenance	2,611.99	1,000.00	1,611.99
Equipment	1,943.93	5,000.00	-3,056.07
Heating Fuel	2,988.30	5,000.00	-2,011.70
Insurance			
Insurance - Package Policy	10,060.00	11,000.00	-940.00
Workers Comp Insurance	1,502.55	4,000.00	-2,497.45
Total Insurance	**11,562.55**	**15,000.00**	**-3,437.45**
Maintenance	737.55	2,000.00	-1,262.45
Sewer Fees		700.00	-700.00
Water Expense	1,120.66	700.00	420.66
Total Facilities and Equipment	**27,948.04**	**39,400.00**	**-11,451.96**
Operations			
Fundraising Expenses			
5K Fundraiser	1,353.00	1,500.00	-147.00
Benefit Brunch Expenses	6,354.36	5,300.00	1,054.36
Corn Hole Tournament Expenses	5,216.15	2,000.00	3,216.15
Total Fundraising Expenses	**12,923.51**	**8,800.00**	**4,123.51**
Office Expense	748.45	1,000.00	-251.55
Postage, Mailing Service	340.00	1,000.00	-660.00
Printing and Copying	2,236.00	2,000.00	236.00
Security System	855.88	900.00	-44.12
SUMAC	1,138.50	500.00	638.50
Supplies	1,809.99	2,000.00	-190.01
Telephone, Telecommunications	5,437.89	7,500.00	-2,062.11
Total Operations	**25,490.22**	**23,700.00**	**1,790.22**
Other Types of Expenses			
Board Expenses		1,000.00	-1,000.00
Other Costs	396.45	4,000.00	-3,603.55
Total Other Types of Expenses	**396.45**	**5,000.00**	**-4,603.55**

Seeds of Hope Neighborhood Center

Budget vs. Actuals: FY 2024 - FY24 P&L

January - December 2024

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
Payroll Expenses			
Assistant Director			
Assistant Director/32	37,969.06	43,064.00	-5,094.94
Health Insurance Supplement	6,285.70	7,000.00	-714.30
Total Assistant Director	**44,254.76**	**50,064.00**	**-5,809.24**
Assistant Director/20	29,453.72	25,876.00	3,577.72
Development Associate	7,166.05	23,920.00	-16,753.95
Executive Director			
Director Salary	72,303.06	72,000.00	303.06
Health Insurance Supplement	9,316.25	7,714.00	1,602.25
Total Executive Director	**81,619.31**	**79,714.00**	**1,905.31**
Grant Writer	5,200.00	5,000.00	200.00
Payroll Taxes FICA & Unemp.	31,050.68	16,000.00	15,050.68
Peer Support Staff	15,046.25	26,000.00	-10,953.75
Seeds of Hope Staff	3,536.00	3,500.00	36.00
Support Specialist	1,300.00		1,300.00
Total Payroll Expenses	**218,626.77**	**230,074.00**	**-11,447.23**
Program Expenses			
Director Discretionary Fund	2,206.29	4,000.00	-1,793.71
Food, Paper Products etc	51,960.78	60,000.00	-8,039.22
Overnight Program Expenses			
Administrative	8,300.43		8,300.43
Food, Paper Products, etc.	14,104.41		14,104.41
Staffing	164,674.50		164,674.50
Utilities	5,267.93		5,267.93
Total Overnight Program Expenses	**192,347.27**		**192,347.27**
Warming Center Expenses			
Food, Paper Products, etc.	11,367.33	2,000.00	9,367.33
Fuel		3,000.00	-3,000.00
Security	48,910.00	34,000.00	14,910.00
Staffing	59,769.35	40,000.00	19,769.35
Waste Removal		600.00	-600.00
Total Warming Center Expenses	**120,046.68**	**79,600.00**	**40,446.68**
Total Program Expenses	**366,561.02**	**143,600.00**	**222,961.02**
Staff & Volunteer Training & Recognition			
Conference, Convention, Meeting	2,705.72	2,000.00	705.72
Staff & Volunteer Recognition	3,053.42	2,000.00	1,053.42
Staff & Volunteer Training		500.00	-500.00
Travel	292.88	500.00	-207.12
Total Staff & Volunteer Training & Recognition	**6,052.02**	**5,000.00**	**1,052.02**
Total Expenditures	**$651,301.57**	**$452,674.00**	**$198,627.57**
NET OPERATING REVENUE	**$184,835.70**	**$27,616.00**	**$157,219.70**

Seeds of Hope Neighborhood Center

Budget vs. Actuals: FY 2024 - FY24 P&L

January - December 2024

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
NET REVENUE	**$184,835.70**	**$27,616.00**	**$157,219.70**

Please note:
This money is allocated for our new kitchen — and has been Spent!

Seeds of Hope Neighborhood Center

Budget Overview: FY2025 Budget - FY25 P&L

January - December 2025

	TOTAL
Revenue	
Direct Public Support	
Donor Contributions	
Annual Giving Campaign	115,000.00
Business Contributions	25,000.00
Total Donor Contributions	**140,000.00**
Partner Support	25,000.00
Total Direct Public Support	**165,000.00**
Indirect Public Support	
Fundraising	
5K Fundraiser	4,000.00
Benefit Brunch Income	25,000.00
Other Fundraisers	2,000.00
Union House Fundraiser	5,000.00
Total Fundraising	**36,000.00**
Total Indirect Public Support	**36,000.00**
Investments	
Interest-Savings, Short-term CD	12.00
Total Investments	**12.00**
Other Types of Income	
Miscellaneous Revenue	1,500.00
Total Other Types of Income	**1,500.00**
Overnight Program Revenue	365,000.00
Program Income	
CDBG - health insurance coverage	16,308.00
CDBG Salary Reimbursement	112,224.00
Grants Received	85,000.00
Episcopal Diocese Support	2,500.00
Total Grants Received	**87,500.00**
Municipal Income	28,000.00
Total Program Income	**244,032.00**
Warming Center Income	164,110.00
Total Revenue	**$975,654.00**
GROSS PROFIT	**$975,654.00**
Expenditures	
Contract Services	
Accounting Fees	2,000.00
Bookkeeper	6,500.00
Legal Fees	100.00
Payroll Fees	2,100.00
Snow Shoveling	700.00
Waste Removal Expense	6,000.00

Seeds of Hope Neighborhood Center

Budget Overview: FY2025 Budget - FY25 P&L

January - December 2025

	TOTAL
Total Contract Services	**17,400.00**
Facilities and Equipment	
Building Renovations	120,000.00
Electricity	15,000.00
Equip Rental and Maintenance	3,000.00
Equipment	16,000.00
Heating Fuel	7,500.00
Insurance	
Insurance - Package Policy	11,000.00
Workers Comp Insurance	4,000.00
Total Insurance	**15,000.00**
Maintenance	2,000.00
Sewer Fees	900.00
Water Expense	1,500.00
Total Facilities and Equipment	**180,900.00**
Operations	
Fundraising Expenses	
5K Fundraiser	1,400.00
Benefit Brunch Expenses	6,500.00
Other Fundraisers	500.00
Union House Fundraiser	1,000.00
Total Fundraising Expenses	**9,400.00**
Office Expense	1,000.00
Postage, Mailing Service	1,000.00
Printing and Copying	2,500.00
Security System	900.00
Supplies	4,000.00
Telephone, Telecommunications	7,500.00
Website management	5,000.00
Total Operations	**31,300.00**
Other Types of Expenses	
Board Expenses	1,000.00
Other Costs	4,000.00
Total Other Types of Expenses	**5,000.00**
Payroll Expenses	
Assistant Director	
Assistant Director/32	45,860.00
Health Insurance Supplement	6,287.00
Total Assistant Director	**52,147.00**
Development Specialist	31,200.00
Event Specialist	5,980.00
Executive Director	
Director Salary	78,120.00

Seeds of Hope Neighborhood Center

Budget Overview: FY2025 Budget - FY25 P&L

January - December 2025

	TOTAL
Health Insurance Supplement	8,352.00
Total Executive Director	**86,472.00**
Grant Writer	6,000.00
Operations Coordinator	34,775.00
Payroll Taxes FICA & Unemp.	35,000.00
Resource Support Specialist	56,600.00
Seeds of Hope Staff	10,400.00
Total Payroll Expenses	**318,574.00**
Program Expenses	
Director Discretionary Fund	4,000.00
Food, Paper Products etc	60,000.00
Overnight Program Expenses	365,000.00
Warming Center Expenses	164,110.00
Total Program Expenses	**593,110.00**
Staff & Volunteer Training & Recognition	
Conference, Convention, Meeting	3,500.00
Staff & Volunteer Recognition	2,500.00
Staff & Volunteer Training	1,000.00
Travel	500.00
Total Staff & Volunteer Training & Recognition	**7,500.00**
Total Expenditures	**$1,153,784.00**
NET OPERATING REVENUE	**$ -178,130.00**
NET REVENUE	**$ -178,130.00**

Esther Residence
"Out of darkness, finding a path to light and freedom."

March 3, 2025
City Council of Biddeford P.O. Box 586
Biddeford, ME 04005

Dear Council members:
On behalf of Esther Residence, I submit this request to the Biddeford City Council for consideration to be included in the City of Biddeford Municipal Services budget for FY26. Our organization was established by women, for women, to help them regain control of their life and move past personal and economic injustices that have put them on a challenging path often following incarceration. This request for $5,000 will support the multitude of services needed by women to become productive members of the community.

The mission of Esther Residence is to provide guidance in a safe and nurturing environment to women desiring to make positive life changes. Esther Residence provides transitional housing to women who have been incarcerated, have been to a substance abuse treatment center, or need supportive sober housing. Support is offered to the women to enable them to become involved in the recovery community as well as mental health and substance abuse counseling. Support is provided for referrals and services that residents need to become healthy, functioning members of society, and of their families. A family coach is offered to women who want re-unification with their children and family.

The Esther Residence and its work serves a group that is not likely to be funded by mainstream funding sources due to societal preconditions around helping women who have been formerly incarcerated. The agency was founded nearly twenty years ago and is committed to continue helping women who have suffered so much in their lives, to offer support, caring, direction so they can go forward as single women who will continue to live a recovery lifestyle, have belief in themselves, and make contributions in the world around them. Esther Residence believes in partnership and volunteerism and has a history of engaging with the recovery community, Seeds of Hope, Caring Unlimited, and other organizations.

Social and economic justice are a big part of the work we do for these women. In lifting them up, stability, respect, social standing, spirit, and community are all healed, and this is our message to the broader footprint in southern Maine. It is our goal to educate others in spreading the word and identifying needed resources. This is most effectively done by offering examples of the women who have been served at Esther Residence and carefully sharing their backgrounds to show how trauma and struggles have previously put them on downward path. Later, in gratitude, we can demonstrate the value of contributions of time and resources to support women in their transition.

Thank you for your consideration. Feel free to contact me with any questions or details that you may require. Warmly,

Joanne Roy, Executive Director
Email: joanne_roy@aol.com, Phone: 207.283.0323

Joanne Roy

Esther Residence | P.O. Box 296, Saco, ME, 04072| estherresidence.org

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine.org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Esther Residence

Principal Address: 27 Thornton Ave. Saco, ME 04072

Executive Director: Sister Joanne Roy, LCSW, LADC, SCIM

Contact Person/Phone Number: Sister Joanne Roy/ 283-0323

Est. Total Agency Budget for 2024/2025: 398,000 (January – December)

Actual 2023/2024 Budget: 234,481 (January – December)

Amount requested from the

City of Biddeford: $5,000

What percent of your annual budget does this request represent: .012%

What percent of this request will be used towards salaries: ____30%

What percent of this request will be used towards direct services/programming:
____70%

Please provide your agency's mission statement:

The mission of Esther Residence is to provide guidance in a safe and nurturing environment to women desiring to make positive life changes.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

The number of women in Maine's jails and prisons has increased significantly over the past decade. More women than men are convicted of drug crimes. 59% of all women compared to 45% of all men sentenced to federal prison are serving time for drug offenses. (2025, National Center for Drug Abuse Statistics.)

Over the past quarter century, there has been a profound change in the involvement of women within the criminal legal system. This is the result of more expansive law enforcement efforts, stiffer drug sentencing laws, and post-conviction barriers to reentry that uniquely affect women. The female incarcerated population stands almost seven times higher than in 1980. Over sixty percent (62%) of imprisoned women in state prisons have a child under the age of 18.[1]

- Between 1980 and 2022, the number of incarcerated women increased by more than 585%, rising from a total of 26,326 in 1980 to 180,684 in 2022. While 2020 saw a substantial downsizing due to the COVID-19 pandemic, this trend reversed with an 18% increase in 2022. Women in state prisons are more likely than men to be incarcerated for a drug or property offense. Twenty-five percent of women in prison have been convicted of a drug offense, compared to 12% of men in prison; 19% of incarcerated women have been convicted of a property crime, compared to 13% among incarcerated men.
- The proportion of imprisoned women convicted of a drug offense has increased from 12% in 1986 to 25% in 2021. (Kristen M. Budd, Ph.D., July 24, 2024)
- Maine Department of Corrections reports that of women who were incarcerated in 2024 , 26% were incarcerated due to drug trafficking/possession.
-

Esther Residence is the only sober house specializing in women coming out of incarceration in the Saco-Biddeford area.

How is that need determined or measured? Where did these statistics come from?

2025, National Center for Drug Abuse Statistics.
Kristen M. Budd, Ph.D.
Senior Research Analyst, sentencingproject.org/
Maine Department of Corrections

How is your program attempting to meet that need and what is the outcome that you expect to achieve?(Please be as specific as possible)

Esther Residence provides a safe, nurturing community based on safety, respect and dignity for women coming out of incarceration or drug treatment programs who would otherwise be unhoused by supporting them with case management services which include: assistance securing employment, access to medical, dental and mental health services, supporting educational goals, reunification with children and families, assistance with applications for subsidized and affordable housing, financial literacy and planning for independent living.

What sets Esther Residence apart is its holistic approach to reintegration. The program emphasizes personal growth by helping each woman identify and celebrate her strengths and gifts. Residents engage in daily activities such as cooking, cleaning, and budgeting, and receive assistance in securing employment or pursuing education. The residence also fosters healthy connections to family (when appropriate) and the larger community, serving as a bridge to a stable and independent life.

The program's foundation in the mission of the Good Shepherd Sisters, who have a long history of aiding marginalized women, further underscores its unique commitment to dignity, respect, and comprehensive support.

Our goal is to enable our residents to live a life of sobriety, and transition to independent living, breaking the cycle of poverty and becoming productive members of our communities.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

From 2020-2024 the total number of admissions was 46 (4 women were re-admitted). Of these, 33 transitioned with long term planning and have done well. 4 were not yet ready to make changes when they left. Of our former residents, 20 women have been in touch and remain in recovery and reconnecting with family. We have former residents who are now working with the unhoused population. Due to the nature of the population being served, maintaining data on discharged residents presents unique challenges.

We evaluate our program on an ongoing basis and make changes as needed. We are currently reviewing our policies with staff, board and assistance director to make additional changes to engage women at the onset and include more drug treatment and group activities that foster fun leisure activities with our residents.

During their stay at Esther Residence, women have made various decisions: returned to their husbands,

ended unhealthy relationships, started a new family and have young children. Others were promoted to managerial positions, started their own business, and several have retired and are finding time for new interests. Residents have worked at obtaining high school equivalency with staff assistance, continued college courses on-line, completed a CRNA course, regained driver licenses, applied for housing, worked with substance abuse and mental health counselors, attended AA/NA meetings, met with a sponsor, and now meet with our new Family Coach. Several former residents help their children with childcare and enjoy time with their grandchildren. One of our Board Members is a former resident who is a wonderful contributor. As an agency, we have sought grants to assist the women with dental needs, eye exams/glasses, clothing/shoes needed for new jobs and help with deposits on their first apartment. With the help of our supporters and volunteers we are able to help furnish those apartments. Our greatest achievements can be measured in the successes of these courageous women who focus on their goals of recovery despite their history of trauma, abuse, mental health diagnoses, and substance abuse. They have challenged themselves to continue despite many setbacks. Every day of sobriety is a success, every relapse an opportunity to learn, grow and resume the journey.

Client eligibility criteria:

Services are provided to women in need of sober housing regardless of race, creed, sexual orientation and national origin. Women must be able/willing to obtain employment and/or attend school full time. Women complete our application and participate in a full assessment by a licensed social worker prior to being accepted.

Describe any fee or payment structure your organization charges for services:

Residents are assisted to apply to various agencies to receive 2 months of "free" rent when they enter Esther Residence. This allows them to transition successfully, connect with the recovery community, set up medical and mental health appointments and seek employment. After this period, residents are charged $600 per month which includes 5 family meals, available washer and dryer, over the counter medications, household items, internet, etc.

Describe services provided:

Staff support 24/7, trauma informed care, case management, access to healthy leisure activities, transportation to appointments, family coaching, drug testing, coordination with probation, weekly house meeting where our women learn how to share issues with group and support one another, weekly goal setting and monitoring, celebration of milestones, access to community speakers and volunteers who teach yoga, art, dance, etc.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the city:

We have and have had women who lived in Biddeford. Additionally, our women work and shop in Biddeford, obtain substance abuse treatment in Biddeford, have taken part in adult education in Biddeford, and have obtained apartments in Biddeford.

Define a unit of service as it pertains to the program:

Total Cost Per Unit (total expenses divided by total units) A Unit of Service is an hour of care in a day and includes all of the services that have been discussed above. This formula represents an avg of 15 residents, 365 days per year, 8 hours a day though supervision is given for the full day.

Expense: 398,000.00/43800 Service Units = $9.086 Cost Per Unit - Workday calculation.

Does your agency collaborate with any other non-profit organizations to maximize the use of the fundsyou receive? If yes, please explain. YES

Member of MARR (Maine Assoc. of Recovery Residencies)

Our women use:

SUD (Substance use Diagnosis Treatment), Counseling Services (IOP, PHP, Individual).

NA, AA meetings, and Alcathons group events.

McArthur Library art classes.

My Sister's Keeper mentoring program developing relationships with women while incarcerated and continuing to support them when they leave incarcerated.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

No

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Enclosed

Part 2

What accommodations are made to those applicants with zero income?

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Funding sources for program:

REVENUE				

FY26 Request for Funding	% of Salaries	% of Programming		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				
State				
County				
Municipal				
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants				
Other Income/Surplus				
In-kind Contributions				
Totals:				
EXPENSES				
Salaries/Benefits				
Other operating expenses				

Total number of individuals served (unduplicated): _____

Total number of units provided: _____

Total number of individuals served from Biddeford: _____

Percent of total client count that are residents of the City of Biddeford: _____

What other municipalities provide financial assistance and how much does each provide?

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

Per capita cost of service(s); each individual counted only once:

Unit of service cost: _____

How many members of your agency have authority to decide where/how your funds will be spent?

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of last audited financial statement.

Agencies NOT REQUIRED to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates

VALIDATION

I, Sister Joanne Roy, LCSW, LADC, SCIM , of Esther Residence
(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

Executive Director .
(Title)

Sr Joanne Roy
Signature/Title

March 3, 2025
Date

*****ADDITIONAL INFORMATION*****

Esther Residence – Proposal Narrative
Proposal for City of Biddeford- FY26 Municipal Services Budget requests
Request Budget Support of $5,000

Budget Request
The Esther Residence, Inc. (Esther Residence) requests support to enable formerly addicted and/or incarcerated women to reestablish their work, family, and personal confidence as they embark on a fresh start to become contributors in society.

Mission and Purpose
The Esther Residence's mission is to provide guidance in a safe and nurturing environment to women desiring to make positive life changes. The Esther Residences goals are:

- To provide a safe, nurturing home based on safety, respect and dignity for women coming out of incarceration due to substance abuse.
- To promote independence and healthy connections to family and community.
- To assist with access to physical and mental health services.
- To support educational and employment opportunities.
- To encourage maintenance of healthy, sober living.
- To foster healthy parenting skills and re-unification with children and family members.

Background and History
Esther Residence provides transitional housing to women who have been incarcerated, have been to a substance abuse treatment center or need supportive sober housing. Support is offered to the women to enable them to become involved in the recovery community, mental health, and substance abuse counseling. Further support is provided for referrals and services that residents need to become healthy, functioning members of society and their families. Esther Residence provides residents with case management services which include, goal setting, monitoring of these goals, accessing medical, vision and dental services, counseling, sober living supports, and access to jobs, housing, and education. The agency's women are offered parenting support, trauma informed yoga, financial literacy training, cooking classes and group leisure activities.

Program Need
Esther Residence provides transitional housing to women who have been incarcerated, have been to a substance abuse treatment center or need supportive sober housing. Support is offered to the women to enable them to become involved in the recovery community, mental health, and substance abuse counseling. Further support is provided for referrals and services that residents need to become healthy, functioning members of society and their families. Esther Residence is measured by the successes of these courageous women who focus on their goals of recovery despite their history of trauma, abuse, mental health diagnoses, and substance abuse. They have challenged themselves to continue notwithstanding many setbacks. Every day of sobriety is a success, every relapse an opportunity to learn, grow and resume the journey.

Population Demographics and Support
The Esther Residence provides positive impact to community Improvement, movement forward from prior history with crime and/or legal issues, and recovery from substance abuse. The

majority of people served by the work proposed are or will be incarcerated or formerly incarcerated as well as those that have been addicted to substances and are in recovery, working to rebuild their lives.

People Served

The target population served are women who have been formerly incarcerated, who would otherwise be unhoused and who are often struggling with addiction and recovery. We house approximately 15 per year.

Outcomes

The outcomes desired as a result of this program are to:

- Support residents with identifying and pursuing a life path following incarceration and addiction.
- Provide connections with community organizations that can guide residents in positively moving forward.
- Empower women to become independent, contributing members of their community and families.

Measurement

Measurement will be tracked through attendance and results of all Esther Residence programming. This data will be tracked by Esther Residence staff members.

Program Accessibility

Services are provided to women in need regardless of race, creed, sexual orientation, and national origin.

Leadership

This program is led by Joanne Roy, Executive Director. Her qualifications are as Licensed Clinical Social Worker, Licensed Alcohol /Drug Counselor. Programming and strategic planning is also supported by the Board of Directors.

Testimonial

"They keep us accountable and give us freedom, but not too much. We earn time out rather than total freedom right off the bat. We make goals – short and long. These nuns have given the past 10 years to this house. They live there 24-7 and act as our new found family. We laugh and do things together as sober women. They help as many women as they can learn how to live clean and sober after incarceration or rehab. A lot of women get released from jail and go back to the same situation they were in when they went to jail or prison, so this is giving them a new way of life." – Resident

ROMAN CATHOLIC DIOCESE *of* PORTLAND

510 Ocean Avenue
Portland, Maine 04103-4936

Telephone: 207.773.6471
Facsimile: 207.773.0182
Website: www.portlanddiocese.org

November 7, 2013

Sr. Joanne Roy, SCIM
27 Thornton Ave
Saco, ME 04072-2720

Re: Inclusion in USCCB Group Ruling (GEN 0928)

Dear Sr. Joanne:

I have reviewed the application submitted by **Esther Residence** for inclusion in the United States Conference of Catholic Bishops ("USCCB") group tax exemption ("Group Ruling") and listing in the Official Catholic Directory ("OCD"). Based upon the application and supporting documentation you submitted, I have recommended that the USCCB include your organization in the Group Ruling and OCD. Form 0928-1, Request for Inclusion in USCCB Group Ruling, was submitted to USCCB for its approval.

The USCCB has issued to the Diocese of Portland a Notice of Acceptance for your organization. Enclosed is the Notice received from the USCCB.

A Notice of Acceptance from the USCCB establishes an organization's exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code ("Code") until publication of the next edition of the OCD. In addition, your organization will appear in the IRS Exempt Organizations Business Master File ("EOBMF") as a charity. Nonprofit organizations, such as GuideStar, use the EOBMF to populate their databases of exempt organizations.

Annual Filing Requirement. There is no automatic exemption from the Form 990/EZ/N filing requirement for organizations included in the USCCB Group Ruling. The USCCB sends the Form 0928-1 to the IRS recommending your organization's public charity status (for example, § 170(b)(1)(A)(i), § 509(a)(2), etc.) and whether your organization is or is not required to file a Form 990/EZ/N each year.

It is your responsibility to ensure that IRS records (for example, the EOBMF) have your organization's correct public charity status and filing requirement. Failure to ensure that your organization has the appropriate filing requirement can lead to adverse tax

Sr. Rita-Mae Bissonnette, RSR
207-773-6471 Ext. 7818
Ritamae.Bissonnette@portlanddiocese.org

consequences, and possible revocation of tax-exempt status for failing to file a Form 990/EZ/N for three consecutive years.

Important note: You must file a Form 990/EZ/N each year, unless you are certain that your organization is not required to file. Failure to file a required return may result in automatic revocation of tax-exempt status under § 6033(j) of the Code. If you think your organization is not required to file, you can file with the IRS for a determination that it is exempt from filing.

Please inform this office promptly of any changes in Esther Residence's name, address, or corporate form, and of any material changes in its purposes, activities, or sources of support.

You should retain a copy of this letter in your organization's permanent files.

Sincerely,

Sr Rita-Mae

(Sr.) Rita-Mae Bissonnette, RSR
Chancellor

Sr. Rita-Mae Bissonnette, RSR
207-773-6471 Ext. 7818
Ritamae.Bissonnette@portlanddiocese.org

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1817 2024

The Official Catholic Directory

Anno Domini

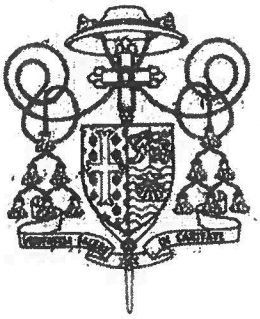
2024

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Diocese of Portland (In Maine)

(Dioecesis Portlandensis)



MOST REVEREND ROBERT P. DEELEY

Bishop of Portland; ordained July 14, 1973; appointed Titular Bishop of Kearney and Auxiliary Bishop of Boston November 9, 2012; ordained Bishop January [illegible]; appointed Bishop of Portland December 18, 2013; installed February 14, 2014. Office: 510 Ocean Ave., Portland, ME 04103-4936.

Chancery: 510 Ocean Ave., Portland, ME 04103-4936. T: 207-773-6471; F: 207-773-0182.

ESTABLISHED JULY 29, 1853.

Square Miles 35,385.

Comprises the State of Maine.

Corporate Title: Roman Catholic Bishop of Portland, a Corporation Sole. This Corporation is comprised of the Diocesan parishes, missions, churches, rectories, schools, departments and other Diocesan activities. These listings do not connote separate civil status (legal, tax, or otherwise) for any such listed activity, departments, entities or personnel that are comprised within the Roman Catholic Bishop of Portland, a Corporation Sole.

The list below also includes organizations which are separate from the Roman Catholic Bishop of Portland, a Corporation Sole.

For the legal titles of other diocesan-related institutions that are not part of the Roman Catholic Diocese of Portland, please consult Chancery.

STATISTICAL OVERVIEW

Personnel	
Bishop	1
Priests: Diocesan Active in Diocese	32
Priests: Retired, Sick or Absent	57
Number of Diocesan Priests	89
Religious Priests in Diocese	39
Total Priests in your Diocese	128
Extern Priests in Diocese	16
Ordinations:	
Permanent Deacons	1
Permanent Deacons in Diocese	52
Total Brothers	8
Total Sisters	141
Parishes	
Parishes	48
With Resident Pastor:	
Resident Diocesan Priests	34
Resident Religious Priests	9
Without Resident Pastor:	
Administered by Priests	15
Professional Ministry Personnel:	
Sisters	4
Lay Ministers	30

Welfare	
Catholic Hospitals	2
Total Assisted	553,460
Homes for the Aged	6
Total Assisted	817
Day Care Centers	1
Total Assisted	45
Special Centers for Social Services	1
Total Assisted	54,911
Other Institutions	3
Total Assisted	516
Educational	
Diocesan Students in Other Seminaries	9
Total Seminarians	9
Colleges and Universities	1
Total Students	1,454
High Schools, Diocesan and Parish	1
Total Students	137
High Schools, Private	1
Total Students	343
Elementary Schools, Diocesan and Parish	8
Total Students	1,613
Elementary Schools, Private	1
Total Students	197

Catechesis / Religious Education:	
High School Students	
Elementary Students	
Total Students under Catholic Instruction	
Teachers in Diocese:	
Priests	
Sisters	
Lay Teachers	
Vital Statistics	
Receptions into the Church:	
Infant Baptism Totals	
Minor Baptism Totals	
Adult Baptism Totals	
Received into Full Communion	
First Communions	
Confirmations	
Marriages:	
Catholic	
Interfaith	
Total Marriages	
Deaths	
Total Catholic Population	
Total Population	

Andover, MA. Cindy Segar-Miller, Pres.; Staff: 14
*St. Mary's d'Youville Pavilion - 102 Campus Ave., Lewiston, ME 04240 t) 207-777-4200 www.stmarysdyouville.org Sponsored by St. Mary's Health System (a member of Covenant Health in Andover, MA) Philip Hickey, Admin.; Rev. Arockiasmy Santhiyagu, H.G.N. (India), Priest; John Baugher, Chap.; Charles Demm, Dir.;
*St. Mary's Regional Medical Center - 93 Campus Ave., Lewiston, ME 04240; Mailing: P.O. Box 291, Lewiston, ME 04243-0291 t) (207) 777-8802 Sponsored by St. Mary's Health System (a member of Covenant Health in Andover, MA) Cindy Segar-Miller, Pres.; Rev. Arockiasmy Santhiyagu, H.G.N. (India), Priest; John Baugher, Chap.; Charles Demm, Dir.; Bed Capacity: 170; Asstd. Annu.: 286,825; Staff: 1,154
St. Mary's Nutrition Center of Maine - t) 207-513-3847 Kirsten Walter, Dir.;
St. Mary's Residences - 100 Campus Ave., Lewiston, ME 04240 t) (207) 777-8832 (Formerly: Maison Marcotte) Cindy Segar-Miller, Pres.; Larry Morin, Dir.;

PORTLAND
DBH Management II, Inc. - 510 Ocean Ave., Portland, ME 04103 t) 207-660-9229 mike@dbhmanagement.org Scott Graff, Treas.; Michael Pease, Dir.; Most Rev. Robert P. Deeley, Pres.;
DBH Management, Inc. - 510 Ocean Ave., Portland, ME 04103-4936 t) 207-660-9229 mike@dbhmanagement.org Sponsored by: Roman Catholic Diocese of Portland. Scott Graff, Treas.; Michael Pease, Dir.;

MONASTERIES AND RESIDENCES FOR PRIESTS AND BROTHERS [MON]

ALFRED
Brothers of Christian Instruction - 125 Shaker Hill Rd., Alfred, ME 04002; Mailing: P.O. Box 159, 125 Shaker Hill Rd., Alfred, ME 04002-0159 t) 207-324-1017 x3 djcaron43@yahoo.com Bro. Daniel Caron, F.I.C., Prov. Asst.; Bro.: 8

KENNEBUNK
Society of Franciscan Fathers of Greene, Maine - 28 Beach Ave., Kennebunk, ME 04043-7628; Mailing: P.O. Box 980, Kennebunkport, ME 04046-0980 t) 207-967-2011 brolis.aurelijus@gmail.com www.framon.net Rev. Aurelijus Gricius, O.F.M., Supr.; Rev. Algirdas Malakauskis, OFM (Lithuania), Vicar; Rev. John J. Bacevicius, O.F.M., Mem.; Rev. Andrew R. Bisson, O.F.M., Mem.; Priests: 4

PORTLAND
St. Ignatius Residence (The Jesuits of Maine) - 492 Ocean Ave., Portland, ME 04103-4936; Mailing: 292 Ocican Ave, Portland, ME 04103 t) (207) 775-7575 bconleysj@gmail.com Jesuit Fathers (Northeast Prov.). Rev. Kevin Hughes, SJ; Rev. Brian J. Conley, SJ, Supr.; Rev. John R. d'Anjou, S.J., Mem.; Rev. Robert Pecoraro, S.J., Mem.; Rev. Paul Sullivan, S.J., Mem.; Priests: 5

NURSING / REHABILITATION / CONVALESCENCE / ELDERLY CARE [NUR]

AUGUSTA
Roncalli Apartments, Inc. - 144 State St., Augusta, ME 04330; Mailing: 510 Ocean Ave., Portland, ME 04103-4936 t) 207-512-4248 mharris@dbhmanagement.org www.roncalliapartments.com Sponsor: Roman Catholic Diocese of Portland. Michael Pease, Dir.; Scott Graff, Treas.; Asstd. Annu.: 42; Staff: 3

BANGOR
St. Xavier's Home - 119 Somerset St., Bangor, ME 04401-5334; Mailing: 510 Ocean Ave., Portland, ME 04103-4936 t) 207-942-2108 mike@dbhmanagement.org Sponsor: Roman Catholic Diocese of Portland. Scott Graff, Treas.; Asstd. Annu.: 20; Staff: 3

BIDDEFORD
St. Andre Health Care & Facility - 407 Pool St., Biddeford, ME 04005-9716 t) 207-282-5171 salaimo@covh.org standre.org Sponsored by Covenant Health, Inc., Tewksbury, MA. Sandra Lucas, Pst. Min./Coord.; Stephen Alaimo, Pres.; Asstd. Annu.: 320; Staff: 125

PORTLAND
Deering Pavilion - 880 Forest Ave., Portland, ME 04103-4128 t) 207-797-8777 info@deeringpavilion.com www.deeringpavilion.com Diocesan Bureau of Housing Joanne Bean, Admin.; Scott Graff, Treas.; Asstd. Annu.: 224; Staff: 8

WATERVILLE
St. Francis Apartments, Inc. - 52 Elm St., Waterville, ME 04901-6015; Mailing: 510 Ocean Ave., Portland, ME 04103-4936 t) 207-660-9256 mharris@dbhmanagement.org Scott Graff, Treas.; Michael Pease, Dir.; Asstd. Annu.: 47; Staff: 3
Seton Village Inc. - 1 Carver St., Waterville, ME 04901-5739; Mailing: 510 Ocean Ave., Portland, ME 04103-4936 t) 207-873-0178 robin@dbhmanagement.org Most Rev. Robert P. Deeley, Pres.; Michael Pease, Dir.; Scott Graff, Treas.; Asstd. Annu.: 164; Staff: 6

RETREAT HOUSES / RENEWAL CENTERS [RTR]

FRENCHVILLE
Christian Life Center - 444 U.S. Rte. 1, Frenchville, ME 04745-0530; Mailing: 309 St. Thomas St. Ste 103, Madawaska, ME 04756-1278 t) 207-728-7531 judy.lavoie@portlanddiocese.org; antony.mariadoss@portlanddiocese.org clc4me.org Rev. Alex Anthony Maria Doss, H.G.N. (India), Dir.; Very Rev. Jean-Paul Labrie, Dean;

SPECIAL CARE FACILITIES [SPF]

BANGOR
St. Andre Home, Inc. - 1200 Ohio St., Bangor, ME 04401; Mailing: PO Box 2373, Bangor, ME 04402-2373 t) 207-282-3351 cnason@saintandrehome.org www.courageliveme.org Mental health, case management, and outreach services for survivors and families of human trafficking and other forms of abuse. Carey Nason, Dir.; Asstd. Annu.: 300; Staff: 10

LEWISTON
*St. Martin de Porres Residence, Inc. (St. Catherine Of Siena Residence) - 23 Bartlett St., Lewiston, ME 04240-6804; Mailing: P.O. Box 7227, Lewiston, ME 04243-7227 t) 207-786-4690; 207-241-7511 (Women's Residence) stmdeporres@outlook.com Andrew Phinney, Dir.; Bed Capacity: 18; Asstd. Annu.: 200; Staff: 10

SACO
Esther Residence - 27 Thornton Ave., Saco, ME 04072-2720 t) 207-283-0323 royjoanne59@gmail.com www.estheresidence.org Transitional housing for women coming out of incarceration, Ministry of Servants of the Immaculate Heart of Mary. Sr. Joanne Roy, S.C.I.M., Dir.; Bed Capacity: 9; Asstd. Annu.: 16; Staff: 5

An asterisk (*) denotes an organization that has established tax-exempt status directly with the IRS and is not covered by the USCCB Group Ruling.

** Electronically signed at the Form 990 Online Website (efile.form990.org) **

Form **8453-TE**

Tax Exempt Entity Declaration and Signature for E-file

OMB No. 1545-0047

2023

Department of the Treasury
Internal Revenue Service

For calendar year 2023, or tax year beginning 01/01/2023 and ending 12/31/2023

For use with Forms 990, 990-EZ, 990-PF, 990-T, 1120-POL, 4720, 8868, 5227, 5330, and 8038-CP
Go to *www.irs.gov/Form8453TE* for the latest information.

Name of filer	EIN or SSN
ESTHER RESIDENCE	45-2647234

Part I Type of Return and Return Information

Check the box for the type of return being filed with Form 8453-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a**, **2a**, **3a**, **4a**, **5a**, **6a**, **7a**, **8a**, **9a**, or **10a** below, and the amount on that line of the return being filed with this form was blank, then leave line **1b**, **2b**, **3b**, **4b**, **5b**, **6b**, **7b**, **8b**, **9b**, or **10b**, whichever is applicable, blank (do not enter -0-). If you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here . .	☑	b **Total revenue**, if any (Form 990, Part VIII, column (A), line 12) . .	1b	325,875
2a	**Form 990-EZ** check here .	☐	b **Total revenue**, if any (Form 990-EZ, line 9)	2b	
3a	**Form 1120-POL** check here	☐	b **Total tax** (Form 1120-POL, line 22)	3b	
4a	**Form 990-PF** check here .	☐	b **Tax based on investment income** (Form 990-PF, Part V, line 5) .	4b	
5a	**Form 8868** check here . .	☐	b **Balance due** (Form 8868, line 3c)	5b	
6a	**Form 990-T** check here .	☐	b **Total tax** (Form 990-T, Part III, line 4)	6b	
7a	**Form 4720** check here . .	☐	b **Total tax** (Form 4720, Part III, line 1)	7b	
8a	**Form 5227** check here . .	☐	b **FMV of assets at end of tax year** (Form 5227, Item D)	8b	
9a	**Form 5330** check here . .	☐	b **Tax due** (Form 5330, Part II, line 19)	9b	
10a	**Form 8038-CP** check here	☐	b **Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration of Officer or Person Subject to Tax

11a ☐ I authorize the U.S. Treasury and its designated Financial Agent to initiate an Automated Clearing House (ACH) electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment.

b ☐ If a copy of this return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I certify that I executed the electronic disclosure consent contained within this return allowing disclosure by the IRS of this Form 990/990-EZ/990-PF (as specifically identified in Part I above) to the selected state agency(ies).

Under penalties of perjury, I declare that ☑ I am an officer of the above named entity or ☐ I am the person subject to tax with respect to (name of entity) _____, (EIN) _____, and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund.

Sign Here	JOANNE ROY	November 07, 2024	JOANNE ROY, EXECUTIVE DIRECTOR
	Signature of officer or person subject to tax	Date	Title, if applicable

Part III Declaration of Electronic Return Originator (ERO) and Paid Preparer (see instructions)

I declare that I have reviewed the above return and that the entries on Form 8453-TE are complete and correct to the best of my knowledge. If I am only a collector, I am not responsible for reviewing the return and only declare that this form accurately reflects the data on the return. The entity officer or person subject to tax will have signed this form before I submit the return. I will give a copy of all forms and information to be filed with the IRS to the officer or person subject to tax, and have followed all other requirements in Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns. If I am also the Paid Preparer, under penalties of perjury I declare that I have examined the above return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. This Paid Preparer declaration is based on all information of which I have any knowledge.

ERO's Use Only	ERO's signature	Date	Check if also paid preparer ☐	Check if self-employed ☐	ERO's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code				EIN / Phone no.

Under penalties of perjury, I declare that I have examined the above return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer is based on all information of which the preparer has any knowledge.

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed ☐	PTIN
	Firm's name			Firm's EIN	
	Firm's address			Phone no.	

For Privacy Act and Paperwork Reduction Act Notice, see back of form. Cat. No. 31574T Form **8453-TE** (2023)

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2023 calendar year, or tax year beginning 01/01/2023 and ending 12/31/2023

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization ESTHER RESIDENCE

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 27 THORNTON AVE

Room/suite

City or town, state or province, country, and ZIP or foreign postal code: SACO, ME 04072

D Employer identification number: 45-2647234

E Telephone number: 207-283-0323

G Gross receipts $: 325,875

F Name and address of principal officer: SR JOANNE ROY
27 THORNTON AVE, SACO, ME 04072

H(a) Is this a group return for subordinates? ☐ Yes ☑ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions.

H(c) Group exemption number: 0928

I Tax-exempt status: ☑ 501(c)(3) ☐ 501(c) ( ) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: www.estherresidence.org

K Form of organization: ☑ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 2011

M State of legal domicile: ME

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: TRANSITIONAL HOUSING FOR WOMEN LEAVING INCARCERATION. ESTHER RESIDENCE PROVIDES A SAFE, NURTURING COMMUNITY THAT IS BASED ON SAFETY, RESPECT AND DIGNITY

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	14
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	14
5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	2
6	Total number of volunteers (estimate if necessary)	6	13
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

		Prior Year	Current Year
Revenue			
8	Contributions and grants (Part VIII, line 1h)	130,034	290,129
9	Program service revenue (Part VIII, line 2g)	24,717	28,491
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,969	7,255
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0	0
12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	156,720	325,875
Expenses			
13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	62,056	38,374
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
b	Total fundraising expenses (Part IX, column (D), line 25) 5,760		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	45,417	304,402
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	107,473	342,776
19	Revenue less expenses. Subtract line 18 from line 12	49,247	-16,901

		Beginning of Current Year	End of Year
Net Assets or Fund Balances			
20	Total assets (Part X, line 16)	2,208,037	2,573,250
21	Total liabilities (Part X, line 26)	0	100,000
22	Net assets or fund balances. Subtract line 21 from line 20	2,208,037	2,473,250

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer — Date

JOANNE ROY, EXECUTIVE DIRECTOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name			Firm's EIN	
Firm's address			Phone no.	

May the IRS discuss this return with the preparer shown above? See instructions ☐ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions. Cat. No. 11282Y Form **990** (2023)

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III . . . . . ☐

1 Briefly describe the organization's mission:

TO PROVIDE GUIDANCE IN A SAFE AND NURTURING ENVIRONMENT TO WOMEN DESIRING TO MAKE POSITIVE LIFE CHANGES

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . ☐ Yes ☑ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . ☐ Yes ☑ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 83,009 including grants of $) (Revenue $ 324,134)

2023 was a challenging year dealing with a financial scam and a roof corner blown open. We bought the house and a car and Covid made a short presence. On the bright side, 3 grants were renewed and new ones received, our volunteers increased, and presenters led groups on art, yoga, savings/budgeting and ecology. Also, 3 local churches had funding events for us. 19 women were residents in 2023 with an average stay of 3.5 months. Everyone has a diagnosis of SUD, MH & PTSD. Of these 6 were here 6 months (4 another 6 mo. in 2022) and 8 had less than 30 days making poor decisions. We revised our program to include more time in AA/NA meetings and Recovery workshops. Those who relapsed were guided to revise their goals. We provided daily case management to access medical, mental health, dental additional interest, education, and subsidized housing. A Family Coach continues to help them reconnect with family/children. We continue to seek grants to help provide needs: clothing, dental, education, new activities and new interests. This year, many former residents reached out to us for food, clothing, help with securing housing, driving them to enter detox and long-term programs. They are always welcome to drop in and they see us as family that is there for them. Donated professional fees was $180,000 from 3 Nuns. Long term plan is in place for 2 Sisters to

(Continued on Schedule O, Statement 1)

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)
(Expenses $ 0 including grants of $ 0) (Revenue $ 0)

4e Total program service expenses 83,009

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	✔	
2	Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	2	✔	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		✔
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		✔
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	5		✔
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		✔
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		✔
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		✔
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		✔
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		✔
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	✔	
b	Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		✔
c	Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		✔
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d	✔	
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		✔
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		✔
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		✔
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		✔
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		✔
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		✔
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		✔
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		✔
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		✔
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		✔
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18	✔	
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		✔
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		✔
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		✔

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		✔
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		✔
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		✔
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		✔
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		✔
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		✔
27	*Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key* employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		✔
28	Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		✔
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		✔
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		✔
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	29		✔
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		✔
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		✔
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		✔
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		✔
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34	✔	
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		✔
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		✔
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		✔
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	✔	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c		✔	

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return 2a 2			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	✔	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a		✔
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*	3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		✔
b	If "Yes," enter the name of the foreign country ---------- See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		✔
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		✔
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		✔
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7	**Organizations that may receive deductible contributions under section 170(c).**			
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a	✔	
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	✔	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		✔
d	If "Yes," indicate the number of Forms 8282 filed during the year 7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		✔
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		✔
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		✔
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		✔
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
9	**Sponsoring organizations maintaining donor advised funds.**			
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
10	**Section 501(c)(7) organizations.** Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12 10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b			
11	**Section 501(c)(12) organizations.** Enter:			
a	Gross income from members or shareholders 11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**			
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.	13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b			
c	Enter the amount of reserves on hand 13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a		✔
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*	14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15		✔
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16		✔
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person, engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.	17		

Part VI **Governance, Management, and Disclosure.** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI . . . . . ☑

Section A. Governing Body and Management

			Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year . . If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	1a 14		
b	Enter the number of voting members included on line 1a, above, who are independent .	1b 14		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		✔
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? .	3		✔
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		✔
5	Did the organization become aware during the year of a significant diversion of the organization's assets? .	5	✔	
6	Did the organization have members or stockholders?	6		✔
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		✔
b	*Are any governance decisions of the organization reserved to (or subject to approval by) members,* stockholders, or persons other than the governing body?	7b	✔	
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a	The governing body?	8a	✔	
b	Each committee with authority to act on behalf of the governing body?	8b		✔
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9		✔

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		✔
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	✔	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	✔	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	✔	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c	✔	
13	Did the organization have a written whistleblower policy?	13	✔	
14	Did the organization have a written document retention and destruction policy?	14	✔	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		✔
b	*Other officers or key employees of the organization*	15b		✔
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		✔
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed None

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☑ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records.

SR JOANNE ROY, (207)283-0323

27 THORNTON AVE, SACO, ME 04072

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII . . . . . ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☑ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
ROGER BEAUPRE	0.50									
DIRECTOR	0.00	✔						0	0	0
MICHAEL CANTARA	0.50									
DIRECTOR	0.00	✔						0	0	0
KIMBERLY CHRISTOFORO	0.50									
VICE CHAIRPERSON	0.00	✔		✔				0	0	0
SUSAN DAME	8.00									
CHAIRPERSON	0.00	✔		✔				0	0	0
DONNA DION	1.00									
DIRECTOR	0.00	✔						0	0	0
DENISE DOYON	1.00									
SECRETARY	0.00	✔		✔				0	0	0
CYNTHIA GIROUX	3.00									
DIRECTOR	0.00	✔						0	0	0
LYNN GODBOUT	0.50									
DIRECTOR	0.00	✔						0	0	0
HEATHER HUNTLEY	0.25									
DIRECTOR	0.00	✔						0	0	0
CAROL LANDRY	0.50									
DIRECTOR	0.00	✔						0	0	0
JENNIFER PLOURDE	1.00									
DIRECTOR	0.00	✔						0	0	0
PATRICIA SONDEY	1.00									
TREASURER	0.00	✔		✔				0	0	0
SHANNON KASHINSKY	0.50									
DIRECTOR	0.00	✔						0	0	0
CONRAD WELZEL	0.50									
DIRECTOR	0.00	✔						0	0	0

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
SR JOANNE ROY	50.00									
EXECUTIVE DIRECTOR	0.00				✔			0	0	0
SR LUCILLE GARDNER	40.00									
STAFF	0.00				✔			0	0	0
1b **Subtotal**								0	0	0
c **Total from continuation sheets to Part VII, Section A**										
d **Total (add lines 1b and 1c)**								0	0	0

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization 0

		Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		✔
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*		✔
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		✔

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
None		

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512–514
Contributions, Gifts, Grants, and Other Similar Amounts	1a	Federated campaigns	1a 0				
	b	Membership dues	1b 0				
	c	Fundraising events	1c 20,205				
	d	Related organizations	1d 0				
	e	Government grants (contributions)	1e 0				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f 269,924				
	g	Noncash contributions included in lines 1a–1f	1g $ 2,993				
	h	**Total.** Add lines 1a–1f		290,129			
Program Service Revenue			Business Code				
	2a	ROOM AND BOARD	623990	28,491	28,491	0	0
	b						
	c						
	d						
	e						
	f	All other program service revenue		0	0	0	0
	g	**Total.** Add lines 2a–2f		28,491			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		7,255	7,255	0	0
	4	Income from investment of tax-exempt bond proceeds		0	0	0	0
	5	Royalties		0	0	0	0
			(i) Real / (ii) Personal				
	6a	Gross rents 6a	0 / 0				
	b	Less: rental expenses 6b	0 / 0				
	c	Rental income or (loss) 6c	0 / 0				
	d	Net rental income or (loss)		0	0	0	0
			(i) Securities / (ii) Other				
	7a	Gross amount from sales of assets other than inventory 7a					
	b	Less: cost or other basis and sales expenses 7b					
	c	Gain or (loss) 7c	0 / 0				
	d	Net gain or (loss)					
	8a	Gross income from fundraising events (not including $ 0 of contributions reported on line 1c). See Part IV, line 18 8a					
	b	Less: direct expenses 8b					
	c	Net income or (loss) from fundraising events					
	9a	Gross income from gaming activities. See Part IV, line 19 9a					
	b	Less: direct expenses 9b					
	c	Net income or (loss) from gaming activities					
	10a	Gross sales of inventory, less returns and allowances 10a					
	b	Less: cost of goods sold 10b					
	c	Net income or (loss) from sales of inventory					
Miscellaneous Revenue			Business Code				
	11a						
	b						
	c						
	d	All other revenue					
	e	**Total.** Add lines 11a–11d		0			
	12	**Total revenue.** See instructions		325,875	35,746	0	0

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX . . . . . ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	0	0		
2 Grants and other assistance to domestic individuals. See Part IV, line 22	0	0		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16	0	0		
4 Benefits paid to or for members	0	0		
5 Compensation of current officers, directors, trustees, and key employees	0	0	0	0
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0	0	0	0
7 *Other salaries and wages*	*32,283*	*22,598*	*8,071*	*1,614*
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	0	0	0	0
9 Other employee benefits	0	0	0	0
10 Payroll taxes	6,091	4,264	1,523	304
11 Fees for services (nonemployees):				
a Management	0	0	0	0
b Legal	0	0	0	0
c Accounting	832	0	832	0
d Lobbying	0	0	0	0
e Professional fundraising services. See Part IV, line 17	0			0
f Investment management fees	0	0	0	0
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)	0	0	0	0
12 Advertising and promotion	0	0	0	0
13 Office expenses	5,445	3,812	1,361	272
14 Information technology	0	0	0	0
15 Royalties	0	0	0	0
16 Occupancy	16,170	11,319	4,043	808
17 Travel	1,013	709	253	51
18 Payments of travel or entertainment expenses for any federal, state, or local public officials	0	0	0	0
19 Conferences, conventions, and meetings	0	0	0	0
20 Interest	0	0	0	0
21 Payments to affiliates	0	0	0	0
22 Depreciation, depletion, and amortization	0	0	0	0
23 Insurance	26,504	18,553	6,626	1,325
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a PROGRAM EXPENSES	21,754	21,754	0	0
b FUNDRAISING	1,386	0	0	1,386
c BANK SCAM LOSS	231,298	0	231,298	0
d				
e All other expenses				
25 **Total functional expenses.** Add lines 1 through 24e	342,776	83,009	254,007	5,760
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X . . . . . ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest-bearing	12,365	1	22,569
	2	Savings and temporary cash investments	438,377	2	298,475
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net		4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	5,885	9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 218,682			
	b	Less: accumulated depreciation — 10b: 0		10c	218,682
	11	Investments—publicly traded securities		11	
	12	Investments—other securities. See Part IV, line 11		12	
	13	Investments—program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11	1,751,410	15	2,033,524
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)	2,208,037	16	2,573,250
Liabilities	17	Accounts payable and accrued expenses		17	
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	100,000
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D		25	
	26	**Total liabilities.** Add lines 17 through 25	0	26	100,000
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ☑ and complete lines 27, 28, 32, and 33.**			
	27	Net assets without donor restrictions	435,310	27	418,763
	28	Net assets with donor restrictions	1,772,727	28	2,054,487
		Organizations that do not follow FASB ASC 958, check here ☐ and complete lines 29 through 33.			
	29	Capital stock or trust principal, or current funds		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
	31	Retained earnings, endowment, accumulated income, or other funds		31	
	32	Total net assets or fund balances	2,208,037	32	2,473,250
	33	Total liabilities and net assets/fund balances	2,208,037	33	2,573,250

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI . . . . . ☑

1	Total revenue (must equal Part VIII, column (A), line 12)	1	325,875
2	Total expenses (must equal Part IX, column (A), line 25)	2	342,776
3	Revenue less expenses. Subtract line 2 from line 1	3	-16,901
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	2,208,037
5	Net unrealized gains (losses) on investments	5	0
6	Donated services and use of facilities	6	0
7	Investment expenses	7	0
8	Prior period adjustments	8	0
9	Other changes in net assets or fund balances (explain on Schedule O)	9	282,114
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	2,473,250

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII . . . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☑ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both. ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a		✔
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both. ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b		✔
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		✔
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits .	3b		

SCHEDULE A (Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
Attach to Form 990 or Form 990-EZ.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization	Employer identification number
ESTHER RESIDENCE	45-2647234

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
2 ☐ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990).)
3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
7 ☑ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
8 ☐ A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
10 ☐ An organization that normally receives (1) more than 33⅓% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33⅓% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
f Enter the number of supported organizations . . . . . ☐
g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi) (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	90,999	90,237	117,898	130,034	290,129	719,297
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	90,999	90,237	117,898	130,034	290,129	719,297
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						32,386
6 **Public support.** Subtract line 5 from line 4						686,911

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
7 Amounts from line 4	90,999	90,237	117,898	130,034	290,129	719,297
8 Gross income from interest, dividends, payments received on securities loans, *rents, royalties, and income from* similar sources	7,018	7,119	1,626	1,969	7,255	24,987
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						744,284
12 Gross receipts from related activities, etc. (see instructions)					12	121,387

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

14	Public support percentage for 2023 (line 6, column (f), divided by line 11, column (f))	14	92.29 %
15	Public support percentage from 2022 Schedule A, Part II, line 14	15	88.23 %

16a **33⅓% support test—2023.** If the organization did not check the box on line 13, and line 14 is 33⅓% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

b **33⅓% support test—2022.** If the organization did not check a box on line 13 or 16a, and line 15 is 33⅓% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☑

17a **10%-facts-and-circumstances test—2023.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

b **10%-facts-and-circumstances test—2022.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)
(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a *Amounts included on lines 1, 2, and 3* received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2023 (line 8, column (f), divided by line 13, column (f))	15	%
16	Public support percentage from 2022 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2023** (line 10c, column (f), divided by line 13, column (f))	17	%
18	Investment income percentage from **2022** Schedule A, Part III, line 17	18	%

19a **33⅓% support tests—2023.** If the organization did not check the box on line 14, and line 15 is more than 33⅓%, and line 17 is not more than 33⅓%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

b **33⅓% support tests—2022.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33⅓%, and line 18 is not more than 33⅓%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* ***Part VI*** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* ***Part VI*** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* ***Part VI*** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* ***Part VI*** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in* ***Part VI****, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* ***Part VI.***	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* ***Part VI.***	9a		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* ***Part VI.***	9b		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* ***Part VI.***	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a	
b	A family member of a person described on line 11a above?	11b	
c	A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in* ***Part VI.***	11c	

Section B. Type I Supporting Organizations

		Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in* ***Part VI*** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1	
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* ***Part VI*** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2	

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* ***Part VI*** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1	

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s), or (ii) serving on the governing body of a supported organization? *If "No," explain in* ***Part VI*** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2	
3	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* ***Part VI*** *the role the organization's supported organizations played in this regard.*	3	

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* ***(see instructions).***

a ☐ The organization satisfied the Activities Test. *Complete* ***line 2*** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* ***line 3*** *below.*

c ☐ The organization supported a governmental entity. *Describe in* ***Part VI*** *how you supported a governmental entity (see instructions).*

		Yes	No
2	Activities Test. ***Answer lines 2a and 2b below.***		
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* ***Part VI identify those supported organizations and explain*** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a	
b	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* ***Part VI*** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b	
3	Parent of Supported Organizations. ***Answer lines 3a and 3b below.***		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No," provide details in* ***Part VI.***	3a	
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* ***Part VI*** *the role played by the organization in this regard.*	3b	

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A—Adjusted Net Income			(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1		
2	Recoveries of prior-year distributions	2		
3	Other gross income (see instructions)	3		
4	Add lines 1 through 3.	4		
5	Depreciation and depletion	5		
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7	Other expenses (see instructions)	7		
8	**Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B—Minimum Asset Amount			(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a		
b	Average monthly cash balances	1b		
c	Fair market value of other non-exempt-use assets	1c		
d	**Total** (add lines 1a, 1b, and 1c)	1d		
e	**Discount** claimed for blockage or other factors (*explain in detail in Part VI*):			
2	Acquisition indebtedness applicable to non-exempt-use assets	2		
3	Subtract line 2 from line 1d.	3		
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6	Multiply line 5 by 0.035.	6		
7	Recoveries of prior-year distributions	7		
8	**Minimum Asset Amount** (add line 7 to line 6)	8		

Section C—Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	**Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D—Distributions			**Current Year**
1	Amounts paid to supported organizations to accomplish exempt purposes	1	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4	Amounts paid to acquire exempt-use assets	4	
5	Qualified set-aside amounts (prior IRS approval required—*provide details in* ***Part VI***)	5	
6	Other distributions (*describe in* ***Part VI***). See instructions.	6	
7	**Total annual distributions.** Add lines 1 through 6.	7	
8	Distributions to attentive supported organizations to which the organization is responsive (*provide details in* ***Part VI***). See instructions.	8	
9	Distributable amount for 2023 from Section C, line 6	9	
10	Line 8 amount divided by line 9 amount	10	

Section E—Distribution Allocations (see instructions)		(i) **Excess Distributions**	(ii) **Underdistributions Pre-2023**	(iii) **Distributable Amount for 2023**
1	Distributable amount for 2023 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2023 (reasonable cause required—*explain in* ***Part VI***). See instructions.			
3	*Excess distributions carryover, if any, to 2023*			
a	**From 2018**			
b	**From 2019**			
c	From 2020			
d	From 2021			
e	From 2022			
f	**Total** of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2023 distributable amount			
i	Carryover from 2018 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2023 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2023 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2023, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in* ***Part VI***. See instructions.			
6	Remaining underdistributions for 2023. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in* ***Part VI***. See instructions.			
7	**Excess distributions carryover to 2024.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	**Excess from 2019** . . .			
b	Excess from 2020 . . .			
c	Excess from 2021 . . .			
d	Excess from 2022 . . .			
e	Excess from 2023 . . .			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

For public

Schedule B (Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Name of the organization	Employer identification number
ESTHER RESIDENCE	45-2647234

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	☑ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☑ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33⅓% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) $5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization: ESTHER RESIDENCE

Employer identification number: 45-2647234

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	[redacted]	$ 5,800	Person ☑ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
2	[redacted]	$ 10,000	Person ☑ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
3	[redacted]	$ 10,000	Person ☑ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
4	[redacted]	$ 115,300	Person ☑ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
5	[redacted]	$ 12,500	Person ☑ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
6	[redacted]	$ 8,000	Person ☑ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

Name of organization: ESTHER RESIDENCE

Employer identification number: 45-2647234

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	[redacted]	$ 7,500	☑ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
8	[redacted]	$ 10,000	☑ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
9	[redacted]	$ 5,360	☑ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
10	[redacted]	$ 5,250	☑ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
		$	☐ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)
		$	☐ Person ☐ Payroll ☐ Noncash (Complete Part II for noncash contributions.)

Name of organization: ESTHER RESIDENCE

Employer identification number: 45-2647234

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

Name of organization: ESTHER RESIDENCE

Employer identification number: 45-2647234

Part III ***Exclusively*** **religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor.** Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of **$1,000 or less** for the year. (Enter this information once. See instructions.) $

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization
ESTHER RESIDENCE

Employer identification number
45-2647234

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
- ☐ Preservation of land for public use (for example, recreation or education)
- ☐ Preservation of a historically important land area
- ☐ Protection of natural habitat
- ☐ Preservation of a certified historic structure
- ☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

		Held at the End of the Tax Year
a	Total number of conservation easements	2a
b	Total acreage restricted by conservation easements	2b
c	Number of conservation easements on a certified historic structure included on line 2a	2c
d	Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year

4 Number of states where property subject to conservation easement is located

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items.

(i) Revenue included on Form 990, Part VIII, line 1 $

(ii) Assets included in Form 990, Part X $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items.

a Revenue included on Form 990, Part VIII, line 1 $

b Assets included in Form 990, Part X $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table.

		Amount
c	Beginning balance	1c
d	Additions during the year	1d
e	Distributions during the year	1e
f	Ending balance	1f

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII ☐

Part V Endowment Funds

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

		(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a	Beginning of year balance					
b	Contributions					
c	Net investment earnings, gains, and losses					
d	Grants or scholarships					
e	Other expenditures for facilities and programs					
f	Administrative expenses					
g	End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment _____ %
b Permanent endowment _____ %
c Term endowment _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i)	Unrelated organizations? 3a(i)		
(ii)	Related organizations? 3a(ii)		
b	If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? 3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

	Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a	Land	0	0		0
b	Buildings	0	206,182	0	206,182
c	Leasehold improvements	0	0	0	0
d	Equipment	0	12,500	0	12,500
e	Other	0	0	0	0
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, line 10c, column (B))*					218,682

Part VII Investments—Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, line 12, col. (B))*		

Part VIII Investments—Program Related

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, line 13, col. (B))*		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) INTEREST IN SCIM FOUNDATION NET ASSETS	2,033,524
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 15, col. (B))*	2,033,524

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 25, col. (B))*	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII . ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*			5	

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

SCHEDULE G (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

ESTHER RESIDENCE

Employer identification number

45-2647234

Part I **Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

a ☐ Mail solicitations
b ☐ Internet and email solicitations
c ☐ Phone solicitations
d ☐ In-person solicitations
e ☐ Solicitation of non-government grants
f ☐ Solicitation of government grants
g ☐ Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ Yes ☐ No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions? Yes	(iii) No	(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II **Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 Lobster Bake Fundraise (event type)	(b) Event #2 (event type)	(c) Other events (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts	20,205			20,205
	2 Less: Contributions	12,205			12,205
	3 Gross income (line 1 minus line 2)	8,000			8,000
Direct Expenses	4 Cash prizes	0			0
	5 Noncash prizes	0			0
	6 Rent/facility costs	0			0
	7 Food and beverages	0		0	0
	8 Entertainment	0		0	0
	9 Other direct expenses	0			0
	10 Direct expense summary. Add lines 4 through 9 in column (d)				0
	11 *Net income summary. Subtract line 10 from line 3, column (d)*				8,000

Part III **Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes ____ % ☐ No	☐ Yes ____ % ☐ No	☐ Yes ____ % ☐ No	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain: _____

11 Does the organization conduct gaming activities with nonmembers? . . . . . ☐ Yes ☐ No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? . . . . . ☐ Yes ☐ No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility . . . . . 13a %

b An outside facility . . . . . 13b %

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name _____

Address _____

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? . . . . . ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization $ _____ and the amount of gaming revenue retained by the third party $ _____

c If "Yes," enter name and address of the third party:

Name _____

Address _____

16 Gaming manager information:

Name _____

Gaming manager compensation $ _____

Description of services provided _____

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? . . . . . ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year . . . . . $

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

SCHEDULE O (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization
ESTHER RESIDENCE

Employer identification number
45-2647234

Form 990, Part VI, Section A, Line 5 - Esther Residence, Inc. was the victim of a telephone scam. $331,298 was stolen from two bank accounts. The local police, FBI and the Board were informed. Credit freezes were put in place and the two bank accounts affected were closed. No donor information was compromised. The Board met and decided to alert donors and set more internal controls over the bank accounts - dual signatures, etc. A mailing was sent to donors to explain what had happened. Esther Residence, Inc. did receive $100,000 from its insurance company to help lessen the loss and the Servants of the Immaculate Heart of Mary donated another $100,000.

Form 990, Part VI, Section A, Line 7b - Any real estate decisions and changes in the Executive Director need to be approved by the Board of Incorporators.

Form 990, Part VI, Section A, Line 8b - There are no committees that have authority to act on behalf of the governing body.

Form 990, Part VI, Section B, Line 11b - The 990 is emailed to the Board for review before filing.

Form 990, Part VI, Section B, Line 12c - The conflict-of-interest policy is discussed, and the form is signed by all annually at the April Board meeting.

Form 990, Part VI, Section C, Line 19 - Governing documents, conflict of interest policy and financial statements are available to the public upon request.

Form 990, Part XI, Line 9 - Unrealized gain in SCIM Foundation during 2023 Esther Residence's allocated interest. Any changes in the interest in 2023 were for unrealized gains and therefore are not reflected on the 990.

ESTHER RESIDENCE
EIN: 45-2647234
Part III, Line 4a

First Program Service Accomplishments Description

Description
retire in 2024 and a 3rd later. Donated volunteer hours $6,644, gifts in-kind $2,993, fund raising $99,053. We have very active board members on various committees.

SCHEDULE R (Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization
ESTHER RESIDENCE

Employer identification number
45-2647234

Part I **Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

Part II **Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
(1) SERVANTS OF THE IMMACULATE HEART OF MARY (01-0229734 409 POOL STREET, BIDDEFORD, ME 04005	RELIGIOUS COMMUNITY	ME	501(c)(3)	1	N/A		
(2)							
(3)							
(4)							
(5)							
(6)							
(7)							

Part III **Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

	(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512–514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) Disproportionate allocations? No	(i) Code V–UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) General or managing partner? No	(k) Percentage ownership
(1)													
(2)													
(3)													
(4)													
(5)													
(6)													
(7)													

Part IV **Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

	(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity? Yes	(i) Section 512(b)(13) controlled entity? No
(1)										
(2)										
(3)										
(4)										
(5)										
(6)										
(7)										

Part V **Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

			Yes	No
1	During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II–IV?			
a	Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity	1a		✔
b	Gift, grant, or capital contribution to related organization(s)	1b		✔
c	Gift, grant, or capital contribution from related organization(s)	1c	✔	
d	Loans or loan guarantees to or for related organization(s)	1d		✔
e	Loans or loan guarantees by related organization(s)	1e		✔
f	Dividends from related organization(s)	1f		✔
g	Sale of assets to related organization(s)	1g		✔
h	Purchase of assets from related organization(s)	1h	✔	
i	Exchange of assets with related organization(s)	1i		✔
j	Lease of facilities, equipment, or other assets to related organization(s)	1j		✔
k	Lease of facilities, equipment, or other assets from related organization(s)	1k		✔
l	Performance of services or membership or fundraising solicitations for related organization(s)	1l		✔
m	Performance of services or membership or fundraising solicitations by related organization(s)	1m		✔
n	Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	1n	✔	
o	Sharing of paid employees with related organization(s)	1o		✔
p	Reimbursement paid to related organization(s) for expenses	1p	✔	
q	Reimbursement paid by related organization(s) for expenses	1q		✔
r	Other transfer of cash or property to related organization(s)	1r		✔
s	Other transfer of cash or property from related organization(s)	1s		✔

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	(b) Transaction type (a—s)	(c) Amount involved	(d) Method of determining amount involved
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

Part VI **Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

	(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512–514)	(e) Are all partners section 501(c)(3) organizations? Yes	(e) No	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V–UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership
(1)														
(2)														
(3)														
(4)														
(5)														
(6)														
(7)														
(8)														
(9)														
(10)														
(11)														
(12)														
(13)														
(14)														
(15)														
(16)														

Part VII **Supplemental Information**
Provide additional information for responses to questions on Schedule R. See instructions.

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: My Place Teen Center

Principal Address: 75 Bacon Street

Executive Director: Donna Dwyer

Contact Person/Phone Number: Donna Dwyer 2075903550

Est. Total Agency Budget for 2024/2025: $1,325,000 / $675k Biddeford Site

Actual 2023/2024 Budget: $1,136,000 / $514k Biddeford Site

Amount requested from the City of Biddeford: $150k; $725k budget for FY 25/26

What percent of your annual budget does this request represent: 20%

What percent of this request will be used towards salaries: 20%

What percent of this request will be used towards direct services/programming: 80%

Please provide your agency's mission statement:

Mission:

My Place Teen Center provides a haven for youth ages 10 – 18, sustaining them with comfort, meals, resources, and hope.

Vision:

All youth will have the academic, job readiness, and life skills necessary to lead independent adult lives filled with stewardship, courage, passion, and joy.

PROGRAM DESCRIPTION

Describe the municipal and social service need that your program addresses:

The teenage years are a time of significant emotional evolution. It can be a time of immense growth, potential, and self-discovery, but it is also a time of vulnerability as teens find their place in the world. However, for some teens, this period can be even more challenging due to overwhelming stress that can lead to adverse outcomes, including living in poverty, substance use, lower self-esteem, anxiety, and even depression.

Further, Biddeford teens are organized around autonomy. They tend to engage most deeply when allowed to have a say on the topics and conversation. MPTC services include daily hot meals, healing trauma, learning leadership skills, building self-efficacy and agency, problem-solving, and promoting engaged citizenship. We advocate for youth to develop skills, dispositions, and attitudes to become flourishing young adults.

Mostly, our emotions are the essence of what makes us human. They are at the heart of mental health, well-being, culture, learning, innovation, and relationships—everything that matters to healthy people, organizations, and communities. We model and teach emotional agility, which is the core of our mission.

How is that need determined or measured?

Preface: We rigorously evaluate mental health-related outcomes. For example, we track results around anxiety, depression, suicide (including ideation, plans, and attempts), upstream risk, and protective factors (e.g., social connectedness, coping skills, and economic support).

All youth receive the Search Institute's scientific instrument, The Youth and Program Strengths Profile (YAPS), twice yearly.

Data analysis compares results from administering surveys and testing for statistically significant improvements. Process measures are compared with outcome measures to see how programming relates to youth outcomes. Areas of success, as well as those needing improvement, are targeted.

The YAPS will:

- Discover the strengths and supports that young people have.
- Listen to the perspectives of young people themselves.
- See our work in the context of young people's strengths and the support they have (or lack) in their programs, families, schools, organizations, and communities.
- Gain a roadmap to guide us in proactive and focused planning to increase positive outcomes.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?

MPTC Programming:

Emotional Agility: (a) emotion management/how to manage feelings of anxiety and sadness; (b) how to navigate painful challenges like break-ups and other difficult transitions; (c) sexual health and wellbeing; (d) learning how to get help for yourself or a loved one; and (e) empathy.

Character Education and Civic Engagement: (a) Youth Leadership Academy; (b) Get Urban Kids Outside! (c)

prevention workshops, e.g., pregnancy prevention, youth violence, bullying, relationship violence, drug and alcohol prevention, and (d) service-learning and community projects.

Academic Excellence: (a) tutoring, (b) study skills, and (c) preparation for higher ed, technical school, or job acquisition.

Life-Skills/Job-Skills: (a) body wellness and nutrition classes; (b) Restaurant Job Training Program – including teamwork, responsibility, initiative, and problem-solving; (c) money management; (d) work preparedness -- filling out job applications, dressing for the interview, poise during the interview, and answering and asking questions effectively; (e) hygiene needs; (f) social skills; and (g) daily living skills.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

The Youth and Program Strengths Profile measures the following program quality factors:

- Physical and psychological safety
- Appropriate structure
- Developmental relationships
- Opportunities to belong
- Positive social norms
- Support of efficacy and mattering
- Opportunities for skill-building
- Integration of family, school, and community efforts
- Program dosage and tenure (how often youth are attending your programs, including their longevity)

According to our 2024 administered Search Institute surveys, youth increased these key character strengths:

- 75% have a more positive view of the future;
- 71% feel they function with increased integrity;
- 67% demonstrate greater responsibility;
- 75% describe a greater sense of purpose;
- 84% indicate an increased interpersonal competence, including empathy, sensitivity, and friendship skills; and,
- 63% feel they have better planning and decision-making.

Client eligibility criteria: Youth, ages 10-18.
Describe any fee or payment structure your organization charges for services: None.
Describe services provided:
Adverse childhood experiences (ACES) and the lifelong consequences of trauma are counterbalanced with protective factors such as increasing cognitive capacity, healthy attachment to relationships, regulating emotions and behaviors, and creating safe environments. Thus, we provide our youth with the following specific program domains: social-emotional learning and character development, STEAM, civic engagement, fostering an education pathway, life skills, and leadership scaffolding.
The Top Six Things We Do:

1. Feed kids.
2. Develop emotional resiliency.
3. Nurture a sense of purpose and belonging. *Mattering matters.*
4. Prevent teen pregnancy, STIs, or HIV.
5. Deter substance use, vaping, and other addictive behaviors.
6. Provide relevant job and life skills.

Does your organization maintain a facility in the City of Biddeford? Yes – 75 Bacon Street – the former St. Andre's. We are open five days per week, 4.5 hours per day, year-round.

Define a unit of service as it pertains to the program: Unduplicated kids and unduplicated units of

curriculum.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

Cross Sector Partnerships:

Department of Health and Human Services – guidance, resources, and funding
Wayside – food donations
Youth Full ME – Food donations
APEX – nightly meal support to participants
Hannaford and IDEXX – food procurement, help with job skills training, and funding sources
Biddeford Saco School Departments – participant referrals
Coastal Healthy Communities Coalition - YC community coalition designed to prevent youth substance use
UNE/USM/YCCC – Behavioral health interns and referrals
Community Partners - Volunteers, resources, referrals, funding, and in-kind support

Has your 501C-3 status been revoked with the past 5 years for any reason? N/A If yes, explain. If not a 501C-3 please identify your Fiscal agent – N/A

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income? We do not charge fees.

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year? N/A

How often are your books and/or financial records audited by an accounting firm and/or a third party professional? Yearly; PGM Accounting is finishing our 23/24 FY audit as of this date February 13, 2025.

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
$150,000	20%	80%		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
State	DHHS	$350,000	$350,000	$350,000
Municipal	City of Biddeford	$80,000		$150,000
Grants	FY 24/25: Maine Community Bank, Saco Biddeford Savings, Elmina Sewall	$207,500	$75000 to date	$200,000 Funders TBD
Special Events		$25,000	$5,000	$25,000
Totals:		$662,500	$430,000	$725,000
EXPENSES				
Salaries/Benefits		$132,500	$132,500	$145,000
Other operating expenses		$530,000	$530,000	$580,000

Total number of individuals served (unduplicated): 485

Total number of units provided:

Total Participant Count: 485
Total Meals Served: 9,100
Total Snacks Served: 14,000
Program Details:
Youth Leadership Academy: Total Programs 615
- Civic Engagement: 32
- Health & Wellness: 231
- Social-Emotional: 108
- STEAM: 221
- Workforce Readiness: 23

Making Proud Choices: 21 total participants participating in a 9-module cycle
Restaurant Job Training Program: 20 youth participating in a 20-module cycle

Total number of individuals served from Biddeford: 445

Percent of total client count that are residents of the City of Biddeford: 92%

What other municipalities provide financial assistance and how much does each provide? N/A

Do you receive funding from Biddeford's CDBG program? If yes, for what services? N/A

Per capita cost of service(s); each individual counted only once: $1,380

Unit of service cost: N/A

How many members of your agency have authority to decide how your funds will be spent? Nine.

Of that group, how many are responsible for ensuring funds are used for the intended purpose? Nine.

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of last audited financial statement.

AGENCY INDEPENDENT FUND-RAISING SURVEY - Please complete the following regarding all independent fund-raising activities contemplated during thenext year. Mark with an * any activities that are new this year.

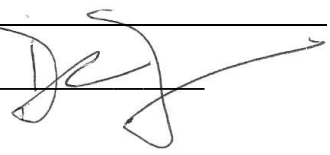
Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
Writing Grants	Foundations	N/A: CEO writes the grants	MPTC raises $420,000	July 1, 2025- June 30, 2026
Special Events	Community	$3k	$2,5000	July 1, 2025- June 30, 2026
Individual and Corporate Donors	Individuals and Corporate	N/A: CEO/Board does the fundraising	$205,000	July 1, 2025- June 30, 2026

VALIDATION

I, Donna Dwyer, of My Place Teen Center
(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

CEO



Signature/Title

2/12/2025
Date

My Place Teen Center's Life Skills/Emotional Agility Focus

Overarching Skills:

1. Money Management and Budgeting Skills
2. Study Skills
3. Personal Grooming and Hygiene
4. Chores and Household Skills
5. Cooking Skills / Grocery Shopping
6. Maintaining a Wardrobe and Clothing
7. Personal Health and Basic First Aid
8. Social Skills
9. Organizational Skills
10. Time Management Skills
11. Safety Skills
12. Problem-Solving Skills
13. Career/Employment Skills
14. Driving and Auto Maintenance Skills
15. Getting and Keeping a First Job

Specifically:

16. How to do laundry
17. How to clean the toilet, wash dishes, mop the floor, dust, and vacuum
18. Table manners
19. How to tip appropriately
20. How to make doctor's and dental appointments
21. Where/when/how to vote
22. Understanding and implementing boundaries
23. Write a handwritten thank you note and address the envelope
24. Professional phone etiquette
25. Common-sense driving safety tips
26. How to be gracious and humble
27. How to refill prescriptions

And:

28. Empower teens with knowledge about mental health and tools to recognize their emotions, cope with stress, and seek help.
29. Promote self-care and coping strategies--encourage healthy habits like regular exercise, sufficient sleep, balanced nutrition, mindfulness practices, and relaxation techniques to manage stress and anxiety effectively.

Caring Unlimited
York County's Domestic Violence Program

P.O. Box 590 Sanford, Maine 04073
tel. 207.490.3227 fax 207.490.2186
caring-unlimited.org

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Ex-Officio

Susan Giambalvo,
Caring Unlimited Executive Director

February 27, 2025

City of Biddeford
Attn: Shelly MacNeill
PO Box 586
Biddeford, Maine 04005

Dear City of Biddeford

Thank you in advance for your consideration of Caring Unlimited's annual request for support from the City of Biddeford. Each year, your support helps to ensure that members of your community experiencing domestic violence and abuse have access to the life-changing and life-saving supports they need.

The need for Caring Unlimited's full range of programs and services is significant, and individuals in our communities experiencing domestic abuse and violence require multi-faceted supports to meet their needs and overcome barriers to accessing safety. We are experiencing constant high demand for our emergency shelter, where the length of stay has increased due to a shortage of affordable housing at this time. Our civil legal program is serving more people than ever, people who are looking for help with protection orders, child support and custody matters. Over 600 individuals received free legal assistance last year. In all, our direct service programs, including the 24-hour helpline, served over 1900 people this past year. Our community education program provided prevention education, training, and consultation to thousands of students and other members of our community.

We are always committed to sustaining our core direct service programs to ensure they remain strong and accessible to anyone 24 hours a day, free of charge. We are also continuing to our work to expand our reach and increase accessibility of our programming throughout our community in the coming year:

- We completed major renovations to our emergency shelter to make the interior fully ADA accessible. We worked with an architect to design a space that met ADA requirements and was functional and comfortable for multi-family living. The result exceeded our expectations. We now have a kitchen, bathroom, bedroom, and laundry room that are fully accessible, able to be used by all guests of the shelter, and that provide adequate personal storage space for food and other belongings.

- We have taken on a new housing program called Rapid Rehousing. This program will allow us to house more people with access to additional housing vouchers and more dedicated staff time for housing search assistance, housing stabilization and case management, and landlord outreach and engagement.

- We are expanding our Legal Assistance program through a collaboration with Volunteer Lawyers Project. They will assemble a panel of volunteer attorneys to provide pro-bono

assistance to victims with protection from abuse orders and other family matters, increasing the number of people in our county who will benefit from representation in these matters.

Caring Unlimited counts on municipal support to meet our annual operating budget and to provide critical matching funds that are a requirement to receive Federal awards for our programs and services.

The following is a snapshot of how City of Biddeford residents accessed CU's no-cost services last year. Because we are only able to collect location data on about half of the people that use our services, the number of individuals served and hours of service listed are likely twice as much as the conservative number reported here.

SERVICE PERIOD:	10/1/23-9/30/24
BIDDEFORD RESIDENTS SERVED LAST YEAR (Unduplicated individuals served)	133 Individuals
TOTAL HRS OF INDIVIDUAL ADVOCACY PROVIDED LAST YEAR (Supportive Counseling and/or Legal Assistance Provided to Individuals):	1004.3 Hours
TOTAL HRS OF GROUP SERVICES PROVIDED LAST YEAR (Support and/or Education Groups):	60.25 Hours
TOTAL # OF EMERGENCY SHELTER BEDNIGHTS PROVIDED LAST YEAR:	1225 Bednights
TOTAL # OF BIDDEFORD STUDENTS WHO RECEIVED PREVENTION EDUCATION	30
COST TO CARING UNLIMITED OF SERVICES OF PROVIDED TO BIDDEFORD LAST YEAR:	**$198,462.99**
FY26 SUPPORT REQUESTED:	**$6,766**

Thank you. Your commitment to support Caring Unlimited sends the message that domestic violence and abuse has no place in your community and that you recognize Caring Unlimited as Biddeford's partner in ending abuse.

Caring Unlimited is committed to pursuing the necessary solutions and strategies to keep victims of domestic violence safe in our community and with your help we can respond creatively, proactively, and flexibly. Please reach out to me if you would like any additional information or if there is something specific that your community needs from us at this time.

Sincerely,



Susan Giambalvo
Executive Director
207-490-3227 x101
Susan@caring-unlimited.org

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Caring Unlimited

Principal Address: 965 Main St. PO Box 590 Sanford, ME 04073

Executive Director: Susan Giambalvo

Contact Person/Phone Number: Emily Gormley/ 207-490-3227 x107

Est. Total Agency Budget for 2024/2025: 3,251,933 (FY 2025: 10/1/2024- 9/30/2025)

Actual 2023/2024 Budget: 2,929,475

Amount requested from the

City of Biddeford: $6,766

What percent of your annual budget does this request represent: < .5%

What percent of this request will be used towards salaries: 20%*

What percent of this request will be used towards direct services/programming: 80%*

*percentages above are consistent with FY24 breakdown of management/ general and fundraising (20%) and program expenses (80%).

Please provide your agency's mission statement:

Caring Unlimited works with the community to end domestic violence in York County. This includes providing support and safe haven to adults and children whose lives have been affected by domestic abuse. We provide services in a manner that honors individuals' essential worth, nurtures their inherent strengths, and respects their right of self-determination.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

Caring Unlimited works with the community to end domestic violence in York County. We provide support, resources and information to people whose lives are affected by domestic violence. We also offer a range of education, prevention, and other community response programs to prevent domestic violence, improve community response to domestic violence and hold people who use abuse accountable for their behavior. Programs include: 24 Hour Helpline and online chat/ text helpline, emergency shelter, transitional housing programs, individual and group supports, civil legal services, community education and prevention. Caring Unlimited's programs increase individual and community safety and support individuals experiencing abuse as they rebuild their lives and work toward economic independence and stability.

How is that need determined or measured?

Domestic abuse and violence is a complex and pervasive issue throughout our community. York County consistently reports the highest number of domestic violence crimes in Maine. Further, each year about 50% of Maine's homicides are related to domestic violence. What each person needs for safety is different, so the flexible, survivor-driven services offered by Caring Unlimited are necessary to be effective. Annually, Caring Unlimited provides direct support and safety planning services to 2,000 unduplicated individuals. Caring Unlimited's services are available to anyone in the community experiencing domestic violence. All programs are accessible 24 hours a day and offered free of charge to the individual.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?

(Please be as specific as possible)

Caring Unlimited's overall goal is to end domestic violence in York County through comprehensive direct service programs and systems' change advocacy. Direct Service Programs have the specific goals of increasing safety for victims of domestic abuse and increasing their knowledge of and access to community resources that will help them achieve and maintain safety.

We provide immediate, emergency support services including a 24-hour helpline and emergency shelter as well as assisting with longer term plans and building the foundations for a sustainable future through housing support, access to scholarships, job training, and financial literacy programs. All of Caring Unlimited's programs are confidential, offered free of charge, and accessible 24 hours a day.

Beyond individualized support and safety planning, Caring Unlimited works to raise awareness and understanding of domestic abuse and violence through school-based prevention education and youth advocacy as well as community-based education, training, consultation, and collaboration. These awareness-raising initiatives are developed to educate and assist the broader community to build networks that increase safety for victims and survivors.

Our direct support programs include a 24 hour helpline and online chat/ text helpline, emergency shelter, transitional housing, individual and group support, civil legal assistance and court advocacy. We work with schools, law enforcement, court systems, health care providers and others to offer an array of community education and training.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

Caring Unlimited regularly evaluates our program and reports to our funders at the federal, state and local levels. We routinely survey clients on effectiveness of our services and request their feedback. Our performance measures agency wide are that 90% of program participants will learn strategies for enhancing their safety and 65% will increase knowledge of available community resources. Some programs have additional goals like rapid rehousing, access to legal services, and increased knowledge and skills of training attendees. We regularly report on these outcomes to our funding sources and solicit feedback from community partners.

Client eligibility criteria:

All Caring Unlimited services are confidential and provided free of charge to anyone victimized in an intimate relationship. Services are designed to be low barrier and accessible. Anyone may call the helpline for support, information, and resources to support a friend or family member who is experiencing abuse. Residents of York County receive priority.

Describe any fee or payment structure your organization charges for services:

All direct services are provided free of charge to clients. We earn a small amount of money from professional training fees and project-based rental vouchers for our transitional housing units.

Describe services provided:

Caring Unlimited provides the following services:

- 24 Hour Helpline (1-800-239-7298) All Caring Unlimited services, including safety planning assistance, information about available resources, emotional support, advocacy and emergency safe haven are just a phone call away twenty-four hours a day. Online chat/ text helpline available weekly. Caring Unlimited is the only DV Resource Center in Maine to currently offer online chat/ text helpline services.
- Support and Education Groups: A variety of day and evening groups through residential and non-residential programs, as well as a group for incarcerated women held at York County Jail, offer safety planning information, peer support, and other practical information including budgeting and financial literacy.
- Legal Assistance and Court Advocacy: Help with Protection from Abuse Orders, divorce and custody in York County at the Judicial Center in Biddeford..
- Emergency Shelter: Temporary safe haven and support services for people who are homeless or facing homelessness because of domestic violence. Help with food, clothing, transportation and other needs.
- Transitional Housing and Supportive Housing Services: A program of longer term, safe, affordable housing with supportive services designed to help victims rebuild their lives after leaving an abusive relationship. Clients may reside in our 11 units of transitional housing or in the community with services available for up to two years.
- Community Response Program: Education, training and consultation with York County agencies, organizations, schools and the general public to promote effective responses that increase safety for victims, hold abusers accountable and move our communities toward zero tolerance for domestic violence.
- Volunteer Program: Caring Unlimited depends heavily on our trained volunteers including on the helpline, assisting with events, and other activities.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

Caring Unlimited provides on-site court advocacy at the York County Judicial Center in Biddeford when Protection from Abuse dockets are being heard. Biddeford residents may access emergency shelter and other services, and we provide assistance with transportation or addressing other barriers to access. Weekly support groups are currently being held in an on-line format only. It is our intention to resume a group meeting in Biddeford when staffing capacity allows. We work closely with the Biddeford Police Department to reach out to victims of DV crimes, and our Prevention Education program has a presence in Biddeford Schools and connection with school administration. All direct services are accessible via phone and chat, and in the case of online support groups Biddeford residents are connected with our Outreach Program staff to access services online.

Define a unit of service as it pertains to the program:

We use two different units of service:
Residential Services (emergency shelter or transitional housing): 1 Bednight
Individual or group Advocacy Services (helpline, phone or in person support): 1 client hour (direct contact or on-behalf of a

client)

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

Caring Unlimited works closely with a wide variety of organizations to effectively address the broad needs of survivors as they struggle to establish safety from an abuser and heal from the traumatic effects of the abuse they experienced. Caring Unlimited grants awarded by the Federal government further support other agencies including the York County Sherriff's Office, New Ventures Maine, and the Volunteer Lawyers Project. A few examples include:

• Maine's Domestic Violence Resource Centers through the Maine Coalition to End Domestic Violence (MCEDV): mutual agreements among member organizations statewide to coordinate services when victims must flee York County to establish safety.
• MaineHousing Authority and Sanford Housing Authorities provide rental assistance by agreement for safe, affordable housing after individuals and families become homeless after leaving their abuser.
• New Ventures Maine offers financial coaching and education to our transitional housing residents in order to best address long term economic challenges.
• York County Sheriff's Office: we work together to improve responses to rural victims; dedicated advocate provides training and consultation to deputies; follow up on all police reports, and supports victims through the criminal justice process if they choose
• Law Enforcement and Justice System: Caring Unlimited convenes the Coordinated Community Response and High Risk Response Teams; multidisciplinary groups which work collaboratively to best serve victims, increase their safety, and increase offender accountability.
• Sexual Assault Response Services of Southern Maine and Maine Boys to Men are collaborative partners under a federal grant to expand services to youth and youth-serving organizations in York County.
- Volunteer Lawyers Project: Caring Unlimited has partnered with VLP to expand survivors' access to free legal services in order to become safer from abuse, especially for orders of Protection from Abuse.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

No.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Enclosed.

Part 2

What accommodations are made to those applicants with zero income?

All services are provided free of charge.

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

No fees are charged.

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Annually.

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
$6,766	20%	80%		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal	DHHS, OVW, STOP, FEMA	1,929,878	1,868,894	1,594,049
State	MSHA *For FY25 total includes DHHS Contract State Funds and MSHA combined	214,315	245,763	783,618*
County		0	0	0
Municipal		40,000	44,576	45,000
JTPA				
3RD Party	Fundraising, Contributions, including restricted contributions	255,000	390,651	195,000
Fees/Tuition	Rent, Trainings *FY 25 amount includes new CDVIP program income	180,000	173,514	235,100*
Private Insurance				
Endowments				
United Way		22,682	25,044	13,000
Grants		195,000	147,150	140,000
Other Income/Surplus	Misc. *FY25 Source: Funds Released from Restriction and Misc. combined	17,600	18,641	165,589*
In-kind Contributions		75,000	76,903	80,577
Totals:		2,929,475	2,991,136	3,251,933
EXPENSES				
Salaries/Benefits		2,171,340	2,414,600	2,260,905
Other operating expenses		758,135	593,096	991,028

Total number of individuals served (unduplicated): 1902

Total number of units provided: 5511 hours of service, 5593 bednights

Total number of individuals served from Biddeford: 133

Percent of total client count that are residents of the City of Biddeford: 7%

What other municipalities provide financial assistance and how much does each provide?

Please see list of contributing municipalities for FY 24 (10/1/23- 9/30/24) on the additional information page of the application.

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

No.

Per capita cost of service(s); each individual counted only once:

$1,492

Unit of service cost: $82.86/ bednight, $153.42/ hour of service

How many members of your agency have authority to decide where/how your funds will be spent?

The Board of Directors has the authority to decide where/ how to spend agency funds. Within the board-approved annual budget the Executive Director has the day-to-day authority to expend funds.

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

The Executive Director approves all expenditures and the Board of Directors reviews financial reports including the balance sheet and profit and loss statement monthly.

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of last audited financial statement.

Most recent audited financial statement enclosed. FY 24 audited statement is in progress and not yet available.

Agencies <u>NOT REQUIRED</u> to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Caring Unlimited seeks funding through a variety of sources including agency run events (listed below), individual contributions, and grants from private foundations.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
Community 5K Run/ Walk	Community members	$2,000	$35,000	July 13, 2025
Annual Atlantic Plunge	Community members	$2,000	$35,000	January 1, 2026

VALIDATION

I, Emily Gormley_____, of <u>Caring Unlimited</u>_____

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

<u>Director of Development and Community Engagement</u>.

(Title)

Director of Development and Community Engagement 2/28/2025

Signature/Title Date

*****ADDITIONAL INFORMATION*****

Part 2:

What other municipalities provide financial assistance and how much does each provide?

Contributing Municipalities for FY 24 (10/1/23- 9/30/24)

MUNICIPALITY	RECEIVED
Town of Acton	$801
Town of Alfred	$575
Town of Arundel	$1,279
Town of Berwick	$2,385
City of Biddeford	$6,766
Town of Buxton	$2,513
Town of Cornish	$500
Town of Dayton	$250
Town of Eliot	$2,015
Town of Hollis	$1,100
Town of Kennebunk	$3,500
Town of Kennebunkport	$1,089
Town of Limington	$1,100
Town of North Berwick	$1,493
Town of Ogunquit	$500
Town of Parsonsfield	$537
City of Saco	$6,114
Town of Shapleigh	$876
Town of South Berwick	$500
Town of Waterboro	$2,381
Town of Wells	$3,894
Town of York	$8,250

Internal Revenue Service
District Director

Department of the Treasury
P.O. Box 9107

Date: AUG 0 1 1979

Employer Identification Number:
01-0358141
Accounting Period Ending:
February 28
Form 990 Required: [X] Yes [ ] No

Person to Contact: S. Jordan

Contact Telephone Number:
223-4241

Determination Letter 79-1360

Caring Unlimited Corp
9 Alfred St
P.O. Box 955
Biddeford, Me 04005

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should contact us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than $10,000. If a return is required, it must be filed by the 15th day of of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late, unless there is reasonable cause for the delay.

(over)

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees.

If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

HERBERT B. MOSHER
District Director

Attempts to influence legislation which are more than a substantial part of your organization's activities will jeopardize exemption



CARING UNLIMITED, INC.
Financial Statements

September 30, 2023 and 2022

CARING UNLIMITED, INC.
Financial Statements
September 30, 2023 and 2022

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Independent Auditor's Report

To the Board of Directors of
Caring Unlimited, Inc.

Opinion

We have audited the accompanying financial statements of Caring Unlimited, Inc. (a nonprofit corporation), which comprise the statements of financial position as of September 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Caring Unlimited, Inc. as of September 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Caring Unlimited, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Caring Unlimited, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Caring Unlimited, Inc.'s internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Caring Unlimited, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 27, 2024, on our consideration of Caring Unlimited, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Caring Unlimited, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Caring Unlimited, Inc.'s internal control over financial reporting and compliance.



February 27, 2024
South Portland, Maine

CARING UNLIMITED, INC.
Statements of Financial Position
September 30, 2023 and 2022

		2023	2022
ASSETS			
Current assets:			
Cash and cash equivalents	$	527,529	591,550
Accounts receivable, net		-	3,588
Grants receivable		534,763	442,615
Right of use asset - operating		6,678	12,402
Prepaid expenses		10,004	19,408
Total current assets		1,078,974	1,069,563
Property and equipment:			
Land		93,833	93,833
Building and improvements		2,353,759	2,253,952
Furniture and equipment		49,047	49,047
Total property and equipment		2,496,639	2,396,832
Less accumulated depreciation		(1,015,251)	(955,991)
Property and equipment, net		1,481,388	1,440,841
Total assets	**$**	**2,560,362**	**2,510,404**
LIABILITIES AND NET ASSETS			
Liabilities:			
Current liabilities:			
Accounts payable	$	66,399	60,053
Accrued payroll and related expenses		71,494	58,714
Accrued compensated absences		65,269	59,276
Escrows and amounts held for others		2,500	-
Line of credit		25,000	95,000
Right of use liability, current portion - operating		5,724	5,724
Current portion of long-term debt		22,471	28,932
Total current liabilities		258,857	307,699
Long-term liabilities:			
Long-term debt, net of current portion		69,000	91,446
Right of use liability, net of current portion - operating		954	6,678
Forgivable debt		424,337	295,007
Total long-term liabilities		494,291	393,131
Total liabilities		753,148	700,830
Net assets:			
Without donor restrictions:			
Undesignated		632,312	529,508
Net investment in property and equipment		935,580	975,456
Total net assets without donor restrictions		1,567,892	1,504,964
With donor restrictions		239,322	304,610
Total net assets		1,807,214	1,809,574
Total liabilities and net assets	**$**	**2,560,362**	**2,510,404**

See accompanying notes to financial statements.

CARING UNLIMITED, INC.
Statements of Activities
Years Ended September 30, 2023 and 2022

	2023			2022		
	Without donor restrictions	With donor restrictions	Total	Without donor restrictions	With donor restrictions	Total
Revenue, gains and other support:						
Federal and state grants	$ 1,852,019	-	1,852,019	1,627,291	-	1,627,291
Municipal support	43,679	-	43,679	41,837	-	41,837
Maine State Housing Authority grants	195,201	-	195,201	206,984	-	206,984
Other grants	186,858	-	186,858	206,631	-	206,631
United Way	29,025	-	29,025	35,219	-	35,219
Contributions	92,750	197,193	289,943	81,657	297,801	379,458
Contributed nonfinancial assets	61,497	-	61,497	62,596	-	62,596
Fundraising and sales	70,612	-	70,612	70,470	-	70,470
Rental income	156,975	-	156,975	136,181	-	136,181
Training and fee income	5,241	-	5,241	-	-	-
Interest income	6,871	-	6,871	416	-	416
Miscellaneous	3,904	-	3,904	2,683	-	2,683
Total revenue, gains and other support	2,704,632	197,193	2,901,825	2,471,965	297,801	2,769,766
Net assets released from restrictions:						
Restrictions satisfied by payments or incurrence of expense	262,481	(262,481)	-	217,081	(217,081)	-
Total revenue, gains, other support and reclassifications	2,967,113	(65,288)	2,901,825	2,689,046	80,720	2,769,766
Program expenses:						
Transitional housing	327,999	-	327,999	319,111	-	319,111
Emergency shelter program	263,062	-	263,062	320,188	-	320,188
Children's services	73,918	-	73,918	137,222	-	137,222
Non-resident services	339,178	-	339,178	258,302	-	258,302
Legal advocacy	343,944	-	343,944	337,988	-	337,988
Hotline	253,830	-	253,830	249,739	-	249,739
Community response	299,905	-	299,905	189,534	-	189,534
Volunteer services	39,308	-	39,308	59,736	-	59,736
Other programs	413,025	-	413,025	223,743	-	223,743
Total program expenses	2,354,169	-	2,354,169	2,095,563	-	2,095,563
Supporting services:						
Management and general	509,867	-	509,867	472,057	-	472,057
Fundraising	40,149	-	40,149	55,620	-	55,620
Total supporting services	550,016	-	550,016	527,677	-	527,677
Total expenses	2,904,185	-	2,904,185	2,623,240	-	2,623,240
Change in net assets	62,928	(65,288)	(2,360)	65,806	80,720	146,526
Net assets, beginning of year	1,504,964	304,610	1,809,574	1,439,158	223,890	1,663,048
Net assets, end of year	**$ 1,567,892**	**239,322**	**1,807,214**	**1,504,964**	**304,610**	**1,809,574**

See accompanying notes to financial statements.

CARING UNLIMITED, INC.
Statement of Functional Expenses
Year Ended September 30, 2023

	Program expenses										Supporting services			
	Transitional housing	Emergency shelter program	Children's services	Non-resident services	Legal advocacy	Hotline	Community response	Volunteer services	Other programs	Total program expenses	Management and general	Fundraising	Total supporting services	Total expenses
Salaries	$ 106,512	151,073	47,384	153,367	239,190	124,267	177,779	24,240	62,153	1,085,965	346,606	19,808	366,414	1,452,379
Employee benefits	24,321	33,499	5,038	45,232	52,313	29,242	31,961	7,407	12,000	241,013	77,243	4,187	81,430	322,443
Payroll taxes	11,743	16,003	4,958	16,463	24,782	12,910	18,594	2,627	1,423	109,503	35,573	2,035	37,608	147,111
Consultants	46	75	23	73	92	46	83	10	5,000	5,448	344	6	350	5,798
Contributed nonfinancial salaries	-	-	-	-	-	61,497	-	-	-	61,497	-	-	-	61,497
Telephone	451	917	171	876	1,127	11,235	726	76	7,472	23,051	762	47	809	23,860
Postage	66	59	33	162	793	219	142	27	-	1,501	201	612	813	2,314
Office supplies	431	301	93	295	540	493	645	42	-	2,840	1,494	266	1,760	4,600
Program materials	8,100	9,301	11,948	1,219	2,270	903	4,037	1,073	917	39,768	951	145	1,096	40,864
Utilities	44,421	11,671	495	1,567	1,970	990	1,781	221	-	63,116	2,209	137	2,346	65,462
Food	-	2,711	-	-	-	-	-	-	-	2,711	-	-	-	2,711
Printing	-	-	-	-	-	1,157	587	-	-	1,744	1,194	3,386	4,580	6,324
Travel	400	1,375	113	392	3,627	216	2,328	537	-	8,988	514	369	883	9,871
Insurance	8,451	3,674	505	1,597	3,213	1,009	1,816	720	-	20,985	8,428	139	8,567	29,552
Staff training	873	1,416	355	1,149	1,931	703	1,239	237	1,825	9,728	2,271	609	2,880	12,608
Other	-	103	-	-	-	-	-	-	-	103	12,676	7,458	20,134	20,237
Restricted expense	-	-	-	-	-	-	-	-	242,481	242,481	-	-	-	242,481
Dues and subscriptions	-	-	-	-	595	-	-	95	-	690	3,037	-	3,037	3,727
Equipment and technology	3,063	5,014	719	2,223	2,767	2,213	3,219	1,103	2,137	22,458	7,419	391	7,810	30,268
Repairs and maintenance	46,449	12,380	665	2,098	2,634	1,323	2,629	294	3,600	72,072	2,954	185	3,139	75,211
Audit	1,373	2,244	692	2,188	2,750	1,382	2,487	309	-	13,425	3,084	190	3,274	16,699
Client resources	27,832	4,667	75	3,323	760	725	-	-	66,389	103,771	-	-	-	103,771
Interest	1,521	417	138	437	549	275	497	61	-	3,895	618	38	656	4,551
Subcontractor services	-	-	-	104,899	-	2,000	47,509	-	6,178	160,586	-	-		160,586
Total expenses before depreciation	286,053	256,900	73,405	337,560	341,903	252,805	298,059	39,079	411,575	2,297,339	507,578	40,008	547,586	2,844,925
Depreciation	41,946	6,162	513	1,618	2,041	1,025	1,846	229	1,450	56,830	2,289	141	2,430	59,260
Total expenses	**$ 327,999**	**263,062**	**73,918**	**339,178**	**343,944**	**253,830**	**299,905**	**39,308**	**413,025**	**2,354,169**	**509,867**	**40,149**	**550,016**	**2,904,185**

See accompanying notes to financial statements.

CARING UNLIMITED, INC.
Statement of Functional Expenses
Year Ended September 30, 2022

	Program expenses										Supporting services			
	Transitional housing	Emergency shelter program	Children's services	Non-resident services	Legal advocacy	Hotline	Community response	Volunteer services	Other programs	Total program expenses	Management and general	Fundraising	Total services	Total expenses
Salaries	$ 104,576	153,026	88,117	144,687	232,712	129,561	121,313	43,200	6,608	1,023,800	303,071	35,903	338,974	1,362,774
Employee benefits	23,499	36,971	16,016	51,252	54,399	24,333	21,828	6,291	-	234,589	70,690	3,196	73,886	308,475
Payroll taxes	12,044	17,600	10,001	17,081	26,149	14,729	14,066	4,879	613	117,162	33,938	4,091	38,029	155,191
Consultants	-	732	-	-	-	2,000	-	-	-	2,732	8,855	-	8,855	11,587
Contributed nonfinancial salaries	-	6,250	-	-	-	56,346	-	-	-	62,596	-	-	-	62,596
Telephone	459	1,939	439	1,064	1,173	11,284	351	98	3,495	20,302	1,042	89	1,131	21,433
Postage	-	84	-	4	332	259	302	122	-	1,103	896	368	1,264	2,367
Office supplies	462	488	426	645	883	380	665	129	-	4,078	1,133	293	1,426	5,504
Program materials	8,772	4,532	13,756	868	2,234	1,004	549	1,549	504	33,768	546	230	776	34,544
Utilities	39,734	10,284	860	1,441	1,769	926	1,083	302	-	56,399	1,832	269	2,101	58,500
Food	57	2,520	-	-	-	-	-	-	-	2,577	-	-	-	2,577
Printing	-	-	-	-	-	-	1,238	-	-	1,238	795	1,107	1,902	3,140
Travel	127	2,622	103	201	682	-	792	108	-	4,635	68	259	327	4,962
Insurance	7,685	2,825	963	1,899	3,117	1,286	1,443	741	-	19,959	4,706	327	5,033	24,992
Staff training	2,296	342	568	1,086	1,791	565	828	183	-	7,659	6,889	161	7,050	14,709
Other	217	121	91	151	187	165	458	32	-	1,422	10,132	7,597	17,729	19,151
Restricted expense	-	-	-	-	-	-	-	-	152,051	152,051	-	-	-	152,051
Dues and subscriptions	-	-	-	-	518	-	-	95	-	613	4,766	-	4,766	5,379
Equipment and technology	4,084	3,529	1,421	3,906	2,736	1,530	4,112	466	8,939	30,723	6,022	418	6,440	37,163
Repairs and maintenance	46,819	56,715	1,834	3,069	3,748	1,951	2,431	638	10,795	128,000	8,252	573	8,825	136,825
Audit	1,104	1,874	1,256	1,782	2,661	1,630	1,320	495	-	12,122	2,850	378	3,228	15,350
Client resources	24,350	10,897	215	3,065	515	529	-	-	38,934	78,505	-	-	-	78,505
Interest	2,530	244	196	326	404	214	244	69	-	4,227	420	62	482	4,709
Subcontractor services	-	-	-	24,183	-	-	15,316	-	-	39,499	-	-	-	39,499
Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	3,101	-	3,101	3,101
Total expenses before depreciation	278,815	313,595	136,262	256,710	336,010	248,692	188,339	59,397	221,939	2,039,759	470,004	55,321	525,325	2,565,084
Depreciation	40,296	6,593	960	1,592	1,978	1,047	1,195	339	1,804	55,804	2,053	299	2,352	58,156
Total expenses	**$ 319,111**	**320,188**	**137,222**	**258,302**	**337,988**	**249,739**	**189,534**	**59,736**	**223,743**	**2,095,563**	**472,057**	**55,620**	**527,677**	**2,623,240**

See accompanying notes to financial statements.

CARING UNLIMITED, INC.
Statements of Cash Flows
Years Ended September 30, 2023 and 2022

		2023	2022
Cash flows from operating activities:			
Change in net assets	$	(2,360)	146,526
Adjustments to reconcile change in net assets to net cash			
and cash equivalents provided by (used in) operating activities:			
Depreciation		59,260	58,156
Contributions restricted for long-term purposes		(197,193)	(297,801)
(Increase) decrease in assets:			
Accounts receivable		3,588	(2,604)
Grants receivable		(92,148)	43,487
Prepaid expenses		9,404	2,400
Right of use asset - operating		5,724	5,724
Increase (decrease) in liabilities:			
Accounts payable		6,346	49,826
Accrued payroll and related expenses		12,780	13,683
Accrued compensated absences		5,993	4,980
Escrows and amounts held for others		2,500	-
Right of use liability - operating		(5,724)	(5,724)
Net cash and cash equivalents provided by (used in) operating activities		(191,830)	18,653
Cash flows from investing activities:			
Purchase of property and equipment		(99,807)	(76,739)
Net cash and cash equivalents used in investing activities		(99,807)	(76,739)
Cash flows from financing activities:			
Payments on long-term debt		(28,907)	(27,655)
Proceeds from issuance of forgivable debt		129,330	64,665
Repayments on line of credit		(420,000)	(445,000)
Proceeds from line of credit		350,000	340,000
Contributions restricted for long-term purposes		197,193	297,801
Net cash and cash equivalents provided by financing activities		227,616	229,811
Net change in cash and cash equivalents		(64,021)	171,725
Cash and cash equivalents, beginning of year		591,550	419,825
Cash and cash equivalents, end of year	**$**	**527,529**	**591,550**
Supplemental disclosures:			
Cash paid during the year for interest	**$**	**4,551**	**4,709**

See accompanying notes to financial statements.

NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities - Caring Unlimited, Inc. (the Organization) is a nonprofit corporation organized under the laws of the State of Maine to provide emergency food, shelter, and supportive referrals to people in crisis situations which includes, but is not limited to, domestic violence. Such services are also provided to those minor children legally in the client's custody. Caring Unlimited, Inc.'s services include a 24-hour helpline, emergency safe home, transitional housing program, support groups for people experiencing domestic abuse, and community and school outreach programs promoting public awareness and training.

Basis of Accounting - The financial statements of Caring Unlimited, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables, and other liabilities.

Basis of Presentation - The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets with donor restrictions and net assets without donor restrictions.

Net assets without donor restrictions are resources available to support operations and are not subject to donor imposed restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the organization, the environment in which it operates, the purposes specified in its corporate documents, and its application for tax-exempt status. At its discretion, the governing board may designate a portion of net assets without donor restrictions to be used for specific purposes under the category of Board designated net assets.

Net assets with donor restrictions are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

As of September 30, 2023 and 2022, the Organization had no net assets with donor restrictions that were required to be maintained in perpetuity.

Income Taxes - Caring Unlimited, Inc. is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and has also been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a) of the Code.

Accounting principles generally accepted in the United States of America requires management to evaluate tax positions taken by the Organization and recognize a tax liability if the Organization has taken an uncertain tax position that more likely than not would not be sustained upon examination by the Internal Revenue Service and state taxing authorities. The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

Concentration of Risk/Economic Dependency - A significant portion of the Organization's annual funding is provided through a grant from the Maine Department of Health and Human Services. Any significant reduction in this funding could affect the Organization's ability to fulfill its mission.

NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Contributed Nonfinancial Assets - Contributed nonfinancial assets include donated marketable securities, other noncash donations, and contributed professional services. Donated marketable securities and other noncash donations are recorded as contributions at their estimated fair values at the date of donation. Contributed professional services are recognized if the services received (a) create or enhance long-lived assets or (b) require specialized skills and are provided by individuals possessing those skills that would typically need to be purchased if not provided by donation.

Cash and Cash Equivalents - Management considers all financial instruments with an original maturity of three months or less to be cash equivalents.

Grants and Accounts Receivable - Caring Unlimited, Inc. operates primarily in York County and receives grants and awards to provide programs in this area. For the years ended September 30, 2023 and 2022, management established an allowance for uncollectible accounts receivables in the amount of $5,382 based on estimated collection rates. For each of the years ended September 30, 2023 and 2022, all grants receivables were deemed fully collectible, and thus no allowance was needed.

Property and Equipment - Property and equipment with an individual purchase price of $5,000 or more are capitalized and carried at cost, or fair value if donated. Depreciation of property and equipment is recorded using the straight-line method for financial reporting purposes over the various assets' estimated useful lives, which range from 5 to 40 years. Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized, while expenditures for maintenance and repairs are charged to expense as incurred.

Contributions - Contributions, including unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until they become unconditional, that is, at the time when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value on the date the contribution is made. Contributions to be received after one year are discounted at an appropriate discount rate commensurate with the risks involved. Amortization of discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. An allowance for uncollectible contributions receivable is provided based upon management's judgment of potential defaults. The determination includes such factors as prior collection history, type of contribution and nature of fundraising activity.

Contributions of property and equipment without donor stipulations concerning the use of such long-lived assets are reported as revenues of the net assets without donor restrictions class. Contributions of cash or other assets with donor restrictions, to be used to acquire or construct property and equipment, are reported as revenues of the net assets with donor restrictions class and are temporary in nature; the restrictions are considered to be released at the time such long-lived assets are placed in service, unless otherwise specified by agreements in place.

Contributions with Restrictions Met in the Same Year - Contributions received with donor-imposed restrictions that are met in the same year as received are reported as revenues of the net assets with donor restrictions class, and a reclassification to net assets without donor restrictions is made to reflect the expiration of such restrictions.

NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses in the reporting period. Actual results could differ from these estimates.

Functional Expenses - Expenses are assigned or allocated to both programs and supporting general and administrative services. Salaries and wages are assigned based on actual time spent by staff members. Other direct expenses are assigned to programs or supporting services based on the cost objective served. Occupancy expenses are allocated in relation to the number of full-time equivalent staff positions assigned to each program. Fundraising expenses for each of the years ended September 30, 2023 and 2022 totaled $40,149 and $55,620, respectively.

New Accounting Pronouncements - During the year ended September 30, 2023, the Organization adopted the provisions of Accounting Standards Update (ASU) No. 2016-02 *Leases (Topic 842).* Under this ASU, at the commencement of a long-term lease (greater than 12 months), the lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Application of this standard must be applied using a modified retrospective transition approach for leases existing at the earliest comparative period presented in the financial statements. As a result, the statement of financial position for the year ended September 30, 2023 has been restated to include a right of use asset and a corresponding right of use liability in the amount of $12,402.

Reclassifications - Certain prior year balances have been reclassified for comparative purposes to correspond to the current year financial statement presentation. Such reclassifications had no effect on the results of operations as previously reported.

GRANTS RECEIVABLE

Following is a summary of grants receivable at September 30, all of which are deemed fully collectible:

	2023	2022
Maine State Housing Authority	$ 45,215	35,553
Department of Health and Human Services	317,796	266,601
Stop Grant	12,465	12,575
OVW Grant	151,424	126,053
MCEDV	7,863	1,833
Total grants receivable	**$ 534,763**	**442,615**

CONCENTRATION OF CREDIT RISK

Caring Unlimited, Inc. maintains cash balances at a local bank. As of September 30, 2023 and 2022, deposits were insured by the FDIC up to a maximum amount of $250,000. At September 30, 2022 and 2021, the Organization had uninsured cash balances of $298,784 and $374,024, respectively.

LINE OF CREDIT

As of September 30, 2023 and 2022, Caring Unlimited, Inc. had an available line of credit in the amount of $250,000 with a local bank. Outstanding balances on the line of credit are payable upon demand and are secured by all corporate assets, and carry interest payable monthly at prime plus 1%, which equated to 9.50% and 7.25% at September 30, 2023 and 2022, respectively. As of September 30, 2023 and 2022, total outstanding balances on this line of credit amounted to $25,000 and $95,000, respectively.

LONG-TERM DEBT

Long-term debt consisted of the following at September 30:

	2023	2022
Maine State Housing Authority Repair Loan, no interest, payments of principal deferred until maturity, due in full May 29, 2049, secured by real estate.	$ 14,000	14,000
Mortgage payable to Kennebunk Savings Bank, monthly payments of principal and interest in amounts ranging from $2,742 to $3,445, interest is fixed at 4.02%, due in full on June 23, 2024, secured by real estate.	22,471	51,378
Maine State Housing Authority Repair Loan, no interest, payments of principal deferred until maturity, due in full November 4, 2049, secured by real estate.	55,000	55,000
Subtotal	91,471	120,378
Less current portion	(22,471)	(28,932)
Long-term debt	**$ 69,000**	**$ 91,446**

The following summarizes Caring Unlimited, Inc.'s debt maturities for the years ending September 30:

2024	$ 22,471
2025	-
2026	-
2027	-
2028	-
Thereafter	69,000
Total	**$ 91,471**

FORGIVABLE DEBT

In August, 2020, the Organization executed a forgivable promissory note with the Maine State Housing Authority (MSHA) with a maximum amount of $150,000 for building repairs, forgivable in August 2025. In January, 2021, the Organization executed a second forgivable promissory note with the MSHA in the amount of $80,342 for building repairs, forgivable in January, 2026. On July 6, 2022, the Organization executed a third forgivable promissory note with the MSHA for building repairs, which is forgivable in July 2027. The total balance outstanding on this forgivable loan is $193,995, of which $129,330 was drawn during fiscal 2023 and $64,665 was drawn during fiscal 2022.

FORGIVABLE DEBT, CONTINUED

These notes shall be forgiven automatically and without further action by the MSHA five (5) years from the date of the loans, provided the Organization remains in compliance with the terms provided in the notes. As of September 30, 2023 and 2022, the Organization had an outstanding balance of $424,337 and $295,007 on these notes, respectively.

RESTRICTED GRANT FUNDS USED TO PURCHASE LONG-LIVED ASSETS

In 2003, the Organization used certain federal grant funds to purchase real property which has been subsequently converted into a transitional housing facility. The amount of such grant funding was $400,000. As the underlying grant agreement requires the facility to be used for a certain stated purpose for a minimum of 20 years, the net assets arising from this grant have been classified as net assets with donor restrictions that are temporary in nature, and will be reclassified as net assets without donor restrictions over the required term of the specified use noted above, in accordance with accounting principles generally accepted in the United States of America. For each of the years ended September 30, 2023 and 2022, the amount of such reclassification was $20,000, respectively, leaving a balance of $30,000 and $50,000 included in net assets with donor restrictions that are temporary in nature at September 30, 2023 and 2022, respectively.

RESTRICTIONS AND LIMITATIONS OF NET ASSET BALANCES

Net assets with donor restrictions consisted of the following at September 30:

Subject to appropriation and expenditure when a specified event or time occurs:

	2023	2022
HUD Grant used to purchase real property	$ 30,000	50,000
Development Director Grant	65,000	65,000
ARR Grant	7,096	7,096
Client Emergency Fund	3,798	3,948
Maine Community Foundation Funds	6,100	6,100
Outreach Fund	281	281
Shelter Fund	6,952	10,279
Tanya's Fund	5,186	5,459
Diversion Fund	-	5,034
EFSP ARPA Funds	-	18,394
MSHA ARPA	83,593	106,180
All other	31,316	26,839
Total net assets with donor restrictions	**$ 239,322**	**304,610**

403(B) RETIREMENT PLAN

The Organization maintains a Section 403(b) Retirement Plan for its employees. The plan provides for an employer match equal to a maximum of 2% of the employee's compensation. The Organization recognized $17,209 and $11,339 in expense arising from such matching contributions for the years ended September 30, 2023 and 2022, respectively.

RIGHT OF USE – OPERATING LEASES

Caring Unlimited, Inc. is obligated under several non-cancelable operating leases through which it has obtained the use of certain office equipment. For each of the years ended September 30, 2023 and 2022, total rent expense paid under these lease arrangements amounted to $5,724. Future minimum required lease payments under non-cancelable agreements are as follows:

Fiscal year ending September 30	Amount
2024	$ 5,724
2025	954
2026	-
2027	-
2028	-
Total	**$ 6,678**

CONTINGENCIES

Caring Unlimited, Inc. participates in various state governmental grant programs subject to future program compliance audits by the grantors or their representatives. Accordingly, Caring Unlimited, Inc.'s compliance with applicable grant requirements may be established at some future date. The amount, if any, of liabilities arising from the disallowance of expenditures or ineligibility of grant revenues cannot be determined at this time.

LIQUIDITY AND AVAILABILITY OF RESOURCES

The Organization has the following financial assets available within one year of the balance sheet date to meet cash needs for general expenditure:

	2023	2022
Cash and cash equivalents	$ 527,529	591,550
Accounts receivable, net	-	3,588
Grants receivable	534,763	442,615
Total	**$ 1,062,292**	**1,037,753**

None of the Organization's cash or accounts receivables are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. The grants receivable are subject to implied time restrictions but are expected to be collected within one year.

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. As more fully described in the "Lines of Credit" note, the Organization has one committed line of credit in the amount of $250,000 which it could draw upon in the event of an unanticipated liquidity need.

METHOD USED FOR ALLOCATION OF EXPENSES

The financial statements report certain categories of expenses that are attributable to one or more program or supporting functions of the Organization. Program costs are reported based upon direct charges incurred for the respective program. All other costs, not directly incurred for a particular program, are classified as supporting service costs and are reported as general and administrative expenses.

REVENUE RECOGNITION

During the years ended September 30, 2023 and 2022, the Organization had contract revenue consisting of the following:

	2023	2022
Fundraising and sales, net	$ 70,612	70,470
Rental income	156,975	136,181
Training and fee income	5,241	-
Total	**$ 232,828**	**206,651**

At September 30, 2023 and 2022, the Organization had contract assets consisting of receivables for rental income in the amount of $0 and $3,588, respectively. For each of the years ended September 30, 2023 and 2022, goods and services provided to customers included access to special events, access to rental space and provision of educational programs.

To best match the timing of the transfer of goods or services, the Organization recognizes revenue from contracts with customers when performance obligations are satisfied, which is over the specific term for rental income, and on the date of occurrence for programs and sales. All prices are fixed and there are no financing terms. There are no significant warranties of return, refund, or discount obligations related to any contracts with customers. For each of the years ended September 30, 2023 and 2022, the greatest economic factor effecting contract revenue has been the economy and inflation.

Contract transaction prices, such as membership fees, include management's judgment of variable consideration, which includes incentives and rebates. Based on available information, management must include an estimate of any variable consideration, if applicable, when determining the contract transaction price. There were no such variable considerations in determining contract transaction prices.

CONTRIBUTED NONFINANCIAL ASSETS

Contributed nonfinancial assets recognized within the statements of activities amounted to $61,497 and $62,596 for the years ended September 30, 2023 and 2022, respectively, and consisted of hotline volunteer hours. Unless otherwise noted, all contributed nonfinancial assets are not subject to any donor restrictions.

All contributed services were utilized to work with the community to end domestic violence in York County by providing support and a safe haven to women, their children, and men whose lives are affected by domestic abuse. In valuing and reporting these services, the Organization estimated fair value in the financial statements based on current rates for similar services.

CONDITIONAL PROMISES TO GIVE

During the years ended September 30, 2023 and 2022, the Organization was awarded several grants, subject to certain conditions, to provide funding in a non-exchange fashion in support of the Organization. Such conditionally promised funding amounted to $4,854,592 and $4,773,711 for the years ended September 30, 2023 and 2022, respectively. In accordance with FASB ASC 958-605-25 *Revenue Recognition-Contributions*, contributions subject to conditions are not recognized as revenue until the related conditions have been met.

For the above noted grants, conditions are considered to have been fully satisfied when qualifying expenditures have been incurred. As of September 30, 2023 and 2022, total conditional contributions yet to be recognized as revenue amounted to $917,853 and $2,846,401, respectively.

SUBSEQUENT EVENTS

In accordance with FASB ASC 855-10 *Subsequent Event*, management has evaluated subsequent events for possible recognition or disclosure through February 27, 2024, which is the date these financial statements were available to be issued.

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine.org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Day One

Principal Address: 86 Tandberg Trl. Windham, ME 04062

Mailing address is PO Box 1360 Windham, ME 04062

Executive Director: Becky Humphrey

Contact Person/Phone Number: Renee Ronfeldt, 207-893-0386, ReneeR@day-one.org

Est. Total Agency Budget for 2024/2025: $4,106,825

Actual 2023/2024 Budget: $5,390,765.56

Amount requested from the City of Biddeford:$2,500

What percent of your annual budget does this request represent: less than 1%

What percent of this request will be used towards salaries: 0

What percent of this request will be used towards direct services/programming: 100%

Please provide your agency's mission statement:

Day One improves the health of Maine by providing substance use, mental health and wellness services to youth and families.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

We provide a full continuum of substance use and mental health services designed to reconnect individuals, youth, and families to paths of healing and recovery. These services include Case Management, Substance Use Treatment, Mental Health Treatment, Youth Residential Treatment, Medication Management, Unhoused Youth Services, and School Based Services. Last fiscal year Day One served 128 Biddeford residents; 58% of those individuals were youth under the age of 18.

Day One operates the only adolescent residential substance use programs in Maine regardless of insurance. Because our Youth Residential Treatment Centers are the only of its kind in Maine, referrals come from all over the State for these programs.

How is that need determined or measured?

The need for services is determined through referral data received. Once referred, each client goes through the intake process within our outpatient program. They will be assigned a clinician who will do a full biopsychosocial assessment to determine which level of care or programs would be most appropriate for the client. Currently waitlists are greater than we are able to provide services for.

How is your program attempting to meet that need and what is the outcome that you expect to achieve? (Please be as specific as possible)

The variety of programs Day One offers which includes youth residential substance use treatment, individual therapy, family therapy, case management, medication management, MOUD and OHH services as well as unhoused youth services displays how Day One is creatively and strategically trying to reach our community members in need. Day One holds a waitlist for most of its programs and with additional funding is looking to increase our capacity to serve more youth through our Substance Use Residential programs and expand our school-based services. We are additionally looking to strengthen our Case Management services that directly help people with increasingly complex health problems navigate challenges of medical care coordination, employment, housing, financial assistance, and transportation.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

Our agency maintains a strategic plan which is reviewed annually to track progress. We have an operational quality improvement plan which looks at annual satisfaction surveys and reviews any incidents to guide

necessary plan changes. We additionally have a Quality Committee that reviews set performance measure targets to closely measure progress and challenge areas.

Client eligibility criteria:
Day One accepts all referrals regardless of ability to pay.

Describe any fee or payment structure your organization charges for services:
Funding is primarily Fee for Service driven using established Maine Care and commercial rate structures. Several contracts with the State and various school systems help subsidize what work cannot be billed. Day One needs to raise a total of $250,000 to cover all expenses not supported by direct billing, which is only 6% of the entire budget.

Describe services provided:
Day One provides a full continuum of substance use and mental health services designed to reconnect individuals, youth, and families to paths of healing and recovery. These services include Case Management, Substance Use Treatment, Mental Health Treatment, Youth Residential Treatment, Medication Management, Unhoused Youth Services, and School Based Services.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide

services for the residents of the City:

Yes, Day One has an office in Biddeford and our programs are open to all residents from Biddeford.

Define a unit of service as it pertains to the program:
This is difficult to provide as service unit definitions varies by Day One service. As an examples within our Outpatient Mental Health and SU program a unit is a client who has been screened for ACES as part of the assessment process, is receiving the appropriate care by participating in counseling for substance use and/or mental health concerns and is demonstrating meeting treatment goals. In general, all our programs follow a similar unit of service but would include specific wording used for that particular program.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

Day One collaborates with many organizations including local hospitals, law enforcement, homeless teen shelters, school systems, as well as other mental health agencies and community partners in order to best meet our communities needs.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent
No, it hasn't been revoked.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

ATTACHED

Part 2 (N/A our request is less than $5,000)

What accommodations are made to those applicants with zero income?

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				
State				
County				
Municipal				
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants				
Other Income/Surplus				
In-kind Contributions				
Totals:				
EXPENSES				
Salaries/Benefits				
Other operating expenses				

Total number of individuals served (unduplicated): _____

Total number of units provided: _____

Total number of individuals served from Biddeford: _____

Percent of total client count that are residents of the City of Biddeford: _____

What other municipalities provide financial assistance and how much does each provide?

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

Per capita cost of service(s); each individual counted only once:

Unit of service cost: _____

How many members of your agency have authority to decide where/how your funds will be spent?

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

Agencies REQUIRED to file yearly audits—include a copy of last audited financial statement.

Agencies NOT REQUIRED to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates

VALIDATION

I, CASSANDRA REBECCA HUMPHREY, of Day One
(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

Chief Executive Officer

Cassandra Rebecca Humphrey, Chief Executive Officer Date 2/21/25
Signature/Title

ADDITIONAL INFORMATION

***Please see cover letter that was sent 12/16/24 below.**

Dear Biddeford City Council Members,

Day One One's mission is to improve the health of Maine by providing substance use, mental health, and wellness services to youth and families. We provide a full continuum of substance use and mental health services designed to reconnect individuals, youth, and families to paths of healing and recovery. These services include Case Management, Substance Use Treatment, Mental Health Treatment, Youth Residential Treatment, Medication Management, Unhoused Youth Services, and School Based Services. Last fiscal year Day One served 128 Biddeford residents; 58% of those individuals were youth under the age of 18.

Day One operates the only adolescent residential substance use programs in Maine regardless of insurance. Because our Youth Residential Treatment Centers are the only of its kind in Maine, referrals come from all over the State for these programs and the need is high.

Thank you for your consideration with our funding request.

City of Biddeford

205 Main Street/PO Box 586

Biddeford, Maine 04005

Application for Municipal/Social

Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine.org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Apex Youth Connection

Principal Address: PO Box 783, 45 Granite Street, Biddeford, ME 04005

Executive Director: Michael Chapman

Contact Person/Phone Number: (207) 282-9700

Est. Total Agency Budget for 2024/2025: $450,000

Actual 2023/2024 Budget: $340,827

Amount requested from the City of Biddeford: $20,000

What percent of your annual budget does this request represent: 4%

What percent of this request will be used towards salaries: 80 %

What percent of this request will be used towards direct services/programming: 20%

Please provide your agency's mission statement: ***Apex is dedicated to enriching the lives of youth through hands-on activities and outdoor adventure, while fostering meaningful mentorships in an environment where every child feels safe and valued.***

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

Apex addresses the need for safe spaces for youth in Biddeford, as well as transportation support. We offer free, drop-in programs five days a week, year-round, open to all youth. To help meet transportation needs, we provide low- and no-cost bicycles to young people aged 8 to 18, ensuring they have reliable transportation to work, school, and other appointments.

Apex Youth Connection is a fully operational youth bike shop offering free or low-cost after-school programs for young people aged 8 to 18. While we welcome youth from all over Southern Maine, over 80% of our participants are from Biddeford. We ensure that all youth can attend and participate, regardless of their financial background.

Apex operates year-round, five days a week, from 3 PM to 6 PM. We offer daily drop-in programs as well as registration-required programs for youth seeking structured activities. Apex serves as a safe, supportive environment where local youth can hang out, learn new skills, build relationships with experienced mentors, and have fun. Additionally, we offer the "Earn a Bike" program, providing any youth with a fully functional bicycle for just $5 or for free.

At its core, Apex focuses on offering Biddeford youth both a safe space and affordable, functional bicycles to help with transportation.

How is that need determined or measured?

Needs are assessed through a structured approach, starting with direct communication with the youth. At Apex, we actively involve young people in every step of the program planning process to ensure we are building programs to fit their needs.

The second level of input comes from our community partners. Apex collaborates with a wide range of organizations that work directly with youth. We regularly engage with these partners through meetings to listen to their concerns and explore ways we can offer support. Some of our partners include the

Biddeford School System, Coastal Healthy Communities Coalition, Alternative Pathway Center, Heart of Biddeford, and many more.
The third level involves data collection from publicly available sources, such as vulnerability assessments, ALICE data, CHCC surveys, and other relevant reports.
To track and measure needs, we monitor key data points, including new participant data, daily attendance figures, and new bike build statistics. New participant data shows how many individuals are accessing our services each month, daily attendance data tracks how many participants use our services on a daily basis, and bike build data records the number of new bikes distributed to youth in the community each month.

How is your program attempting to meet that need and what is the outcome that you expect to achieve? (Please be as specific as possible)

Apex meets the needs of community youth by providing them with a space that is entirely their own. At Apex, youth know they are welcome to lounge, relax, eat, build, and have fun in a safe, supportive environment. To ensure all youth in Biddeford are aware of our services, we advertise our programs in key youth hotspots such as schools, libraries, and teen centers.
We prioritize equitable access to our programs by removing financial barriers. Apex is free to attend and register without cost. Additionally, any fees for structured programs are waived for youth who cannot afford them. There is no need for a formal application for financial assistance—youth only need to notify our staff, and the fees will be waived. By removing these paperwork barriers, we've seen more youth accessing financial support.
The outcome we expect to see is full attendance in our programs, maximum capacity attendance for drop in programming each day, and distribution of at least 100 bicycles to youth annually. In 2024, Apex successfully distributed 148 bicycles to youth in the community.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?
We conduct annual board reviews led by the Board of Directors, along with staff reviews and strategy sessions. Additionally, we hold youth reviews where we consult our participants through surveys or open forums, gathering their direct feedback on what could be improved.

Client eligibility criteria:
Every client is eligible as long as they fall within the age range of 8 to 18.

Describe any fee or payment structure your organization charges for services:
Apex's drop-in programming is completely free of charge. Some registration-required programs may have associated fees, but financial assistance is available for those who need it, with no application or paperwork required.
The Apex Earn a Bike program charges a fee of $5 per bike and $1 per part, though these fees are often waived. Apex Summer Camp has a fee of $25 per week to ensure commitment, but this fee can be reduced or waived as needed.
For Apex trips, participants only need to cover the base entrance fee. For example, if the group goes apple picking, there is no additional cost to join, though participants are encouraged to bring their own funds if they wish to purchase apples. Similarly, if the group visits an amusement park, attendees are only responsible for their own ticket costs, there is no added fee required by Apex. Financial assistance is available to help with these costs as well.

Describe services provided:
Apex offers free drop-in programming for all youth, Monday through Friday, from 3 PM to 6 PM, year-round. During these hours, youth can access the bike shop, bicycle repair equipment, bench tools, outdoor facilities, indoor art room, Clifford Park entrance, snacks, mentors, and more all available at Apex.

Experienced staff members are on hand daily to assist participants.
The Apex Earn-a-Bike program also runs year-round during drop-in hours. This program allows any youth to choose a bike from Apex's selection of used, donated bikes, repair it with the help of our skilled mechanics, and keep it for just $5. Additional parts are available for $1 each.
Apex regularly organizes group bike rides, including both mountain bike and road rides. During these trips, Apex staff teach youth participants road laws, riding safety, convoy travel rules, and community navigation. These rides take place 2-3 times per week during the summer months, and occasional winter rides are offered to educate youth on snow and ice riding techniques.
Apex is currently running the Bike Safety Project, which provides youth participants with safety equipment at no cost. This includes night riding lights, visibility vests, flags, bells, soft grip handles, cargo-carrying gear, wheel glow, and other all-weather equipment. The project was created last year after a youth participant was struck by a vehicle while riding home from school on their bike. Fortunately, the youth walked away with only minor injuries, but this incident prompted Apex staff to establish a program that prioritizes youth safety while riding. The Bike Safety Project is currently funded through grant assistance.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

Our facility is located in Biddeford.

Define a unit of service as it pertains to the program:
One unit of service is equal to one day of attendance per participant. We do not require participants to meet specific hourly requirements, they simply need to be present.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

Yes, we collaborate with Friends of Rachel Carson Wildlife Refuge (FRCWR) and My Place Teen Center.

We are currently partnering with FRCWR to establish the Youth Conservation Corps, a summer job program for youth focused on cleaning, enhancing, and maintaining local parks and wildlife refuges. Additionally, we are working with My Place Teen Center to set up a second Apex location in the basement of the newly renovated St. Andres Church. This new location will host a Lights On program, providing a safe space for youth until 9 PM in the evenings.

Has your 501C-3 status been revoked within the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent
Apex Youth Connection has 501c3 status and has not had its status revoked.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.
(see attached form)

Part 2

What accommodations are made to those applicants with zero income?
Apex works with all youth regardless of financial status. All associated program fees are available to be waived with no paperwork required.

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

No, we do not charge for General Assistance Referrals.

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?
Once per year.

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
20000	80	20		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				25000
State				
County				
Municipal		20000	13300	20000
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants		80000	54240	100000
Other Income/Surplus		42350	26040	253800
In-kind Contributions		10000	2455	
Totals:		152350	96035	398800
EXPENSES				
Salaries/Benefits		215828	201346	331746
Other operating expenses		142125	71216	86058

Total number of individuals served (unduplicated): FY 2024 - 182

Total number of units provided: FY 2024 - 2,500

Total number of individuals served from Biddeford: 148

Total number of individuals served (unduplicated): FY 2024 - 182

Total number of units provided: FY 2024 - 2,500

Total number of individuals served from Biddeford: 148

Percent of total client count that are residents of the City of Biddeford: 81.32%

What other municipalities provide financial assistance and how much does each provide?

None

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

No

Per capita cost of service(s); each individual counted only once:

Unit of service cost: $2,250/individual ($450,000 operating cost/200 individuals)

How many members of your agency have authority to decide where/how your funds will be spent? Executive Director and Executive Committee Board. Total of 4 people.

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

4 People.

Agencies REQUIRED to file yearly audits—include a copy of last audited financial statement.

Agencies NOT REQUIRED to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
Annual Appeal	Organizational Database	$500	$10,000	July - August 2025
Giving Tuesday	Organizational Database	$500	$5,000	December 2025

VALIDATION

I, Michael Chapman, of Apex Youth Connection
(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as Executive Director.
(Title)

Signature/Title

3/3/25
Date

ADDITIONAL INFORMATION

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name:	Maine Public
Principal Address:	1450 Lisbon St.
	Lewiston, ME 04240
Executive Director:	Rick Schneider, CEO
Contact Person/Phone Number:	Sarah Kasun, Marketing & Fundraising Specialist 207-404-5119 ext 3045
Est. Total Agency Budget for 2024/2025:	$18,711,186, see attached document for additional details
Actual 2023/2024 Budget:	$15,96,523
Amount requested from the	

City of Biddeford: $150

What percent of your annual budget does this request represent: By being one of more than 100 donating towns in Maine, you significantly help us at Maine Public bring trusted news, education, and entertainment to your community.

What percent of this request will be used towards salaries: Please reference the attached document for a breakdown of our annual budget.

What percent of this request will be used towards direct services/programming: Please reference the attached document for a breakdown of our annual budget

Please provide your agency's mission statement: Every day, Maine Public connects the people of Maine and our region to each other and to the world through the open exchange of information, ideas, and cultural content. For additional details, please visit https://www.mainepublic.org/the-mission-of-maine-public

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

Through radio, television, educational, and web services, Maine Public provides ideas, information, and lifelong learning to a diverse public. Most of these services are available to everyone at no charge. We also manager Maine's emergency radio broadcasting

How is that need determined or measured?

Maine Public is the only organization in the state that provides Mainers with trusted public news and media and emergency radio broadcasting throughout the state. We have over 50,000 active members any many more who access our content for free.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?(Please be as specific as possible)

We broadcast three television stations for news, children's programming, and the world. We have two radio stations, Maine Public Radio and Maine Public Classical. Maine Public is affiliated with NPR and PBS to bring trusted, national content to Mainers. Local programming is also produced, including Maine Calling, Maine's Political Pulse, Maine News, Climate Desk, Breakdown: Investigating Maine's Deadliest Shooting, Borealis, Highschool Quiz Show, and Maine High School Basketball Championship Weekend.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

Our budget is reviewed and updated for each fiscal year. Please find the attached documentation. We use various services to analyze our member base and traffic on web services. We also welcome community feedback and have a dedicated member services department.

Client eligibility criteria:

Our services are open to the public and accessible to Mainers and our friends in New Brunswick, Canada, and parts of New Hampshire and Massachusetts.

Describe any fee or payment structure your organization charges for services:

Our services are free to the public. Listeners and viewers may choose to become a member at a price that works best for them.

Describe services provided:

We provide trusted and reliable television, radio, and web broadcasting services

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

Our physical offices are in Portland, Lewiston, and Bangor, but we provide radio, television, and web services available to all City of Biddeford residents.

Define a unit of service as it pertains to the program:

Maine Public is expanding its radio broadcasting across the state of Maine, having been granted construction permits from the FCC to build seven new FM stations to expand Emergency broadcasting to underserved and unserved rural areas

Does your agency collaborate with any other non-profit organizations to maximize the use of the fundsyou receive? If yes, please

Yes, Maine Public is affiliated with NPR and PBS to bring national, trusted, and educational resources to Mainers.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

No.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income?

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				
State				
County				
Municipal				
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				

United Way				
Grants				
Other Income/Surplus				
In-kind Contributions				
Totals:				
EXPENSES				
Salaries/Benefits				
Other operating expenses				

Total number of individuals served (unduplicated): _____

Total number of units provided: _____

Total number of individuals served from Biddeford: _____

Percent of total client count that are residents of the City of Biddeford: _____

What other municipalities provide financial assistance and how much does each provide?

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

Per capita cost of service(s); each individual counted only once:

Unit of service cost: _____

How many members of your agency have authority to decide where/how your funds will be spent?

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of last audited financial statement.

Agencies <u>NOT REQUIRED</u> to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates

VALIDATION

I, Sarah Kasun, of Maine Public

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

The Direct Membership Marketing and Fundraising Specialist.

(Title)

Sarah Kasun

Signature/Title

02/12/2025

Date

*****ADDITIONAL INFORMATION*****

City of Biddeford

205 Main Street/PO Box 586

Biddeford, Maine 04005

Application for Municipal/Social

Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine.org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Lake Stewards of Maine

Principal Address: 24 Maple Hill Rd, Auburn, ME

Executive Director: Alison Cooney

Contact Person/Phone Number: Wendy Porter

Est. Total Agency Budget for 2025 (cash basis): $825,524

Actual 2024 Budget: $586,087

Amount requested from the City of Biddeford: $1,500

What percent of your annual budget does this request represent: .0018%

What percent of this request will be used towards salaries: 30%

What percent of this request will be used towards direct services/programming: 70%

Please provide your agency's mission statement:

Lake Stewards of Maine (LSM) works to protect Maine lakes and to promote lake stewardship through widespread citizen participation in the gathering and dissemination of credible scientific information pertaining to lake health.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

Lake Stewards of Maine (LSM) is a statewide nonprofit with a mission of keeping our Maine lakes and ponds clean and healthy. This means finding ways to keep aquatic invasive species out of our bodies of fresh water, and continually measuring and tracking water quality. LSM trains, certifies and supports volunteer community scientists who collect water quality monitoring data and survey lakes for aquatic invasive species. All of our training and support is provided at no charge to the public. Formed in 1971 (formerly known as the Maine Volunteer Lake Monitoring Program), the program was initially administered by the Maine Department of Environmental Protection and transitioned to non-profit status in 1996 when state and federal funding decreased and could no longer fully support the program.

How is that need determined or measured?

Maine's lakes contribute $14.3 billion in value to the state's economy annually. Lakeshore property owners support municipal services through their property taxes. Downtown shops, local services and hospitality businesses thrive when tourists and residents utilize our lakes. Aquatic Invasive Species can ruin the clarity of lakes and ponds, making them unattractive to recreationalists, and uninhabitable for fish and other freshwater species.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?

Maintaining the health of Maine's clear, clean waters requires nothing less than a statewide cadre of passionate and committed citizen stewards watching over them. Currently, more than 1,200 LSM certified community volunteers monitor the health of over 500 lakes throughout Maine. The direct involvement of dedicated LSM citizen lake scientists plays a vital role in maintaining and improving the water quality of Maine lakes and has been a significant factor in the early detection and control of aquatic invasive species in our lakes.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

We continually measure and compare the results of our programs. Last year alone, thanks to decisions by several municipal governments and other generous organizations and individuals,

- 523 citizens took part in LSM's 2024 training programs, and hundreds more joined online webinars;
- 53 water quality monitoring and Aquatic Invasive Species (AIS) workshops were held on 35 water bodies in Maine;
- 13 new lakes were added to the statewide list of lakes monitored;
- "The Value and Legacy of Maine's Lakes" conference drew over 300 people;
- and new infestations of invasive plants were discovered on several lakes which otherwise would have been left to spread, potentially infesting more of our pristine bodies of fresh water.

Client eligibility criteria: Our programs are free and open to anyone to participate.

Describe any fee or payment structure your organization charges for services:

All of the workshops and training sessions we offer are provided at no cost to the participants.

Describe services provided:

LSM trains, certifies and supports volunteer community scientists who collect water quality monitoring data and survey lakes to detect and report aquatic invasive species. All of our training and support is provided at no charge to the public.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

All those who experience the wide variety of offerings provided by Maine's lakes benefit from the stewardship efforts of LSM's committed volunteers. Every dollar donated to Lake Stewards of Maine is typically matched 10 times over by volunteer effort. A worthwhile investment on behalf of our treasured lakes, protecting local economies as well as our pristine waters.

As we approach our upcoming field season, we'd be happy to inform you of the trainings we'll be providing in your area. It would be a wonderful opportunity for you to meet some of the volunteers who are dedicated to caring for local lakes and ponds in and around the City of Biddeford. To view existing monitors on specific lakes, please visit our *lake resource* website, www.LakesOfMaine.org, search Towns, select a lake, then click on *Monitoring* in the menu bar to see who is monitoring your lakes.

Define a unit of service as it pertains to the program:

We could consider training and certifying one volunteer as a unit of service.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

Lake Stewards of Maine collaborates with other organizations in Maine on meaningful initiatives, and we establish new connections each year. Groups include a statewide Lake Protection Coalition, several land trusts around Maine, and a new relationship with the Upper Saint John River Organization, a group that is exploring ways to become involved in water quality monitoring.

Several of our workshops during 2024 were held in collaboration with multiple lake associations and regional groups, significantly broadening our impact.

Additional partnerships include the following:

- For several years, we have partnered with Maine Lakes, another statewide lake-focused nonprofit, on a lake conference, webinar series, and numerous other collaborative activities.
- We have connected with lake-focused nonprofits to initiate a statewide lake protection coalition.
- In local areas we work with land trusts, community groups, and tribal governments, to advance the protection of lakes and mitigation of infestations.
- We also continue to play a key role in the Maine Cyanobacteria Group and the EPA Cyanobacteria Monitoring Collaborative, actively working to better understand cyanobacteria and the toxins they produce.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

No, our status has not been revoked.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

VALIDATION

I,_____, of _____

(Name) (Name of Agency)

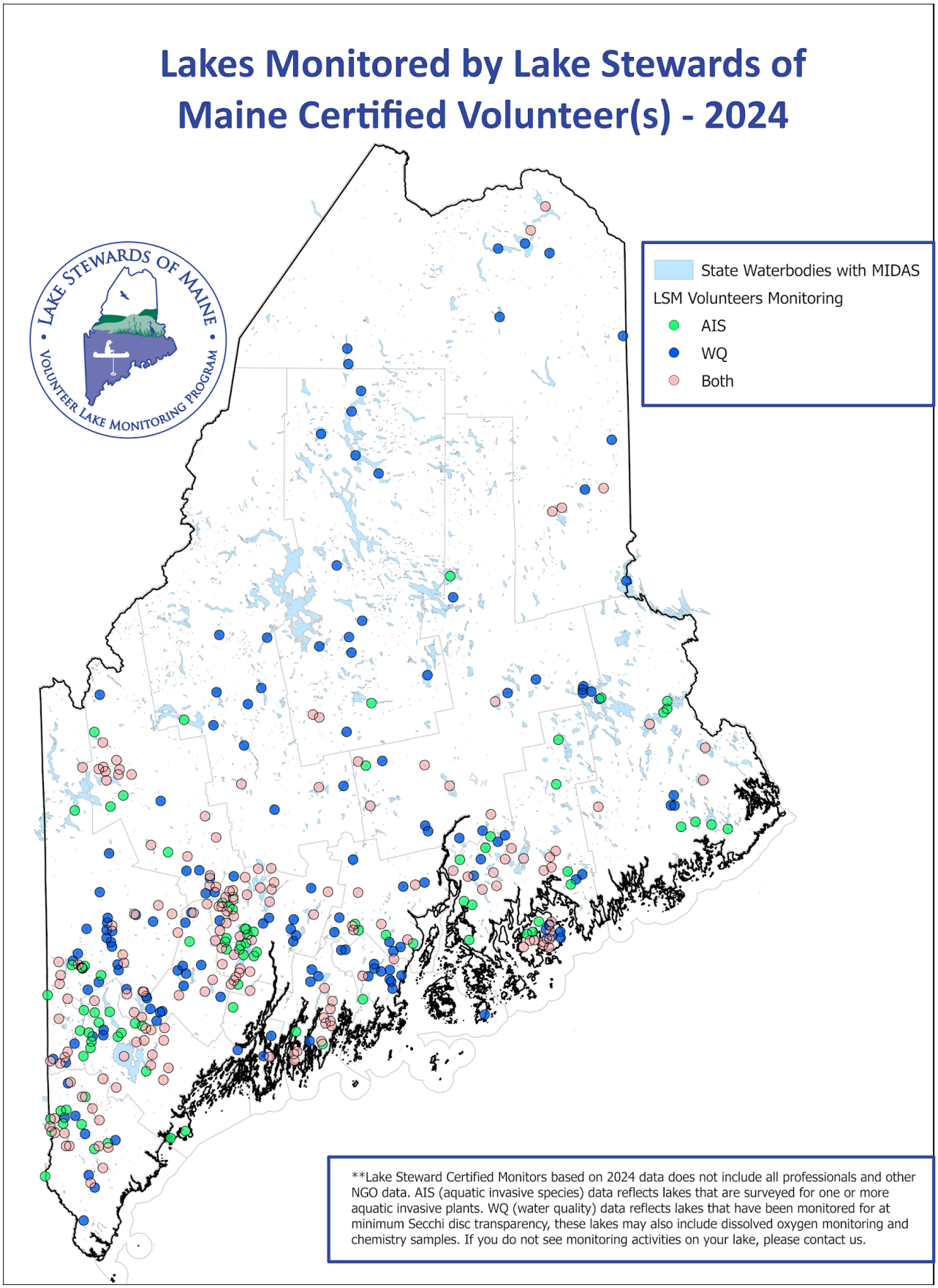
Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

_____.

(Title)

Signature/Title

Date


Lakes Monitored by Lake Stewards of Maine Certified Volunteer(s) - 2024
LAKE STEWARDS OF MAINE
VOLUNTEER LAKE MONITORING PROGRAM
State Waterbodies with MIDAS
LSM Volunteers Monitoring
AIS
WQ
Both
**Lake Steward Certified Monitors based on 2024 data does not include all professionals and other NGO data. AIS (aquatic invasive species) data reflects lakes that are surveyed for one or more aquatic invasive plants. WQ (water quality) data reflects lakes that have been monitored for at minimum Secchi disc transparency, these lakes may also include dissolved oxygen monitoring and chemistry samples. If you do not see monitoring activities on your lake, please contact us.

City of Biddeford
205 Main Street
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: York County Community Action Corporation

Principal Address: 6 Spruce Street, Sanford, ME 04073

Executive Director: Carter Friend

Contact Person/Phone Number: Jennifer Foy, 207-630-4079

Est. Total Agency Budget for 2024/2025: $27,553,853.00

Actual 2023/2024 Budget: $30,959,336.00

Amount requested from the

City of Biddeford: $8,500

What percent of your annual Budget does this request represent: 0.038%

What percent of this request will be used towards salaries:___0%_____

What percent of this request will be used towards direct services/programming:_100%_____

Please provide your agency's mission statement:

YCCAC's mission is to ensure that all people in York County thrive. We work with our partners to meet urgent needs, create opportunities to succeed, promote well-being, and advocate for just policies and practices.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

People struggling to make ends meet often face a range of complex challenges and barriers, both health and social. Research on the Social Determinants of Health (SDOH) has made it clear that in order to achieve good health outcomes it is essential to integrate health and social services. In fact, only 20% of our health outcomes are a function of access to health care, while 40% are a function of socioeconomic factors such as income, education, and job status. People who have jobs, a home, and access to nutritious food are more likely to be healthy, and people who are healthy are more likely to maintain employment and have strong social well-being. SDOH are also an important strategy for addressing health equity.

Because of our structure, YCCAC is uniquely situated to provide this mix of health and social services. We are the only organization in Maine and one of fewer than 20 in the country that is both a Community Action Agency and a Community Health Center. We provide access not only to medical care, but also to services that support transportation, financial supports, housing resources and other important SDOH factors.

The $8,500 requested represents 1% of the total cost of services YCCAC provides to residents of the City of Biddeford. All of the funds requested will support the direct services we provide to the residents of your community and helps to reduce reliance on General Assistance.

How is that need determined or measured?

The number of people who are struggling to make ends meet has never been higher. A recently completed report by the United Ways of Maine found that an astonishing 40% of households in York County (35,973 households) do not make enough money to meet a Household Survival Budget (2021 data, the most recent year data is available). Thirty-one percent of these households have incomes above the federal poverty level and still are not able to make ends meet. The rate is even higher for certain households, with an alarming 73% of households headed by single females with children not making ends meet, and 58% of Seniors (age 65+). This rate also varies by municipality, in Biddeford over 50% of households are not making ends meet. Access to affordable health care and resources that promote economic opportunity for these households is vital.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?(Please be as specific as possible)

Since 1965, York County Community Action Corporation (YCCAC) has provided an array of resources and services that promote economic opportunity and social equity for vulnerable citizens of York County. YCCAC's approach reflects a Social Determinants of Health framework, which looks at households' social, economic, and environmental conditions as both agents of cause as well as demonstrations of the impacts of poverty that limit people's chances at upward mobility, health, and well-being. YCCAC provides Head Start and Early Head Start, WIC, fuel assistance, weatherization, outreach services, financial coaching and free tax prep, and transportation. We also operate a federally-qualified health center with medical, dental and behavioral health care. Annually, YCCAC provides services to 20,000 residents of York County, in keeping with our mission to alleviate the effects of poverty, attack its underlying causes, and to promote the dignity and well-being of the people of York County, Maine.

What process does your agency undertake annually to evaluate the effectiveness of your program(s)?

The different programs throughout YCCAC use a variety of different methods to evaluate their effectiveness, including:

- Client Surveys
- Data Review & Analysis
- Use of Quality Improvement Teams
- Planned Due Study Act (PDSA)
  Community Needs Comparison

Client eligibility criteria:

To qualify for a majority of YCCAC assistance, clients must be at 200% of federal poverty level or below. That said, York County residents that do not meet that criteria may still be eligible for some services such as treatment at Nasson Health Care and rides through our transportation program.

Describe any fee or payment structure your organization charges for services:

Fees vary based on the program:

- WIC – no fee
- Economic Opportunity – no fee
- Energy – no fee
- Head Start/Early Head Start – sliding fee scale based on income
- Transportation – Sliding fee scale based on income
- Nasson Health Care – sliding fee scale based on insurance and income

Describe services provided:

Women, Infants, and Children (WIC) and Head Start support the nutrition and health of children from birth through age five, and engage parents in their child's development. WIC provided benefits to 3,591 women, infants, and children in 2023. Head Start/Early Head Start offer comprehensive birth-to-five early childhood education to low-income children at 14 classrooms throughout the county.

Our Energy Services Division helps connect low-income households with needed home heating fuel through Home Energy Assistance (HEAP), supporting 7,406 households in 2023. Our Weatherization activity provided a range of services including energy conservation and central heat improvements (over 1,000 households), heat pump benefits, and additional weatherization services.

Economic Opportunity encompasses community outreach (social work/case management/housing navigation) and financial education and asset building programming (budgeting, matched savings accounts and homebuyer education). . Programs are solution-focused to help individuals identify their own personal and/or financial goals and develop action plans to achieve them. In 2023, accomplishments included preventing 176 foreclosures, aiding over 970 families with tax preparation services and working with almost 3,200 people through outreach services. In 2023, 286 individuals completed homebuyer education classes.

YCCAC's health center, Nasson Health Care, provides primary medical, dental, and behavioral health care, targeting special populations including homeless individuals and those living in or adjacent to public housing facilities, as well as the Medically Underserved Population in the Sanford region. Over 7,000 patients received care at Nasson during 2023.

Finally, YCCAC's Transportation program is a crucial resource for community members who cannot afford to maintain a vehicle, do not have access to a vehicle, or who are unable to drive. In recent years, we have adapted to the changing environment and service landscape of York County with the use of our agency vehicles, toward a goal of providing a greater level of public transportation options. Last year, Transportation services covered over 300,000 miles and volunteers logged another 191,000 miles in support of York County residents in need of a ride. The most common uses of the service were workforce (71%), medical (19%), and grocery trips (8%).

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

Yes, we currently have 3 facilities in the City of Biddeford.

Define a unit of service as it pertains to the program:

A unit of service is program specific to the programs that we offer. For example:

- Economic Opportunity: One unit of service = one-hour coaching session with a coach.
- Head Start/Early Head Start: One unit of service = cost of student/year
- Nasson Health Care: One unit of service is based on health service provided and amount of time at appointment.
- Transportation: One unit of service = round trip fare per individual

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

Our programs partner with non-profit organizations throughout York County and the state to help ensure that our clients receive the supports best suited for their needs. We also collaborate with the following types of organizations to maximize the value of our funds and services for each household served.

- Homeless shelters
- School Districts (McKinney-Vento)
- Housing Authority
- General Assistance Offices

For example, for a family in need of housing, we look to combine any vouchers and/or benefits available through these other programs along with our own funding in order to help them to secure security deposits, first month's rent, etc.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

No

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income?

Some of our programs' eligibility criteria requires us to collect documentation of zero income.

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

No

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Annually

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
$8500.00	0%	100%		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal	Federal Grants	16,686,447	15,525,991	15,080,330
State	State Grants	1,734,674	1,366,080	1,206,504
County	County & Municipal	157,056	129,244	50,000
Municipal				
JTPA				
3RD Party	Patient Revenue	6,511,069	7,327,824	10,004,205
Fees/Tuition	Rental Income	180,249	237,312	
Private Insurance				
Endowments				
United Way				
Grants				
Other Income/Surplus	All Other Revenue	1,341,211	3,012,251	1,991,902
In-kind Contributions	In-Kind Contribution	943,147	436,900	1,140,548
Totals:		27,553,853	28,035,602	29,473,489
EXPENSES				
Salaries/Benefits		15,132,376	17,000,409	16,185,327
Other operating expenses		12,421,477	11,036,828	13,288,162

Total number of HOUSEHOLDS served (unduplicated): 7391

Total number of units provided: Since this is for all of our programs, units cannot be determined

Total number of HOUSEHOLDS served from Biddeford: 2589

Percent of total client count that are residents of the City of Biddeford: 32%

What other municipalities provide financial assistance and how much does each provide?

Please see attached

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

No

Per capita cost of service(s); each individual counted only once:

Varies based on program

Unit of service cost: Varies based on program

How many members of your agency have authority to decide where/how your funds will be spent?

13

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

4

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of last audited financial statement.

Agencies <u>NOT REQUIRED</u> to file yearly audits—complete the budget form and include your IRS Form 990

AGENCY INDEPENDENT FUND RAISING SURVEY

Please complete the following regarding all independent fund raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

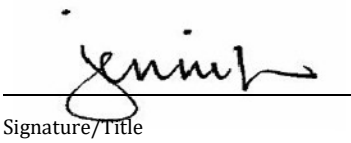
Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
Annual Appeal	Private Donors	7,800	25,000	11/1/2025-12/31/2025
Corporate Giving	Businesses with a presence in York county	1,000	30,000	3/1/2025 – 10/31/2025

VALIDATION

I,_____Jennifer Foy_____, of ___Yok County Community Action Corporation___
(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

_____Director of Grants_____.
(Title)



_____Director of Grants_____. __March 3, 2025_____
Signature/Title Date

*****ADDITIONAL INFORMATION*****

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: Biddeford Public School Education Foundation

Principal Address: 18 Maplewood Ave. Biddeford ME 04005

Executive Director: Shelley Kane – 207-286-6196

Contact Person/Phone Number: __

Est. Total Agency Budget for 2024/2025: $70,141

Actual 2023/2024 Budget: $51,566

Amount requested from the

City of Biddeford: $20,000

What percent of your annual budget does this request represent: 28.5%

What percent of this request will be used towards salaries: $0

What percent of this request will be used towards direct services/programming: 100%

Please provide your agency's mission statement:
The Biddeford Public School Education Foundation is a 501(c)(3) non-profit organization created to manage and distribute funds raised to enrich the educational experience for the students of Biddeford. Through partnerships with the community and district, the Foundation will provide resources outside the regular school budget to support food, rent relief, and clothing, augment teaching, as well as to encourage academic excellence and maximize opportunities for students from Pre-K through Grade 12.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:
Our primary focus has been on preventing homelessness through rent and emergency housing assistance, providing three stable meals daily through our Backpack Program, and providing weather-appropriate clothing to Biddeford Public School students in need.

How is that need determined or measured?
Biddeford has a free and reduced lunch rate of 58.43% district-wide; we know this number is grossly underreported at the high school level. Our homeless population continues to grow, and we currently have one hundred (100) students classified as homeless (as of Feb 26, 2025). Biddeford also serves more immigrant families (17.93% ELL), many of whom are refugees who have experienced trauma, than all other schools in York County combined.

Currently, the USDA has extended its free breakfast and lunch waiver to all youth during the school week, but students lack sustenance when school is not in session. The Backpack Program allows us to send food home for evenings and weekends to supplement other food programs so our students do not go hungry.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?

(Please be as specific as possible)

Need to be Met

Goal 1: To provide rental and housing assistance to Biddeford Public School children PreK-12 experiencing homelessness in Biddeford, Maine
Objective 1 - The provision of funding to support housing insecurity for families will decrease the instances of homelessness among students attending Biddeford Public Schools by 15% over 12 months.
Objective 2: Rental and housing assistance will decrease the number of Biddeford families residing in family homeless shelters, hotels, and cars.
Objective 3: School attendance of students served through rental assistance support will increase by 75% over a two-school year comparison.

Goal 2: To provide evening, weekend, and vacation-week meals for students to ensure they receive three meals daily.
Objective 1 - The provision of food through school Backpack Programs will decrease the number of students experiencing food insecurities outside of school
Objective 2: School attendance of students served through the Backpack Program will increase by 50% over a two-school year comparison.

Goal 3: To provide weather and activity-appropriate clothing to students in need.
Objective 1 - The provision of appropriate clothing will increase the self-confidence and thoughts of self-worth of those participating in the program.
Objective 2: Of students utilizing the school boutique, standardized test scores will increase by 15% over a two-school year comparison.
Objective 3: The provision of adequate clothing will increase student attendance by 60% over a two-school year comparison.

Expected Outcome

1. The expected results from these projects are an increase in student grades, attendance, and overall engagement in school. "When students receive the necessary nutrients, it enhances their ability to grasp complex concepts and excel academically. Students who maintain a healthy, well-balanced diet tend to exhibit better behavior in school and experience fewer absences." (Moultrie County Health Department, 2024) Resources support the idea that students with consistent access to food do better in school, leading to improvements in attendance, grades, and high school graduation rates.
2. Access to stable housing can drastically impact children's ability to learn, attend, and focus in school. "the mobility associated with homelessness, changes in foster care placements, and dislocation due to foreclosure or eviction may keep students from school while parents or guardians work to re-establish a stable living arrangement and, possibly, enroll their children in a new school" (NCHE, 2017) The objective is to ensure that families have consistent housing, therefore students will be more able to attend school regularly. Regular attendance in school supports an increase in grades and graduation rates.
3. Access to clothing - Access to adequate clothing also affects students' ability to attend school. Students often "avoid school for lack of clean or appropriate clothes." Living in Maine, this is very impactful because "sometimes it is rain, snow or cold combined with the lack of the necessary clothing," causing students to not attend school, specifically for those who have a lengthy walk to school or to catch the school bus. The objective is to support adequate clothing which would show an increase in student attendance at school.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?
Data reports acquired from the school department will help determine the program's effectiveness. Methods include quarterly reports showing the number of students qualifying as free or reduced lunch and homeless and attendance of the same students. Data from local homeless shelters and the General Assistance Office on the number of families from Biddeford staying in the shelter will provide pertinent information. Qualitative data may also be obtained through teachers' surveys about behavior and students' attentiveness in their classrooms. Additional surveys sent to families who received support from the foundation will help the organization gain

information about family housing stability and whether they can meet their financial obligations with the support of food from the backpack program.

Client eligibility criteria:
Previously, programs determined eligibility for participants who met the free and reduced lunch eligibility criteria or anyone referred to by the school nurse, resiliency coordinator, or school counselor. We have noticed a decrease in families completing that application as they automatically receive free meals. In an effort to reduce stigma and support all families in Biddeford, we have opened the Backpack Program, school food pantries, and the “local farmers market” in the schools to all youth in need. Additionally, referrals for housing support come through school counselors, resiliency coordinators, social workers, and administrators. Outside agencies often refer families for support as well.

Describe any fee or payment structure your organization charges for services:
We provide this free of charge to any student in need.

Describe services provided:
Services provided are emergency rental assistance, clothing as necessary, food sent home during the week if needed, on Fridays for the weekends (extra prior to a vacation week), restricted Hannaford gift cards, monthly food distribution in conjunction with Youth Full Maine, summer meal program, and school food pantries. This grant request is specific to supporting the Relief and Backpack Program.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:
Although the BEF does not maintain the Biddeford Schools, our mission is to manage and distribute funds raised to support the basic needs and enrich the educational experience for the students of Biddeford Public Schools. The Foundation is run solely by volunteers, with materials provided and records maintained at 18 Maplewood Avenue. Through partnerships with the community and district, the Foundation provides resources outside the normal school budget to aid in meeting basic needs, augment teaching, encourage academic excellence, and maximize opportunities for students from Pre-K through Grade 12.

Define a unit of service as it pertains to the program:
The Backpack Program provides students with items to make their own meals during the week if needed, and the following on Fridays: two breakfasts, two meals, two snacks, and fruit. A housing unit consists of one-time emergency rental support or a one-week hotel stay. Clothing units consist of meeting the basic needs of socks, underwear, pants, and shirts, with a primary focus on ensuring students have weather-appropriate clothing, especially in the winter.

Does your agency collaborate with any other non-profit organizations to maximize the use of the fundsyou receive? If yes, please explain.

The BEF continues to be impressed with Youth Full Maine's substantial impact on youth and their families and is grateful they approached Biddeford Schools as a partner. Their mission is to help ensure food security for children by providing snacks and healthy foods they can take home for the times they are most likely to experience hunger—in the evening, over weekends, and during school breaks. They take a whole-family approach to child hunger with programs that strive to be low-barrier, stigma-free, and environmentally responsible. Thanks to Youth Full Maine's network of partnerships, we are able to maximize the use of some BEF funds to access staples and rescued fresh food (fruits, vegetables, dairy, meat, and bread from local supermarkets) and purchase other necessities for families. In addition, local farmers and community gardeners share their surplus produce during the growing season.

We have also developed lasting relationships with the City of Biddeford General Assistance Office, York County Shelter Program, York County Community Action, Biddeford Housing Authority, and Quality Housing Coalition. We work collaboratively with these agencies to navigate housing assistance programs, housing placement, and other options for our families experiencing homelessness. We also work regularly with local hotels to secure temporary housing for families in need.

The BEF and Biddeford Schools have also been fortunate to receive funding through the City of Biddeford's General Assistance Office, Biddeford Savings Bank's annual shredding event fundraisers, Saco & Biddeford Savings Institution's Community Debit Card program, private donations, and Pillars of Pride silent auction.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

Unfortunately, there was a lapse in filing with the IRS during the pandemic timeframe. We have received our letter of reinstatement and are in good standing. Please see the attached letter.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income?

Income is not a barrier for this program. Those with zero income would be our top priority.

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

N/A

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Our financials are audited annually by a professional third party.

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				
State				
County				
Municipal	City of Biddeford	$15,000	$15,000	$20,000
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants	MDOE	$22,871.00	$55,141	$19,000
Other Income/Surplus	SBSI, Bidd Savings Shredding Event, Memorial Funds & Private	$9,000	$17,215	$25,641

	Donors			
In-kind Contributions	Food Drives, Youth Full Maine, Private donors	$5,500	$3,000	$5,500
Totals:		$52,371	$90,356	$70,141
EXPENSES				
Salaries/Benefits				
Other operating expenses				

Total number of individuals served (unduplicated):

287 Backpack Program students plus their families (based on current distribution)
16 Families receiving rent relief (based on 23/24 numbers)
107 Student Clothing Assistance (based on 23/24 numbers)

Total number of units provided: _____

For clarity:

- Food support - one unit is equivalent to one snack or meal. The weekly food sent home consists of ten units on average, for a total of 2,870 units per week.
- Housing and rental relief ranges in cost between $250 - $1,500 per occurrence.
- Clothing support can range from $2.00 - $65 per item, depending upon need.

Total number of individuals served from Biddeford: _____

We only serve Biddeford Public School Students.

Percent of total client count that are residents of the City of Biddeford: 100% _____

What other municipalities provide financial assistance and how much does each provide?

N/A

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

No

Per capita cost of service(s); each individual counted only once:

Per capita, we are currently spending approximately $4 per student for a total cost of $1,722 per week or $6,888 per month.
Per capita cost for housing relief is approximately $406 per instance
Per capita cost for clothing is approximately $16.66 per individual

Unit of service cost: _____

Thanks to the partnerships the Biddeford School Department has with Youth Full Maine, we are able to maximize resources and reduce our unit of service cost to approximately $2 or less per food unit. We also utilize our

Nutrition Services Department and a corporate Sam's Club membership to purchase specific items in bulk that we are unable to access through these partnerships.

How many members of your agency have authority to decide where/how your funds will be spent?

The Foundation's Board of Directors, consisting of 9 members, votes on spending as a whole with a quorum required. When donations are made or funds are sought for a specific purpose, they are allocated to a restricted fund for use only for that purpose and spent as the need arises.

Of that group, how many are responsible for ensuring funds are used for the intended purpose?
The President and Treasurer of the Foundation are ultimately responsible for ensuring the funds are used as intended.

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of last audited financial statement.

Agencies <u>NOT REQUIRED</u> to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during thenext year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specificas possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
Memorial Funds	A way for families to honor their loved ones	$0	$1,000	Year Round
We are in the process of planning our Pillars of Pride silent auction event	Open to anyone who wants to attend	$7500	$18,000	10/18/2025

VALIDATION

I, <u>Shelley Kane</u>, of <u>Biddeford Public School Education Foundation</u>

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as President.

(Title)

Shelley Kane February 27, 2025

Signature/Title Date

*****ADDITIONAL INFORMATION*****

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

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*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: LifeFlight Foundation

Principal Address: PO Box 859, Augusta, ME 04332

Executive Director: Kate O'Halloran

Contact Person/Phone Number: Ashley MacMillan (207)357-5508

Est. Total Agency Budget for 2024/2025: See attached

Actual 2023/2024 Budget: See attached

Amount requested from the

City of Biddeford: $2000

What percent of your annual budget does this request represent: .04%

What percent of this request will be used towards salaries: 0%

What percent of this request will be used towards direct services/programming: 100%

Please provide your agency's mission statement: **LifeFlight's vision for Maine is a place in which every person, in every community, has access to critical care and medical transport when they need it. We do this by working with our EMS partners to transform the critical care transport medicine system into an integrated, high quality, patient-centered system worthy of the public's trust.**

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

LifeFlight is the states only air medical and critical care transport service. We provide swift ICE-level care to critically ill or injured patients wherever they may be – islands, mountains, or community hospitals. We

How is that need determined or measured?

Local EMS and community partners call LifeFlight to swiftly provided ICU level care to a patient where and when they need it. Since 1998, over 40,000 patients in Maine have been safely cared for and transported by LifeFlight, 130 of those have been Biddeford residents. In the last fiscal year, we transported 10 Biddeford residents.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?(Please be as specific as possible)

We staff 4 crews at our bases in Lewiston, Sanford, and Bangor using 3 helicopters, an airplane, ground ambulances, and rapid response vehicles. Together, these teams care for Maine 24/7/365. We work closely with EMS and Fire agencies around the state to provide educational trainings and ground safety courses to ensure we can reach patients wherever and whenever they may need us.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

The clinical performance at LifeFlight is reviewed constantly by an internal team led by our highly skilled and educated medical directors. Our crew is consistently undergoing more trainings to ensure they are retaining their skills to the highest level.

Client eligibility criteria:

Critically ill or injured patients of all ages needing specialized care beyond what can be provided by local hospitals - including premature infants, cardiac and stroke patients, complex traumatic injury, organ transplant, sepsis, burns, and serious obstetric complications. We use strict medical utilization criteria to make sure all flights are medically necessary. Emergency medical providers are guided by state-mandated

protocols based on the latest research and best practice.

Describe any fee or payment structure your organization charges for services:
The average cost for a transport is around $20,000. We are in partnership with most major insurance companies. We are in partnership with most major insurance companies as well as Medicare and MaineCare, with the goal of avoiding any "surprise bill" to patients.

Describe services provided:
We transport critically ill or injured patients from wherever they may be to receive the best possible care to give them the best chance of survival on their worst day.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:
We do not have a facility in Biddeford; however, our statewide crews serve every community in Maine. Since 1998, 130 Biddeford residents have been cared for by LifeFlight.

Define a unit of service as it pertains to the program:
On average, one transport costs $20,000.

Does your agency collaborate with any other non-profit organizations to maximize the use of the fundsyou receive? If yes, please explain.

We partner with all local EMS, Fire/safety, community hospitals, public safety, police, etc. to create the chain of survival.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent.
NO.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income?

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				
State				
County				
Municipal				
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants				
Other Income/Surplus				
In-kind Contributions				
Totals:				
EXPENSES				
Salaries/Benefits				
Other operating expenses				

Total number of individuals served (unduplicated): _____

Total number of units provided: _____

Total number of individuals served from Biddeford: _____

Percent of total client count that are residents of the City of Biddeford: _____

What other municipalities provide financial assistance and how much does each provide?

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

Per capita cost of service(s); each individual counted only once:

Unit of service cost: _____

How many members of your agency have authority to decide where/how your funds will be spent?

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of last audited financial statement.

Agencies <u>NOT REQUIRED</u> to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates

VALIDATION

I, Lauren Lamberson of The LifeFlight Foundation

(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

Development Associate.

(Title)

Lauren Lamberson

Signature/Title

3/5/2025

Date

*****ADDITIONAL INFORMATION*****

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 9 2006

Employer Identification Number:
52-2377085
DLN:
17053287702096
Contact Person:
THOMAS C KOESTER ID# 31116
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

LIFEFLIGHT FOUNDATION
PO BOX 940
BANGOR, ME 04402-0940

Dear Applicant:

Our letter dated February 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

LIFEFLIGHT FOUNDATION
FY 2025 BUDGET

REVENUE

Unrestricted Donations		1,000,000
Revenue (from LifeFlight of Maine)		950,000
Merchandise Sales		5,000
Sub-Total Unrestricted Revenue	**$**	**1,955,000**
Aviation		610,000
Clinical Equipment		508,100
Education		126,000
Facilities		714,250
Infrastructure		449,000
Remote Access Project		100,000
Safety & Survival (includes helmets & uniforms)		380,000
Software		107,500
Support Vehicles		40,000
Other initatives		465,150
Sub-Total Restricted Revenue	**$**	**3,500,000**
Total Revenue	**$**	**5,455,000**

EXPENSES

Salaries & Benefits Expense	**950,000**
COGS-Merchandise, Events & Other	75,000
Office Supplies-Outside Vendors	7,500
Meetings, Conferences & Education	7,500
Printing Expense	82,000
Postage Expense	48,000
Publications/Outreach Expense	**220,000**
Travel Expense	**30,000**
Financial Services	8,250
Professional Fees (includes Research/Grants/Contracts)	20,000
Accounting & Audit	47,500
Legal Expense	2,500
Professional Fees Expense	**78,250**
Advertising	**100,000**
Office Rent Expense	42,000
Storage	1,300
Insurance Expense	4,500
Building Repairs & Maintenance (Inc. waste disposal)	1,650
Software Support Contracts / Lease on copier	15,000
Deprec. Expense-Equipment/Lease Improvement	10,100

LIFEFLIGHT FOUNDATION
FY 2025 BUDGET

Telephone Expense		1,500
Utilities		6,500
Taxes & Licenses		6,500
Cleaning / Housekeeping		2,500
Database Maint & License		25,000
Membership Dues & Subscriptions		6,000
Bank Service Charges		25,000
Operation Expenses		**147,550**
Sub-Total Operating Expenses	**$**	**1,525,800**

Program Expenses		
Unrestricted Funds		155,000
Sub-Total Program Expenses	**$**	**155,000**

Restricted Expenses		
Aviation		610,000
Clinical Equipment		508,100
Education		656,000
Facilities		714,250
Infrastructure		449,000
Remote Access Project		100,000
Safety & Survival (includes helmets & uniforms)		469,500
Software		137,540
Support Vehicles		40,000
Crew Wellness		193,000
Sub-Total Restricted Expenses	**$**	**3,877,390**
Total Expenses	**$**	**5,558,190**
Income (Loss) from Operations		**-103,190**
Investment Income & Other Net		200,000
Net Income (Loss)	**$**	**96,810**

City of Biddeford
205 Main Street/PO Box 586
Biddeford, Maine 04005

Application for Municipal/Social Services Funding

FY 2026

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Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name:	Youth Full Maine
Principal Address:	P.O. Box 745, Biddeford 04005
	(Physical address: 11 Maplewood Ave, Biddeford – across from BHS)
Executive Director:	Katie Brown
Contact Person/Phone Number:	K.Brown / (207) 409-0327
Est. Total Agency Budget for 2024/2025:	2025/2026: $304,000
Actual 2023/2024 Budget:	2024/2025: $224,000
Amount requested from the City of Biddeford:	$10,000

What percent of your annual budget does this request represent: 3%

What percent of this request will be used towards salaries:___75% (note: 100% of this staff expenditure covers the direct coordination and delivery of food to Biddeford school pantries and teen programs, and the monthly free food distributions in Rotary Park and soon again downtown Biddeford distributions)_____

What percent of this request will be used towards direct services/programming:___25%_(food, fuel)_____

Please provide your agency's mission statement:

Youth Full Maine's mission is to provide nourishing food for York County students and residents impacted by food insecurity to ensure greater overall health and economic prosperity.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

Hunger and food insecurity among the students, seniors, and other community members of Biddeford continues to plague us just as it does in all other communities. We strive to get nourishing food home with people who don't have other means to procure enough to eat.

How is that need determined or measured?

Simple determinants are the number of students in schools who request access to their school food pantry and/or who (or their family members) reach out to school leaders to relay the lack of adequate food at home. Also, the numbers of people who turn out for our community distributions and share their stories of need is also one of our biggest direct indicators.

One in five children in Maine are food insecure, meaning they do not necessarily know where their next meal may be coming from. Schools provide breakfast and lunch meals during normal school operational periods for the majority of those children, but often those students return to school the next day or the end of the weekend or school break hungry because there was not enough food for them at home.

Demand for food in our school food pantries has continued to increase. In part, we know that this is because there are more students and families who are homeless. We also know that there has been such an increase of awareness among caring school staff who more easily identify students who are hungry and food-insecure. This year, we are preparing for and anticipating reduction in funding that will be available for food and are preparing to help to fill that gap knowing the need is increasing and not decreasing.

How is your program attempting to meet that need and what is the outcome that you expect to achieve? (Please be as specific as possible)

Youth Full Maine is constantly building and growing our partnerships with commercial and nonprofit food sources, and private and public financial and in-kind donors, namely: the other great emergency food programs in Biddeford and other towns (trades of over-stocked items); grocery stores; local farms; Wayside Food Programs in Portland; Good Shepherd Food Bank; Biddeford Community Gardens; The Ecology School/River Bend Farm; the

Cartmill Family Trust; the City of Biddeford; other municipalities; local banks; the Sam L. Cohen Foundation; United Way of Southern Maine; etc.

We continue to be a “no barrier” distributor of food and look for the most convenient and frequent ways for people in need to access food that they need.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

YFM believes in evaluating its programs on an ongoing basis and has dialog with community members that it serves as well as the volunteers that are most in touch with the agency’s program participants.

YFM uses standard practices established by Feeding America and Good Shepherd Food Bank to measure program impact. Measurement is captured by counting the number of individuals accessing YFM’s food and recording the weight and meal equivalent of the food that is disbursed. The agency is beginning to track other demographic data such that it can also evaluate areas of need in York County. In doing so, YFM carefully tracks the pounds of food distributed in each community, and each school and can translate that into the value of food distributed and the number of meals provided. YFM knows it is continuing to achieve results by regularly capturing anecdotes from people accessing our food, who often express the experience they have as result of our community-wide distributions: expressions of the safety and security people feel receiving food from the agency and its volunteers.

We also conduct informal surveys that inform our programming and evaluation. In addition, volunteers are engaged in identifying needs and changes within our current programming.

We constantly assess the quality of our food and look for ways to get healthier foods distributed, particularly locally grown and locally processed fresh foods.

Client eligibility criteria:

There are no eligibility criteria.

Describe any fee or payment structure your organization charges for services:

There are no fees or anything charged for our services.

Describe services provided:

YFM is intensely focused on expanding our footprint. We are not just providing food to people who are desperately in need and helping them to become less food insecure. We are working with other partners to empower people to access their own food, grow it, prepare it to their liking, and more. Other near-term initiatives in Biddeford include: the community greenhouse jointly with Biddeford Community Gardens that will also be a teaching place for students, New Mainers, and local residents. Seedlings will be started for the multiple community gardens and some winter crops to donate to our program to distribute.

YFM is committed to sustaining and growing its primary programming which includes:

- Stock and distribute food at school pantries and other distribution centers.
- Support asylum seekers and refugees by providing food to this population typically housed in temporary locations.
- Community food distributions for Biddeford citizens central to downtown who are lacking transportation or are unable to attend pantries and distributions during common weekday hours and who are food insecure.
- Partner with regional organizations to expand food systems, growing opportunities, and access to quality local foods.

Jointly with our partners, we are incrementally re-introducing our fresh produce distributions within our schools that were part of our pre-pandemic operations. Foods are being grown locally for this purpose with plans to supplement further with produce purchases. Volunteers are being recruited and trained to help facilitate the distributions. This programming is a key element in empowering young people to know where their food comes from, and to help eliminate the stigma for students who are in need to take food home as everyone is invited to participate, including school staff.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

Yes we do: our cold and dry storage warehouse and office are on Maplewood Avenue across from the Biddeford High School, on school/municipal grounds.

Define a unit of service as it pertains to the program:

We primarily still use the standard unit of service used by Good Shepherd Food Bank and their national parent program, Feeding America, and convert the meal equivalent of pounds of food distributed. The standard meal through emergency food programs is equivalent to 1.2 pounds of food. Based on the number of pounds of food distributed is how we estimate the number of meals provided to people.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

We absolutely do and could not operate at even half of our current capacity without the collaborations and partnerships with – specific to the Greater Biddeford area: Biddeford Community Gardens, Bon Appetit Meal Programs, the City of Biddeford in multiple departments, Biddeford Adult Education, the local school district and the superintendent's office, The Ecology School, Biddeford Food Pantry, the Heart of Biddeford, and many others. Our partners at Good Shepherd Food Bank, United Way of Southern Maine, and Wayside Food Programs also provide us a great deal of our food for free or at great discounts and/or critical funding to purchase foods that need to be purchased. These really only name a portion of the other nonprofits with whom we work regularly who help us stretch our funds to their fullest use.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent

No; we are in good standing in our status.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income?

We don't have any kind of application process – students can access their school food pantries and people from anywhere and with any (or lack there-of) level of income. We work with both school and public social workers to help identify, locate, and share food with people in most dire need.

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

No, we don't charge any fees.

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

We plan to have our 2nd audit conducted at the end of 2025 for this year (if we have it in our budget; if not, it will be completed for 2026), making it a process performed every 4-5 years (we our first completed for 2021). We had a financial review done by the accountant of one of our foundational donors for 2024. We use the daily services of Pinetree Accounting Services in Saco to reconcile all of our income and expenses each month. A private accountant also completes and files our annual 990 tax report with information that our executive director, board treasurer, and paid accountant provide at the completion of each calendar year.

Funding sources for program:

REVENUE				
FY26 Request for Funding	% of Salaries	% of Programming		
$10,000	75%	25%		
Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal*	USDA NRCS Urban Agriculture and Innovation Production	0	0	$10,000
State				
County				
Municipal	Biddeford, Saco, Dayton	$23,000	$18,000	$14,000
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				(hope to begin building by 2026)
United Way*		$10,000	$7,500	$20,000
Grants		$219,000	$196,000	$266,000
Other Income/Surplus	Fundraising Events, Indiv. and Business Donors	$37,000	$10,000	$24,000
In-kind Contributions	Farms, Large Food Banks, Stores	$200,000	$225,000	$225,000
Totals:*	**(Not including in-kind)**	$279,000 (*23K+219K+37K)	$224,000 (18K+196K+10K)	$304,000 (14K+266K+24K)
EXPENSES				
Salaries/Benefits		$147,400	$137,700	$151,500
Other operating expenses		$131,600	$86,300	$152,500

*Note: we count United Way support and USDA NRCS project funding in the Grants totals, so the Federal and UW lines were not added in for the Totals line since they're already included in the Grants budgets line.

Total number of individuals served (unduplicated): 1,175 (less than during the height of the pandemic)

Total number of units provided: 175,000 meals

Total number of individuals served from Biddeford: 600

Percent of total client count that are residents of the City of Biddeford: 51%

What other municipalities provide financial assistance and how much does each provide?

Town of Dayton: $1,500 each year

Saco: $2,500

Do you receive funding from Biddeford's CDBG program? If yes, for what services?
No, we don't.

Per capita cost of service(s); each individual counted only once:
$268 (this includes our advocacy and long-term planning work with other partners for the development of the York County food rescue hub, the Biddeford community greenhouse, co-development of the York County Food Council, etc. We need to do a separate calculation of our direct services costs, and will at some point.)

Unit of service cost: $1.73 (based again on our overall yearly budget. Actual is a great deal less as at most of our food that is distributed is donated in-kind)

How many members of your agency have authority to decide where/how your funds will be spent?

Two: Executive Director and Board of Directors

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

Both are 100% responsible.

Agencies <u>REQUIRED</u> to file yearly audits—include a copy of last audited financial statement.

Agencies <u>NOT REQUIRED</u> to file yearly audits—complete the budget form and include your IRS Form 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during the next year.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
Sacred Profane Fundraising Event*	Greater Biddeford Residents and Businesses for Event Sponsors	$500	$5,000	April (date not picked)
Various Breweries and Restaurants Tastings*	"	$500	$15,000	TBD
Not sure if there will be a 5K fundraising race this year				

VALIDATION

I, Katie Brown, of Youth Full Maine
(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as

Executive Director.
(Title)

Katie Brown/E.D. March 7, 2025
Signature/Title Date

*****ADDITIONAL INFORMATION*****

City of Biddeford

205 Main Street/PO Box 586
Biddeford, Maine 04005
Application for Municipal/Social Services Funding
FY 2026

Please complete the following information and return to the City of Biddeford. Applications may be emailed to shelly.macneill@biddefordmaine,org or hard copies may be mailed to the attention of, or hand delivered to, the City Manager's Office. If additional space is required for any section or requested information, please attach the labeled additional portion; complete with section number and information requested, to the end of the application.

Applications must be received no later than **March 5, 2025**. Applications received after March 5th will NOT be considered. Applications that are not legible will not be accepted. **If your funding request is under $5,000.00 you are only required to complete Part 1 and validation portion. Requests above $5,000.00 must complete Part 1 and Part 2 and validation portion.**

*****THERE IS A PAGE AT THE END OF THE APPLICATION FOR ANY ADDITIONAL INFORMATION*****

PART 1

AGENCY INFORMATION

Applicant Agency Name: United Way of Southern Maine
Principal Address: 550 Forest Avenue Portland, ME 04101
Executive Director: Dan Coyne
Contact Person/Phone Number: Mesha Clouseau, 207-874-1000
Est. Total Agency Budget for 2024/2025: $8,003,251
Actual 2023/2024 Budget: $8,481,400
Amount requested from the City of Biddeford:$15,000

What percent of your annual budget does this request represent: This requested amount reflects .0018% of the United Way of Southern Maine operating budget.

What percent of this request will be used towards salaries: 25% of this request will be used towards staff directly providing programming support.

What percent of this request will be used towards direct services/programming:_100% of this request will be used directly towards programming, including salaries of staff directly operating these programs, and program specific materials.

Please provide your agency's mission statement:

The mission of United Way of Southern Maine (UWSM) is to improve people's lives by mobilizing the caring

power of our community.

Success in this work is rooted in the lasting change achieved through intentionally collaborative work across our region; changing how people, organizations, and systems work together to improve education, financial stability, and health at scale. Today, after 95 years of service, United Way of Southern Maine upholds this responsibility by uniting individuals and organizations around the community's shared vision for the future, Thrive2027. Working to achieve this vision through three ten-year goals - created by and for the community - UWSM is giving kids a strong start, empowering neighbors to thrive – not just survive, and helping all to live longer, better lives.

PROGRAM DESCRIPTION

Describe the Municipal or Social service need that your program addresses:

UWSM is committed to ensuring that every child in Southern Maine will have the opportunity to access quality early learning opportunities and succeed in their early education experience**.** Research confirms that a strong start is critical for a child's long-term success. When children enter kindergarten 'school ready,' they are more likely to read at grade level by the end of third grade and graduate from high school on time. This impact continues into adulthood, affecting independence, employment, and so much more. Additionally, startling and unacceptable disparities exist – and have persisted for years – for specific groups of students, with Black students and economically disadvantaged students falling behind by 20 and 24 percentage points respectively in reading proficiency by third grade.

UWSM's Pathways to Quality Early Learning is dedicated to improving early childhood education opportunities. Our programs are designed to meet the needs and interests of the children we serve, focusing on supporting vulnerable children in accessing high-quality early learning opportunities. Almost all of the children participating in our programs come from low- to moderate-income families. Additionally, 19% of the children we serve in Southern Maine identify as Black or African American, compared to just 8% of all K-6 students in Southern Maine.

How is that need determined or measured?

Giving consequence to the statistics above, data shows that students who don't read proficiently by the end of third grade are four times more likely to drop out of high school. Racial and socioeconomic disparities also converge in exploring possible influencing factors for educational success and long-term financial security: in York County, 7% of White children live in poverty, compared to 32% of Black/African American children. Additionally, data shows that less than half of Biddeford children under age 5 are connected to an early childcare or education provider and puts them at risk for not being kindergarten ready. These trends, paired with the sharp increases in need we hear from our partners, are a reminder that we cannot expect children to meet academic milestones while facing adversities outside of the classroom – without early childhood educational support.

Adverse childhood experiences, or ACEs, are potentially traumatic events that occur in childhood, including abuse, neglect, household dysfunction, and adversities and inequities such as poverty and systemic racism. The more ACEs a child experiences before the age of 18, the more likely it is the child's development will be affected and placed at greater risk for their wellbeing into adulthood. This includes their emotional and physical health. Approximately 1 in 4 children in Maine has been affected by two or more ACEs, a rate that far exceeds all other New England states and the U.S. overall. Based on this figure, we estimate that about 950 Biddeford children and adolescents (ages 0-17) have two or more ACEs. Early education programming – like

the programs that Pathways to Quality Early Learning offer - provide the opportunities to build essential emotional, educational and social skills, which are important to help reduce the toxic stress caused by ACEs.

How is your program attempting to meet that need and what is the outcome that you expect to achieve?

To address these educational, racial, and socioeconomic gaps, supporting The Pathways to Quality Early Learning initiative by UWSM ensures that vulnerable children have access to early learning opportunities, which are essential for their long-term educational success and overall financial stability. Funding from the City of Biddeford would help implement this early learning strategy of aligned and mutually reinforcing early learning programs in the community. By activating these programs, UWSM aims to give children a strong start, empower families to thrive not just survive, and promote healthier, more fulfilling lives for everyone.

83% of Biddeford survey respondents who participate in Imagination Library say the program has positive impacted their child's readiness for kindergarten.

What process does your agency undertake annually to evaluate the effectiveness of your program (s)?

UWSM's measurement practices follow the Results-Based Accountability (RBA) framework. RBA uses a data-driven, decision-making process to help improve entrenched and complex social problems by asking: How much did we do? How well did we do it? Is anyone better off (e.g., what is the difference made)? This framework helps UWSM staff gauge how strategies are contributing to progress on goals. Additional UWSM partners (not included in this proposed work) also follow RBA in collecting program-level data with shared performance measures (for all strategies) to achieve better reporting of progress toward population-level data. This shared framework will also inform strategy efficacy over time so UWSM and partners can course-correct if necessary.

Client eligibility criteria:

Describe any fee or payment structure your organization charges for services:

The UWSM-led programming outlined below is offered at no cost to participants**.** (Please note, the Child Care Incubator itself is offered at no cost to the participating soon-to-be child care providers. The child care businesses themselves, once launched, will charge a fee for families enrolled in care.)

Describe services provided:

The programs within the Pathways to Quality Early Learning consist of a blend of aligned services that support children from birth to age 5.

<u>Biddeford Ready!</u>

Biddeford Ready! is a community-wide effort to help the youngest members of the Biddeford community – from birth to age 5 – get the resources they need to enter kindergarten prepared to thrive in school and beyond. We know that these early years are critical to school readiness and nurturing a child's social and emotional development. While "school readiness" suggests outcomes for children, we also recognize the needs of caregivers who provide the early learning environment that supports readiness. Our target population includes those who surround children, caring for them and teaching them. This

We recently had a single mother of a child on the spectrum who has been coming to weekly Story Hour share that this was the first place her and her child have felt welcomed in an educational and social setting. She appreciates that they can interact with other families and children. They have built an in-home library filled with the books her child has chosen at Story Hour. Both mom and child get time to relax, play and learn in a safe and welcoming environment.

includes parents, caregivers, and licensed child care programs (in-home and center based) as well as Friend, Family, and Neighbor Care. Programming includes a weekly story hour at the Biddeford Ready! Resource Hub, family and child care provider resources that connect caregivers to educational opportunities designed to increase the quality of child care through the implementation of the State's First4ME initiative, and promotion of kindergarten enrollment and readiness through resource fairs such as the Biddeford Back-to-School Fair.

Imagination Library

Imagination Library is dedicated to empowering young minds by providing free books to children under the age of 5. By engaging in reading activities with a caregiver, children not only boost their literacy skills but also cultivate vital abilities that contribute to their overall healthy development. This initiative encourages parents and caregivers to deepen their understanding of these essential skills while creating meaningful connections with their little ones—an invaluable component of nurturing growth. Our goal is get books directly into the hands of children. By reducing the barriers families may have in accessing Imagination Library, we ensure that families enrolled in the program automatically receive books in the mail each month until their child turns 5 years old, providing a total of up to 60 books for each child.

"My 4 year old loves getting her book monthly and looking at the pages and pictures. We try reading it that same day, if not then the next. Her excitement to read is just amazing since we started receiving the books - she absolutely loves it!"

Early Childhood Education Workforce Development & Child Care Incubator

The shortage of child care in Maine is a major economic issue that costs the state up to $403 million annually in lost earnings, productivity, and revenue, and is forcing parents to make tough decisions about how much they can participate in the workforce. UWSM supports participants in gaining the skills and resources necessary to become child care providers; whether within an existing child care program, or by launching their own child care small business. Early child care providers ensure our youngest and most vulnerable community members have the care and support needed to nurture their cognitive, social, and emotional growth, so they can reach their full potential. Through this work, UWSM is currently supporting two child care providers as they navigate the process to open their own child care businesses in Biddeford. Some participants are looking to open their child care businesses in their homes and others we support in finding suitable business space through partnerships we have built with local landlords, non-profit partners, and the Biddeford Housing Authority. These early child care providers are a vital component to ensuring young children have the care they need, and they strengthen the workforce and local economy by allowing parents to work, build a career, and pay their bills, and achieve family financial security.

Does your organization maintain a facility in the City of Biddeford? If not, please explain how you provide services for the residents of the City:

As an agency serving Southern Maine, UWSM staff are embedded throughout these communities as we are committed to bringing together the people, ideas, and resources to respond to emerging needs and tackle the root causes of issues. UWSM works with Biddeford community members largely through the Biddeford Ready! Resource Hub located on Green Street. Additionally, we connect with participants at local Biddeford schools through the resource fairs held each year.

Define a unit of service as it pertains to the program:
We define a unit of service as one individual served. The cost of the unit of service is the total cost of the program divided by the number of individuals (unit of service) served.

Does your agency collaborate with any other non-profit organizations to maximize the use of the funds you receive? If yes, please explain.

Yes. Biddeford Ready! was founded in partnership with four organizations: Biddeford Schools, City of Biddeford, United Way of Southern Maine, and York County Community Action Corporation; and also maintains a network of 30 additional partners. This collective impact model ensures feedback from those working on the ground-level is considered to maximize impacts. Additionally, we collaborate with other Biddeford partners, such as APEX Youth Solutions, Biddeford Housing Authority, and the YMCA of Southern Maine's Biddeford branch as we support participants in our Pathways to Quality Early Learning programming.

Has your 501C-3 status been revoked with the past 5 years for any reason? If yes, explain. If not a 501C-3 please identify your Fiscal agent No.

Include a copy of your 501C-3 form. Only documented non-profit agencies will be considered to receive funding from the City of Biddeford.

Part 2

What accommodations are made to those applicants with zero income?

UWSM does not charge program fees to participants of the Pathways to Quality Early Learning programs. All UWSM programming is offered at no cost. Participants on the path to becoming an early child care provider often have expenses associated with gaining their child care credential and the start-up costs associated with opening a new business. UWSM offers resources and supports to mitigate these barriers as participants navigate through the process.

Are fees charged for General Assistance referrals? If yes, how much has been charged to the City of Biddeford in the previous fiscal year?

No**.**

If any agency does not maintain certain financial information please write NA in section provided

How often are your books and/or financial records audited by an accounting firm and/or a third party professional?

Annually.

Funding sources for program:

REVENUE				
FY26 Request for Funding	25% will go towards salaries of employees directly supporting programming	100 % will go directly into programming		

Other Revenue	SOURCE TITLE OR ACT	BUDGETED FOR FY 2024/2025	RECEIVED FOR FY 2024/2025	BUDGETED FOR FY 2025/2026
Federal				
State				
County				
Municipal	City of Biddeford			15,000
JTPA				
3RD Party				
Fees/Tuition				
Private Insurance				
Endowments				
United Way				
Grants	Various Grant and Individual Donor Funding	$140,000	$176,295	$158,000
Other Income/Surplus				
In-kind Contributions				
Totals:		$140,000	$176,295	$173,000
EXPENSES				
Salaries/Benefits		$64,155	$74,155	$35,000
Other operating expenses		$ 89,365	$102,140	$138,000

Total number of individuals served (unduplicated): 545

Total number of units provided: 545

Total number of individuals served from Biddeford: 500

Percent of total client count that are residents of the City of Biddeford: 92%

What other municipalities provide financial assistance and how much does each provide? NA

Do you receive funding from Biddeford's CDBG program? If yes, for what services?

No.

Per capita cost of service(s); each individual counted only once: $317.43

Unit of service cost: $317.43

How many members of your agency have authority to decide where/how your funds will be spent?

During the UWSM budget development process, program managers support the budget development for the fiscal year ahead. This involves discussion and development with UWSM leadership staff, finance committee volunteers, and an ultimate budget that is approved by the UWSM board of directors. Within these established budget parameters, UWSM program managers are able to make purchases and expend funds for program-specific needs. We implement a robust system of checks and balances for purchase order and payment request approvals, including two levels of supervisory staff approval, as well as finance department approval. This multi-level approval process includes tracking by program and by funding source.

Of that group, how many are responsible for ensuring funds are used for the intended purpose?

Each program manager is responsible for ensuring funds are used for the intended purpose, with financial and program oversight provided by senior management and the finance department. This multi-level approval process, with the appropriate tracking and use of funds, is reviewed by our finance committee

volunteers and our annual audit through an external auditor.

Agencies REQUIRED to file yearly audits—include a copy of last audited financial statement.
Agencies NOT REQUIRED to file yearly audits—complete the budget form and include your IRSForm 990.

AGENCY INDEPENDENT FUND-RAISING SURVEY

Please complete the following regarding all independent fund-raising activities contemplated during thenext year.

Below are the Pathways to Quality Early Learning programming and anticipated costs and revenues.

Mark with an * any activities that are new this year.

Description/Purpose	Target Audience (please be as specific as possible)	Anticipated Costs	Anticipated Net Revenues	Begin—End Dates
Biddeford Ready!	Biddeford residents/families with children ages 0-5 years old	$34,500	$34,500	July 01, 2025 – June 30, 2026
Early Childhood Education Workforce Development & Child Care Incubator	York and Cumberland County residents	$135,000	$133,500	July 01, 2025 – June 30, 2026
Imagination Library	Biddeford residents	$5,000	$5,000	July 01, 2025 - June 30, 2026

VALIDATION

I,Mesha Clouseau, of United Way of Southern Maine
(Name) (Name of Agency)

Acknowledge the foregoing document to be true and accurate and signed the same in my capacity as Director, Grants.

Mesha Clouseau _____ 3/5/2025 _____

ADDITIONAL INFORMATION

City of Biddeford, Maine

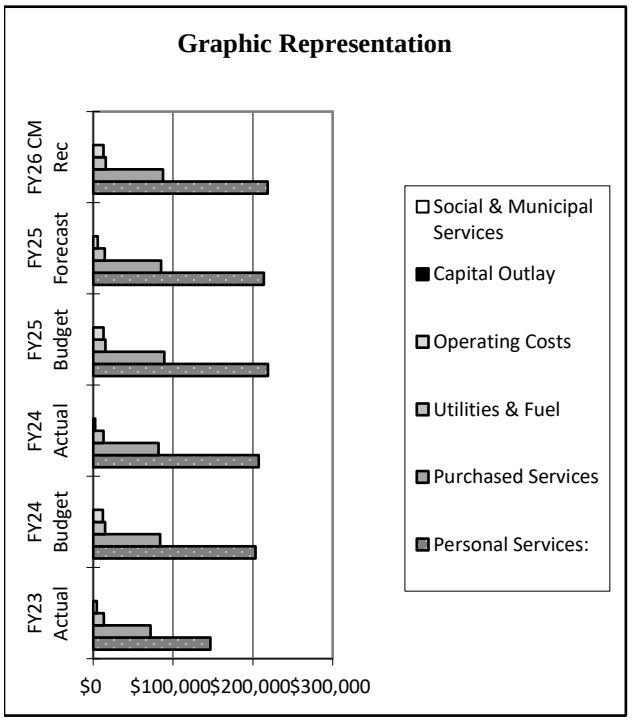
Fiscal Year 2026

Budget: Communications

Account Number: 21131

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$146,669	$203,549	$207,408	$218,997	$213,850	$96,476	$218,498	$218,498
Purchased Services	$71,996	$83,810	$81,907	$89,000	$85,000	$36,270	$87,600	$83,100
Utilities & Fuel	$13,149	$15,108	$13,023	$15,424	$14,370	$3,539	$15,745	$15,745
Operating Costs	$4,647	$12,070	$2,304	$12,975	$5,550	$1,533	$12,815	$10,280
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$236,462**	**$314,537**	**$304,642**	**$336,396**	**$318,770**	**$137,818**	**$334,658**	**$327,623**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$16,715**
Workers Comp	**$1,936**
Health Insurance	**$41,601**
Retirement	**$21,129**
Unemployment	**$0**
Other Insurance	**$2,340**
Total Fringe Benefit Impact	**$83,721**
# of Full Time Employees	**3.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$218,997	$218,498	-$499	-0.2%
Purchased Services	$89,000	$83,100	-$5,900	-6.6%
Utilities & Fuel	$15,424	$15,745	$321	2.1%
Operating Costs	$12,975	$10,280	-$2,695	-20.8%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$336,396**	**$327,623**	**-$8,773**	-2.6%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$0	$0	$7,484	$0	$0	$20,046	$0	$0
60102	Mid Mgmt Hrly Employee Wa	$5,385	$73,431	$78,887	$83,165	$84,000	$30,224	$83,165	$83,165
60105	F-T Employee Wage Exp	$136,927	$120,398	$117,364	$123,984	$124,000	$44,029	$123,985	$123,985
60106	P-T Employee Wage Exp	$4,357	$9,720	$3,587	$11,348	$4,100	$1,378	$11,348	$11,348
60111	Overtime Wage Expense	$0	$0	$0	$0	$0	$0	$0	$0
60256	Dues/Memberships Expense	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$146,669**	**$203,549**	**$207,408**	**$218,997**	**$213,850**	**$96,476**	**$218,498**	**$218,498**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60301	Legal Services Expense	$0	$800	$0	$0	$0	$0	$0	$0
60306	Other Prof/Consult Srvs Exp	$64,854	$65,000	$70,146	$72,000	$72,000	$30,000	$72,000	$72,000
60320	Advertising	$7,142	$18,000	$11,675	$17,000	$13,000	$6,270	$15,600	$11,100
60325	Postage/Shipping Expense	$0	$10	$0	$0	$0	$0	$0	$0
60330	Equipment Rent/Lease Exp	$0	$0	$0	$0	$0	$0	$0	$0
60370	Workers Comp Insurance Exp	$0	$0	$86	$0	$0	$0	$0	$0
Totals		**$71,996**	**$83,810**	**$81,907**	**$89,000**	**$85,000**	**$36,270**	**$87,600**	**$83,100**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$764	$2,328	$0	$1,920	$1,500	$0	$1,920	$1,920
60401	Water Expense	$148	$300	$443	$400	$420	$0	$440	$440
60402	Phone/Celular/Paging Exp	$2,395	$2,760	$2,325	$2,520	$2,556	$1,455	$2,580	$2,580
60404	Sewer User Fee Expense	$123	$120	$62	$128	$124	$0	$140	$140
60405	Heating Fuel Expense	$5,257	$5,400	$6,036	$6,256	$5,600	$0	$6,465	$6,465
60406	Fiber/Internet Expense	$4,462	$4,200	$4,157	$4,200	$4,170	$2,084	$4,200	$4,200
Totals		**$13,149**	**$15,108**	**$13,023**	**$15,424**	**$14,370**	**$3,539**	**$15,745**	**$15,745**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60450	Building Repair/Maint Exp	$3,998	$6,485	$2,114	$6,235	$3,000	$294	$5,435	$5,000
60500	Admin/Office Supp/Eqt Non-C	$0	$200	$10	$200	$50	$0	$200	$100
60501	Operating Supp/Eqt Non-Cap	$649	$5,385	$180	$6,540	$2,500	$1,239	$7,080	$5,080
60509	Cleaning Supplies Expense	$0	$0	$0	$0	$0	$0	$100	$100
60752	Note/BAN Principal Expense	$0	$0	$0	$0	$0	$0	$0	$0
60753	Note/BAN Interest Expense	$0	$0	$0	$0	$0	$0	$0	$0
60797	Miscellaneous Expense	$0	$0	$0	$0	$0	$0	$0	$0
60799	Transfer Out to Other Funds	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$4,647**	**$12,070**	**$2,304**	**$12,975**	**$5,550**	**$1,533**	**$12,815**	**$10,280**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21131 Communications

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
ASSISTANT TO THE CITY MANAGER	10877	1	$82,846	$83,165	$83,165	LAMONTAGNE	DANICA	60102
COMMUNITY TV ASSISTANT	10210	1	$53,581	$53,787	$53,787	DAUDELIN	STEPHEN	60105
COMMUNITY TV DIRECTOR	58540	1	$69,930	$70,199	$70,199	PULOS	STEVEN	60105
P-T BROADCAST ASSISTANTS	30	0	$11,304	$11,348	$11,348	0	0	60106
TOTAL BUDGETED POSITIONS		**3**	**$217,661**	**$218,498**	**$218,498**			

Notes:

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Dept Manager Salary Exp

Department Number: 21131 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$7,484	$0	0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21131 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,385	$73,431	$78,887	$83,165	$84,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$83,165	$83,165		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: F-T Employee Wage Exp

Department Number: 21131 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$136,927	$120,398	$117,364	$123,984	$124,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$123,985	$123,985		$1

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Employee wages for public access director, community TV assistant

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: P-T Employee Wage Exp

Department Number: 21131 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,357	$9,720	$3,587	$11,348	$4,100

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$11,348	$11,348		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contingency wages for P-T employees providing videographer services.

Desc	*Rate/hr*	*Ave Hrs*	*# Meetings/Yr*	*Subtotal*
Airport Com.	$19.00	1	12	$228.00
Capital Proj	$19.00	1	5	$95.00
City Council	$19.00	2	40	$1,520.00
Budget Com	$19.00	2	20	$760.00
Finance Com	$19.00	1.5	24	$684.00
Planning Board	$19.00	2	36	$1,368.00
Policy Com	$19.00	2	12	$456.00
ZBA	$19.00	1	8	$152.00
Special Meetings	$19.00	3	54	$3,078.00
Conservation Commissior	$19.00	1	12	$228.00
Admin Time	$19.00	0.75	223	$3,177.75
				$11,746.75

Ave Hrs/Wk		11.5
Rate	$	19.00
Wk/Yr		52
	$	11,347.75

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: FICA/Medicare-ER Share Exp

Department Number: 21131 Account Number: 60201

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Conferences/Training Expense

Department Number: 21131 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$500	$1,750

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		($500.00)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Dues/Memberships Expense

Department Number: 21131 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Legal Services Expense

Department Number: 21131 Account Number: 60301

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$800	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contingency line for legal matters associated with current cable television franchise agreement.

Desc	*Unit (hrs)*	*Rate*	*Subtotal*
Legal - City Solicitor	4	$200.00	$0.00
Legal - Outside Counsel/Consultant	0	$500.00	$0.00
			$0.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Other Prof/Consult Srvs Exp

Department Number: 21131 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$64,854	$65,000	$70,146	$72,000	$72,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$72,000	$72,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	*Monthly Rate*	*Subtotal*
Grant Writer	$6,000.00	$72,000.00
		$72,000.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Advertising

Department Number: 21131 Account Number: 60320

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7,142	$18,000	$11,675	$17,000	$13,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,600	$11,100		($5,900)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This advertising funding was previously covered under the Economic Development budget and is used for business recruitment and tourism attraction. In the past, we paid a consultant to design ads but that work is now generally completed in-house.

MaineBiz	$1,500
Tourism advertising	$6,500
Other projects	$4,000
Yodel Communtiy Calendar	$600
Courier - monthly quarter page ad	$3,000
Total	$15,600

CM - eliminate Maine Biz, eliminate $3,000 tourism

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Postage/Shipping Expense

Department Number: 21131 Account Number: 60325

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$10	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contingency for certified mail postage related to franchise agreement.

Desc	*Unit*	*Rate*	*Subtotal*
Postage contingency	0	$10.00	$0.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Electricity Expense

Department Number: 21131 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$764	$2,328	$0	$1,920	$1,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,920	$1,920		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	Unit	Rate	Subtotal
Monthly Electricity Expense	12	$160.00	$1,920.00

(For Public Access Building)

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Water Expense

Department Number: 21131 Account Number: 60401

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$148	$300	$443	$400	$420

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$440	$440		$40

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	Unit	Rate	Subtotal
Quarterly Water Bill	4	$110.00	$440.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Phone/Celular/Paging Exp

Department Number: 21131 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,395	$2,760	$2,325	$2,520	$2,556

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,580	$2,580		$60

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	***Unit***	***Rate***	***Subtotal***
Consolidated Communications	12	$180.00	$2,160.00
Cell Phone Stipend for Asst. to City Manager	12	$35.00	$420.00
			$2,580.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Sewer User Fee Expense

Department Number: 21131 Account Number: 60404

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$123	$120	$62	$128	$124

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$140	$140		$12

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	*Unit*	*Rate*	*Subtotal*
Sewer Fee	4	$35.00	$140.00
			$140.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Heating Fuel Expense

Department Number: 21131 Account Number: 60405

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,257	$5,400	$6,036	$6,256	$5,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,465	$6,465		$209

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	***Unit***	***Rate***	***Subtotal***
Propane (gallon delivered)	1,500	$4.31	$6,465.00

History (actual)		
FY16	$	2,286.86
FY17	$	3,165.75
FY18	$	3,395.30
FY19	$	4,184.69
FY20	$	3,242.56
FY21	$	4,347.00
FY22	$	5,938.00
FY23	$	5,256.94
FY24	$	6,036.32
Average	$	4,205.94
Median	$	4,184.69
Maximum	$	6,036.32

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Fiber/Internet Expense

Department Number: 21131 Account Number: 60406

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,462	$4,200	$4,157	$4,200	$4,170

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,200	$4,200		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	***Unit***	***Rate***	***Subtotal***
Spectrum (Phone and Internet Package)	12	$350.00	$4,200.00
			$0.00
			$4,200.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Building Repair/Maint Exp

Department Number: 21131 Account Number: 60450

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,998	$6,485	$2,114	$6,235	$3,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,435	$5,000		($1,235)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Continegncy for building maintanance and repair

Desc	***Unit***	***Rate***	***Subtotal***
Plowing & Sanding	10	$200.00	$2,000.00
General Maintenance	3	$300.00	$900.00
Maint. Building Security	2	$400.00	$800.00
Plumbing/Heating Service	3	$95.00	$285.00
Fire Extinguisher and Alarm Inspection	1	$650.00	$650.00
Pest Control	2	$400.00	$800.00
			$5,435.00

	Actual
FY21	$2,573.90
FY22	$4,801.87
FY23	$3,998.00
FY24	$2,113.99

Minumum	$2,113.99
Average	$3,371.94
Maximum	$4,801.87

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21131 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$200	$10	$200	$50

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$200	$100		($100)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	***Unit***	***Rate***	***Subtotal***
General Office Supplies	1	$200.00	$200.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21131 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$649	$5,385	$180	$6,540	$2,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$7,080	$5,080		($1,460)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	***Unit***	***Rate***	***Subtotal***
Equipment Repair[1]	1	$2,000.00	$2,000.00
Operating Supplies[2]	1	$3,000.00	$3,000.00
MailChimp Subscription for Newsletter	12	$65.00	$780.00
Survey Tool	1	$1,200.00	$1,200.00
Canva Subscription - used to design graphics	1	$100.00	$100.00
			$7,080.00

[1]Contingency for small equipment repairs and upgrades at PA and cablecasting sites

[2]Contingency for operating equipment

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Cleaning Supplies Expense

Department Number: 21131 Account Number: 60509

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100	$100		$100

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Note/BAN Principal Expense

Department Number: 21131 Account Number: 60752

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Loan paid off

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Note/BAN Interest Expense

Department Number: 21131 Account Number: 60753

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Interest Payment on Building Renovation Internal Loan - Finance confirmation of laon payoff

Desc	*Unit*	*Rate*	*Subtotal*
Internal Renovation Loan	0	$982.33	$0.00
			$0.00
			$0.00

Loan payoff January 2022

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Miscellaneous Expense

Department Number: 21131 Account Number: 60797

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Transfer Out to Other Funds

Department Number: 21131 Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual[1]	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	*Unit*	*Rate*	*Total*
			$0.00
	1	$0.00	$0.00
			$0.00
	Deduct		$0.00
			$0.00

City of Biddeford, Maine

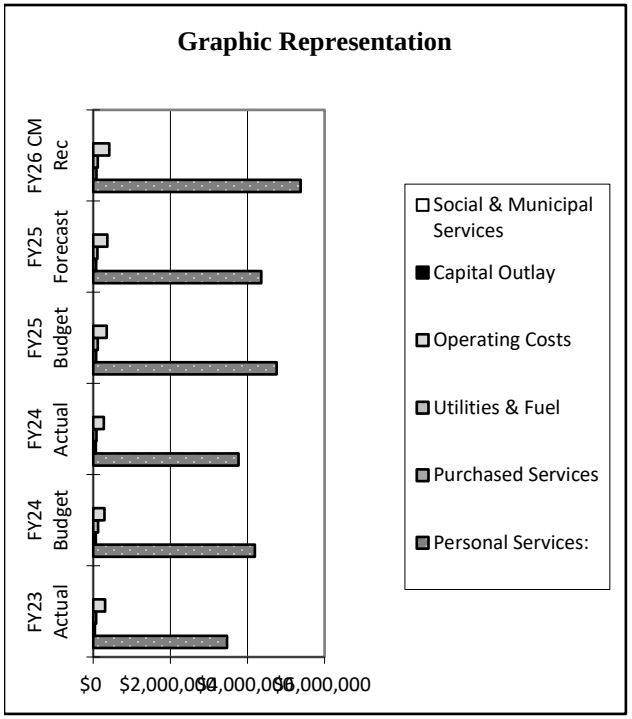
Fiscal Year 2026

Budget: Fire Dept.

Account Number: 21141

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$3,467,742	$4,191,463	$3,768,967	$4,754,103	$4,359,369	$1,580,882	$5,376,490	$5,169,612
Purchased Services	$46,395	$70,400	$69,606	$78,858	$78,758	$30,249	$82,898	$78,398
Utilities & Fuel	$80,660	$129,934	$87,000	$114,168	$110,738	$21,401	$115,493	$108,169
Operating Costs	$308,199	$292,350	$277,181	$351,166	$364,416	$55,917	$414,772	$381,222
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$3,902,996**	**$4,684,147**	**$4,202,754**	**$5,298,294**	**$4,913,281**	**$1,688,448**	**$5,989,653**	**$5,737,401**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):

FICA	**$389,329**
Workers Comp	**$389,433**
Health Insurance	**$1,069,717**
Retirement	**$636,267**
Unemployment	**$3,942**
Other Insurance	**$42,511**
Total Fringe Benefit Impact	**$2,531,199**
# of Full Time Employees	**56.90**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$4,754,103	$5,169,612	$415,509	8.7%
Purchased Services	$78,858	$78,398	-$460	-0.6%
Utilities & Fuel	$114,168	$108,169	-$5,999	-5.3%
Operating Costs	$351,166	$381,222	$30,056	8.6%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$5,298,294**	**$5,737,401**	**$439,107**	8.3%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$106,271	$113,666	$295,057	$125,882	$127,077	$45,140	$128,172	$128,172
60102	Mid Mgmt Hrly Employee Wa	$227,143	$254,824	$81,650	$215,827	$216,463	$77,548	$271,703	$219,203
60105	F-T Employee Wage Exp	$2,387,282	$3,118,464	$2,493,114	$3,490,030	$3,070,487	$1,141,480	$3,860,633	$3,775,763
60106	P-T Employee Wage Exp	$0	$0	$0	$0	$0	$0	$26,883	$0
60107	Temp/Seasonal Emp Wage Ex	$37,918	$47,500	$31,939	$70,000	$60,000	$9,908	$70,000	$70,000
60111	Overtime Wage Expense	$397,850	$350,000	$567,028	$513,213	$500,000	$186,018	$590,168	$565,168
60112	Extra Holiday Pay Exp	$145,301	$123,538	$144,818	$72,453	$135,000	$40,330	$139,159	$139,159
60121	Annual Stipend Pay Expense	$500	$0	$12,000	$6,000	$3,000	$500	$6,000	$6,000
60230	Clothing/Uniforms Expense	$85,843	$85,000	$87,135	$127,500	$127,500	$50,779	$150,270	$132,645
60251	Conferences/Training Expense	$61,575	$78,000	$44,380	$112,500	$100,000	$22,757	$112,500	$112,500
60252	Travel/Mileage Expense	$0	$1,000	$300	$1,000	$850	$106	$1,000	$1,000
60253	Food/Lodging Expense	$5,340	$4,200	$713	$4,200	$4,500	$772	$4,200	$4,200
60256	Dues/Memberships Expense	$3,195	$3,896	$2,077	$4,122	$4,200	$655	$4,427	$4,427
60258	Hiring Costs/EE Testing Exp	$9,894	$11,375	$9,084	$11,375	$10,292	$4,888	$11,375	$11,375
Totals		**$3,467,742**	**$4,191,463**	**$3,768,967**	**$4,754,103**	**$4,359,369**	**$1,580,882**	**$5,376,490**	**$5,169,612**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60310	Service Contracts Expense	$45,963	$70,000	$69,363	$78,458	$78,458	$30,214	$82,498	$77,998
60325	Postage/Shipping Expense	$433	$400	$243	$400	$300	$35	$400	$400
Totals		**$46,395**	**$70,400**	**$69,606**	**$78,858**	**$78,758**	**$30,249**	**$82,898**	**$78,398**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$19,155	$38,000	$18,972	$22,054	$22,811	$11,102	$23,950	$20,000
60401	Water Expense	$2,697	$2,834	$3,215	$3,032	$3,234	$1,530	$3,350	$3,350
60402	Phone/Celular/Paging Exp	$11,741	$16,000	$11,278	$16,000	$16,000	$4,919	$16,000	$16,000
60404	Sewer User Fee Expense	$2,298	$4,400	$1,495	$3,400	$3,400	$0	$3,400	$3,000
60405	Heating Fuel Expense	$15,550	$22,000	$14,079	$22,000	$18,500	$3,507	$22,000	$22,000
60410	Diesel Fuel Expense	$23,039	$40,950	$24,751	$39,416	$33,974	$0	$33,974	$32,000
60411	Gasoline Expense	$6,180	$5,750	$13,210	$8,266	$12,819	$343	$12,819	$11,819
Totals		**$80,660**	**$129,934**	**$87,000**	**$114,168**	**$110,738**	**$21,401**	**$115,493**	**$108,169**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60450	Building Repair/Maint Exp	$41,438	$33,000	$21,148	$52,000	$52,000	$7,503	$75,517	$50,517
60452	Operating Equip Repair Exp	$61,420	$65,000	$57,526	$70,000	$70,000	$20,441	$103,829	$101,579
60453	Vehicle Repair/Tires/Oil Exp	$120,138	$107,500	$117,138	$111,750	$125,000	$3,640	$111,025	$111,025
60461	Repair/Maint-CommunsEquip	$3,718	$5,000	$11,160	$23,400	$23,400	$2,088	$28,831	$25,831
60465	Fire Boat Repair/Maint	$5,066	$4,000	$2,923	$4,000	$4,000	$161	$4,000	$3,500
60500	Admin/Office Supp/Eqt Non-C	$5,788	$5,000	$8,368	$5,900	$5,900	$1,694	$5,900	$5,900
60501	Operating Supp/Eqt Non-Cap	$5,059	$5,000	$2,370	$10,200	$10,200	$58	$12,280	$9,480
60508	Ambulance Supplies Non-Cap	$60,495	$63,000	$53,378	$69,316	$69,316	$18,724	$68,790	$68,790
60509	Cleaning Supplies Expense	$4,653	$4,850	$3,172	$4,600	$4,600	$1,607	$4,600	$4,600
60797	Miscellaneous Expense	$423	$0	$0	$0	$0	$0	$0	$0
Totals		**$308,199**	**$292,350**	**$277,181**	**$351,166**	**$364,416**	**$55,917**	**$414,772**	**$381,222**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21141 Fire Dept.

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
FIRE CHIEF	11385	1.00	127,681.20	128,172.28	128,172.28	BEST	LAWRENCE	60101
ASSIST. FIRE CHIEF	10333	1.00	112,939.92	113,374.30	113,374.30	DEXTER	EDWARD	60102
DEPUTY FIRE CHIEF	65900	1.00	105,423.12	105,828.59	105,828.59	THORPE	KENNETH	60102
OFFICE MANAGER	7725	1.00	73,247.04	73,528.76	73,528.76	BOYDEN	KATHY	60105
CAPTAIN/PARAMEDIC	10330	1.05	99,983.52	100,368.07	100,368.07	KIESMAN	STEVEN	60105
CAPTAIN/PARAMEDIC	10414	1.05	98,563.92	98,943.01	98,943.01	STEVENSON	ANDREW	60105
CAPTAIN/ADVANCED	10028	1.05	94,261.44	94,623.98	94,623.98	OUELLETTE	DERICK	60105
CAPTAIN/ADVANCED	68625	1.05	95,702.88	96,070.97	96,070.97	WHEELER	ERIC	60105
LIEUTENANT/PARAMEDIC	10865	1.05	85,700.16	86,029.78	86,029.78	BROWN	BENJAMIN	60105
LIEUTENANT/PARAMEDIC	10990	1.05	85,700.16	86,029.78	86,029.78	COUSINS	ROBERT	60105
LIEUTENANT/PARAMEDIC	10415	1.05	88,189.92	88,529.11	88,529.11	MERTZ	ROBERT	60105
LIEUTENANT/PARAMEDIC	10786	1.05	85,700.16	86,029.78	86,029.78	ROSS	BREEANNA	60105
LIEUTENANT/PARAMEDIC	10957	1.05	86,945.04	87,279.44	87,279.44	SCHEPPARD	ADAM	60105
LIEUTENANT/PARAMEDIC	62915	1.05	88,189.92	88,529.11	88,529.11	SEVIGNY	TIMOTHY	60105
LIEUTENANT/PARAMEDIC	10784	1.05	88,189.92	88,529.11	88,529.11	SZOSTEK	STEVEN	60105
FF II/PARAMEDIC	10053	1.05	85,700.16	86,029.78	86,029.78	ABERLE	CHRISTOPHER	60105
FF II/PARAMEDIC	11217	1.05	74,518.08	74,804.69	74,804.69	CAREY	MICHAEL	60105
FF II/PARAMEDIC	11162	1.05	74,518.08	74,804.69	74,804.69	CHASE	NEHEMIAH	60105
FF II/PARAMEDIC	11197	1.05	72,268.56	72,546.52	72,546.52	CLEARY	MATTHEW	60105
FF II/PARAMEDIC	10497	1.05	77,903.28	78,202.91	78,202.91	CLEMENT	PAUL	60105
FF II/PARAMEDIC	10060	1.05	80,174.64	80,483.00	80,483.00	CROCKER	JASON	60105
FF II/PARAMEDIC	11198	1.05	72,268.56	72,546.52	72,546.52	DEFIORE	DANIELLE	60105
FF II/PARAMEDIC	10905	1.05	76,789.44	77,084.78	77,084.78	DOROW	ALEXANDER	60105
FF II/PARAMEDIC	11161	1.05	72,268.56	72,546.52	72,546.52	FACE	ZACHARY	60105
FF II/PARAMEDIC	11167	1.05	72,268.56	72,546.52	72,546.52	FRANCIS	ADAM	60105
FF II/PARAMEDIC	11538	1.05	65,498.16	65,750.08	65,750.08	GIBSON	ANDREW	60105
FF II/PARAMEDIC	11383	1.05	67,747.68	68,008.25	68,008.25	JUBB	RYAN	60105
FF II/PARAMEDIC	11200	1.05	72,268.56	72,546.52	72,546.52	LOUGH	MICHELLE	60105
FF II/PARAMEDIC	11163	1.05	72,268.56	72,546.52	72,546.52	MARRIOTT	DALTON	60105
FF II/PARAMEDIC	11216	1.05	74,518.08	74,804.69	74,804.69	MOLLOY	DANIEL	60105
FF II/PARAMEDIC	56101	1.05	81,288.48	81,601.13	81,601.13	PICHE	NANCY	60105
FF II/PARAMEDIC	11165	1.05	72,268.56	72,546.52	72,546.52	POWERS	MONICA	60105
FF II/PARAMEDIC	11146	1.05	77,903.28	78,202.91	78,202.91	SMITH	JOSHUA	60105
FF II/PARAMEDIC	11553	1.05	74,232.57	74,518.08	74,518.08	THORPE	TYLER	60105
FF II/PARAMEDIC	11266	1.05	74,518.08	74,804.69	74,804.69	WARDWELL	JONATHAN	60105
FF II/PARAMEDIC	11201	1.05	76,789.44	77,084.78	77,084.78	WELCOME	SEAN	60105
FF II/PARAMEDIC	11202	1.05	72,268.56	72,546.52	72,546.52	WIERDA	HENRY	60105
FF II/PARAMEDIC	10746	1.05	76,789.44	77,084.78	77,084.78	QUINN	STEVN	60105
FF II/ADVANCED	11427	1.05	68,883.36	69,148.30	69,148.30	AZER	ZACHARY	60105
FF II/ADVANCED	11428	1.05	62,112.96	62,351.86	62,351.86	BEATTIE	CAITLIN	60105
FF II/ADVANCED	11532	1.05	59,841.60	60,071.76	60,071.76	BEAUDET	KRYSTOPHER	60105
FF II/ADVANCED	11313	1.05	66,612.00	66,868.20	66,868.20	BOYD	ROBERT	60105
FF II/ADVANCED	11422	1.05	62,112.96	62,351.86	62,351.86	CARR	BENNETT	60105
FF II/ADVANCED	11497	1.05	54,206.88	54,415.37	54,415.37	CLARK	PETER	60105
FF II/ADVANCED	44675	1.05	75,653.76	75,944.74	75,944.74	MALONEY	TODD	60105
FF II/ADVANCED	11533	1.05	54,206.88	54,415.37	54,415.37	RIDDICK	JORDAN	60105
FFII/ADVANCED	11496	1.05	54,206.88	54,415.37	54,415.37	SCHWARTZ	STEPHEN	60105
FF II/ADVANCED	10703	1.05	66,612.00	66,868.20	66,868.20	SPECKIN	STEVEN	60105
FF II/ADVANCED	114	1.05	59,841.60	60,071.76	60,071.76	VACANT	0	60105
FF II/ADVANCED	108	1.05	59,841.60	60,071.76	60,071.76	VACANT	0	60105
FF II/PARAMEDIC	11265	1.05	68,883.36	69,148.30	69,148.30	WRIGHT	DAVID	60105
FF II/BASIC	11312	1.05	67,747.68	68,008.25	68,008.25	HARTLEY JR	RICHARD	60105
UNION CONTRACT SALARY ADJ.	44	-	-	-	-	0	0	60105
CALL BACK BONUS	45	-	1,500.00	1,500.00	1,500.00	0	0	60105
PAYOUTS (EDU)	13	-	-	-	-	-	-	60105
RESIDENCY BONUS	10	-	16,000.00	16,000.00	16,000.00	0	0	60105
RETENTION BONUS	12	-	4,000.00	4,000.00	4,000.00	-	-	60105
INCENTIVE -SICK LEAVE	16	-	12,000.00	12,000.00	12,000.00	0	0	60105
CALL FORCE	11	-	70,000.00	70,000.00	70,000.00	-	-	60107
DEPUTY FIRE CHIEF	122	1.00	52,500.00	52,500.00	52,500.00	NEW POSITION	0	60102
FIRE INSPECTOR	48	1.00	85,106.88	85,106.88	85,106.88	NEW POSITION	0	60105
ADMINISTRATIVE ASST.	123	0.50	26,883.00	26,883.00	26,883.00	NEW POSITION	0	60106
TOTAL BUDGETED POSITIONS		**56.90**	**4,282,209.16**	**4,297,648.46**	**4,297,648.46**			

Notes: New Deputy Fire Chief position represents 6-months on salary, see 60102

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Dept Manager Salary Exp

Department Number: 21141 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$106,271	$113,666	$295,057	$125,882	$127,077

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$128,172	$128,172		2,290

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line is used to pay for the Fire Chiefs salary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21141 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$227,143	$254,824	$81,650	$215,827	$216,463

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$271,703	$219,203		$3,376

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line is used to pay the salary for the Assistant Chief & Deputy Chief.

New Position
Deputy Chief $105,000.00 request for 6 months = $52,500.00
Not included in the Request Above

All-in cost for new deputy chief position $161,262.45 (annual), $80,631 (6-month)

CM- New deputy chief position not funded

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: F-T Employee Wage Exp

Department Number: 21141 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,387,282	$3,118,464	$2,493,114	$3,490,030	$3,070,487

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,860,633	$3,775,763		$285,733

This line is used to pay the full time line staff.

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line is used to pay the 48 full time line staff and Office Manager

Not requesting an increase in operational line staffing this year until the department is fully staffed at current authozized level

New Position - Fire Inspector $84,780
Included in the Request Above; for discssuion, all-in cost $140,143

CM - fire inspector position not funded

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: P-T Employee Wage Exp

Department Number: 21141 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$26,883	$0		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This is a new position for the Fire Department. This position would assist the FD Office Manager with daily office duties such as filling report requests; assisting with ambulance EMS billing and questions; assisting with payroll; daily support of FD admininstrative functions which supports the operations of the Department; scheduling fire prevention and community outreach programs; answering questions from the public in-person at the Station or via phone; assist with filing

New Position		Hrly Rate	Hrs/Wk		Annual Salary
Part-time Adminstrative Assistant	$	25.75	20.00	$	26,883.00
All-in employee cost $45,426					

CM - Part-time position not funded

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Temp/Seasonal Emp Wage Exp

Department Number: 21141 Account Number: 60107

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$37,918	$47,500	$31,939	$70,000	$60,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$70,000	$70,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the salary cost for our Call Force stipends, training and call back response. It also covers the cost for our department Chaplin who responds to incident to assist citizens, spends time at the FD assisting our personnel, and delivers community outreach programs. We currently have 11 openings in the call force and anticipate filling 5 of those openings in this FY, which is what is refelcted in this budget request

26 Call FF Total	FY25	Requested FY26
Call Force	$ 28,760.00	$ 28,760.00
Chaplin	$ 3,380.00	$ 3,380.00
Training	$ 16,380.00	$ 15,360.00
Call Back Response	$ 13,480.00	$ 14,500.00
FD Medical Director	$ 8,000.00	$ 8,000.00
	$ 70,000.00	$ 70,000.00

Account line is level funded, however changes in Training & Call Back Response lines to reflect more accurate expenditures in these lines

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Overtime Wage Expense

Department Number: 21141 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$397,850	$350,000	$567,028	$513,213	$500,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$590,168	$565,168		$51,955

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost of shift overtime that is needed for normal operations as well as overtime that may be needed for outside details, major storm coverage, callbacks to staff apparatus for multiple or large incidents, meetings, professional development, and training that needs to be done off-duty.
For FY26 we level funded the all day EMS training for the additional madatory EMS CEH requirnments which lead us to need to offer an additional all day EMS training days. There is a slight increase of $1,089 for Officer meetings and training sessions, which is refelctive of increased hourly wage. We are continuing to support our new officers with additional training to help with better department operations. The Paramedic & AEMT school coverage has been reduced by $20,000 to a new total of $5,000 to cover members enrolled paramedic or AEMT school while on duty. The rescue tech. team training will transition from the initial start-up team training to a quarterly/annual team training with on-duty training as well.
To help keep cost down, we continue to utilize our online training system, but we are still required to have so many hours of hands on practical training that is done on and off duty depending on the class and certification that is needed.

	FY25 Request	FY26 Request
Projected "regular" overtime avg	$500,980	$436,918
OT for Rope Rescue Tech. Team Training	$18,922	$0
OT for Trench Rescue Tech. Team Training	$18,922	$0
OT for quarterly shift training each shift	$37,845	$31,100
OT for all day EMS training	$12,000	$12,000
OT for Officer meetings & training	$15,584	$16,673
OT Firefighter I & II certification training	$3,000	$0
OT Paramedic & AEMT school coverage	$25,000	$5,000
York County Haz-Mat Team Response & Train.		$26,280
Regional Live Fire Training x8		$15,550
Rescue Tech. Team Training Quarterly & Annual		$46,647
Total	$632,253	$590,168

FY 18	$222,355		
FY 19	$265,484		
FY 20	$333,045		
FY 21	$458,445		
FY22	$814,218	$559,385.25	4 year avg.
FY23	$397,850	$436,917.86	7 year avg.
FY24	$567,028		

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Extra Holiday Pay Exp

Department Number: 21141 Account Number: 60112

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$145,301	$123,538	$144,818	$72,453	$135,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$139,159	$139,159		$66,706

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost of holidays as listed in the barganing agreement.
The line has been increased to cover the cost of more employees taking the money inplace of time off and to cover the increased staff.

Deprtment recommendation (avg. plus increase) $ 139,159.00

Actual	
2021	$120,738.00
2022	$137,783.00
2023	$145,301.00
2024	$144,817.00

$137,159.75 Avg.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Annual Stipend Pay Expense

Department Number: 21141 Account Number: 60121

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$500	$0	$12,000	$6,000	$3,000

FY2025 YTD
$500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,000	$6,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Employees	Stipend	Est. Total
Annual Physical Fitness Stipend	24	$250.00	$6,000.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Clothing/Uniforms Expense

Department Number: 21141 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$85,843	$85,000	$87,135	$127,500	$127,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$150,270	$132,645		$5,145

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

$33,870 of this line goes to clothing allowance for our career personnel as outlined in the current bargaining agreement. The remaining amount is used to purchase and replace firefighting gear, hazmat suits, ice water suits, swift water rescue suits, rapelling harnesses, specialty rescue clothing, helmets, ballistic vests, badges, and other uniform apparel.
We continue to have a number of firefighting PPE that has come to the end of life and we are still purchasing a large amount of gear for new staff being hired.

CBA Clothing	$33,870.00	Annual cloth. Allow. & 1-yr. class-A uniform
New Hires FT FFs	$20,385.00	$6,795 ea x3
New Hire On-Call FFs	$24,575.00	$4,915 ea x5
PPE FF Gear 14 sets	$54,600.00	Replace PPE 10 years or older NFPA
Gloves	$1,150.00	$115 ea x10
Hoods	$1,150.00	$115 ea x10
Boots	$1,200.00	$300 ea x4
Traffic safety vest	$270.00	$45 ea x6
Helmet	$900.00	$450 ea x2
Ice rescue suit	$2,200.00	$1,100 ea x2
Cold water rescue suit	$1,970.00	$985 ea x2
Misc. PPE	$8,000.00	
	$150,270.00	Total

CM - reduced by one new hire, two on-call sets, and $1,000 in Misc PPE.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Conferences/Training Expense

Department Number: 21141 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$61,575	$78,000	$44,380	$112,500	$100,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$112,500	$112,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line supports Firefighter I & II, specialty tech rescue team training, job related training and conferences, officer development , EMS training to include Pre-Hospital Trauma Life Support, Advanced Cardiac Life Support, Geriatric Emergency Medical Services, Advanced Medical Life Support, Pediatric Advanced Life Support as well as HAZMAT and extraction training. It covers the cost of books that may be required for classes and pays for seminars and worshops to include Maine Fire Chiefs, Association, National Fire Academy, New England Chief Association Arson Investigations.

We will be sending several people a year for the next number of years to EMS advanced and paramedic school. This required training level is as required for new staff through the labor management process.

Advanced EMT x3	$12,000.00
Paramedic x2	$24,000.00
Tech rescue team train	$25,000.00
Training prop materials	$7,740.00
Misc. FF, Tech Rescue, EMS, Officer Cert; Driver Operator, Behvioral Health, FTO; etc.	$43,760.00
	$112,500.00 Total

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Travel/Mileage Expense

Department Number: 21141 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,000	$300	$1,000	$850

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,000	$1,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line is used for travel expenses for classes and meetings.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Food/Lodging Expense

Department Number: 21141 Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,340	$4,200	$713	$4,200	$4,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,200	$4,200		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line is used for special events and trainings, but is primarily used to feed crews from the FD, PD, Dispatch, and Public Works who are working major storms and natural disaster events. Food is prepared at the FD.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Dues/Memberships Expense

Department Number: 21141 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,195	$3,896	$2,077	$4,122	$4,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,427	$4,427		$305

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line pays for membership & dues to include International Association of Fire Chiefs, Fire Chiefs Magazine, Fire Engineering Publication, Maine Fire Chiefs Association, National Fire Protection Codes Manuals, York County Fire Investigators, Maine EMS, Fire Service Instructors, & NFPA.

Int. Assoc of Fire Chiefs	$865.00
Fire Engineering Subscription	$80.00
NFPA Codes	$1,552.00
NFPA dues for Chiefs	$350.00
Maine Fire Chiefs Assoc	$330.00
Society of Fire Instr.	$125.00
F.D. Safety Officers Assoc.	$100.00
Maine Assoc of Arson Inves.	$200.00
York County Chief's Assoc	$400.00
Internt'l Assoc of Arson Inves.	$225.00
Nat'l EMT Assoc.	$50.00
York County Firefighters Assoc.	$150.00
	$4,427.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Hiring Costs/EE Testing Exp

Department Number: 21141 Account Number: 60258

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$9,894	$11,375	$9,084	$11,375	$10,292

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$11,375	$11,375		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost of medical exams & adminsitrative costs for the hiring of new employees as well as yearly SCBA SCBA respiratory evalutions, testing and follow ups as required by federal law.

If the Federal OSHA laws are updated and adopted by the Maine DOL, then this account will need to be increaded by $22,050 in order for annual physicals to be conducted for each member of the department. Physicals costs $350 for each member.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Service Contracts Expense

Department Number: 21141 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$45,963	$70,000	$69,363	$78,458	$78,458

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$82,498	$77,998		-$460

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers cardiac monitor maintenance contracts, IMC contracts, State EMS software AED contracts Image Trend Software, SCBA annual flow testing, EMS stretcher and stair chair contracts, breathing air quality testing, sprinkler and fire alarm testing, annual gear inspections, annual fire ladder testing, extrication equipment testing, and fire extinguisher training maintenance.

	FY2025
Air Gas cutting torch bottles	$331.00
Air Tech(air quality testing)	$500.00
Annual SCBA maskfit test	$2,000.00
Apparatus pump testing	$1,405.00
Atlantic Partners (took place of So Me EMS)	$800.00
Begergeron Protective Clothing (Air Pack Flow Test)	$4,000.00
Building HVAC annual maintenance	$4,000.00
Cardiac Monitor/AED servicing/IV Pump Svc.	$6,140.00
CLIA Lab (med waiver for labs)	$200.00
Domestic floor waxing	$4,500.00
Eastern Fire sprinkler system	$1,000.00
Emergency Svs(I am responding contract)	$800.00
Fire Safe Equipment Kitchen hood inspection	$300.00
Harrison Schrader Inc. extrication tool service	$500.00
Hose Testing	$8,500.00
Image Trend	$250.00
Industrial Protection(hydrotest scba's)(every 5 yrs)	$1,400.00
Kitchen Tech stove maintenance	$400.00
Knox icloud	$1,298.00
Linwood Davis (fire ext inspections)	$1,700.00
Maine EMS (EMS Svs lic.)	$280.00
Maine State Security	$750.00
Minuteman Security	$800.00
NE Emergency Electric Extrication Tool Annual Svs.	$800.00
New England Ladder(ground ladder testing)	$1,310.00
Pest/Bed bug inspections	$1,000.00
Power DMS	$4,125.00
Power Product generator maintenance	$1,200.00
Saco F.D.(fire ext. yearly maint.)	$500.00
Scheduling software	$3,400.00
Stryker (stretcher maint. Cont.)	$8,363.00
Sunbelt	$6,000.00
Superior pests	$500.00
Target/Vector Solutions Training Module/Truck Checks	$11,100.00
Treasurer State of Me (licenses)	$60.00
Tritech Software (IMC)	$2,286.00
	$82,498.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Postage/Shipping Expense

Department Number: 21141 Account Number: 60325

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$433	$400	$243	$400	$300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$400	$400		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line is used for department postage to include EMS billing, department business, and EMS surveys to the public.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Electricity Expense

Department Number: 21141 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$19,155	$38,000	$18,972	$22,054	$22,811

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$23,950	$20,000		($2,054)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This is used for electrical expenses for central station.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Water Expense

Department Number: 21141 Account Number: 60401

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,697	$2,834	$3,215	$3,032	$3,234

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,350	$3,350		$318

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line is used for water expense at Central Station.
Includes anticipated 3% increase from Maine Water

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Phone/Celular/Paging Exp

Department Number: 21141 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$11,741	$16,000	$11,278	$16,000	$16,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$16,000	$16,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

The line covers cell phone and computer data plans for Command Chiefs and the emergency apparatus.
All apparatus have data terminals that receive call information and information on things like hydrant, preplans, floor plans, sprinkler connections, building information, cross streets, department policies, hazmat, and other related information and allows for EMS and inspections reporting to be completed and allows for data to be tranfered from our EMS cardiac monitors to our EMS reporting system. This year we need to replace 3 IPads that are used on a daily basis in the vehicles for repsonses

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Sewer User Fee Expense

Department Number: 21141 Account Number: 60404

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,298	$4,400	$1,495	$3,400	$3,400

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,400	$3,000		($400)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the sewer user fee for the building at Central Station.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Heating Fuel Expense

Department Number: 21141 Account Number: 60405

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$15,550	$22,000	$14,079	$22,000	$18,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$22,000	$22,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line is used to cover heating cost for the building of Central Station.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Diesel Fuel Expense

Department Number: 21141 Account Number: 60410

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$23,039	$40,950	$24,751	$39,416	$33,974

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$33,974	$32,000		($7,416)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This lines covers the cost of fuel for the apparatus.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Gasoline Expense

Department Number: 21141 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6,180	$5,750	$13,210	$8,266	$12,819

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$12,819	$11,819		$3,553

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Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This lines covers the cost of gas for the department service vehicles.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Building Repair/Maint Exp

Department Number: 21141 Account Number: 60450

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$41,438	$33,000	$21,148	$52,000	$52,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$75,517	$50,517		($1,483)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers grounds and all building maintenance, supplies, paint and repair. Maintenance and repair of the boiler and AC system, fire department monument, museum, and apparatus floor cleaner.
In addition we have many projects that need attention including lot fence repairs, exhaust system repairs for the connections to the fire apparatus, multiple electrical repairs, garage door opener replacements, security system continuations, and holiday decorations. The building is over 30 years old, there are are many repairs & maintenance that we continue to work on in an effort to properly maintain the Station and grounds.

Plymovent for apparatus air cleaning	$3,400	
Electrical work	$5,000	
Plumbing/heating work	$5,000	
Appliances	$3,000	
Door repairs	$4,155	
Roof repairs	$500	
Gym equipment	$5,000	
Misc	$4,000	
Paint and flooring	$12,500	Phase #2 $8,500 Paint first floor est.
Window maintenance	$600	
Disposal of PFAS Foam- 2-55 gal. drums $1,681 ea.	$3,362	
Brick masonary restoration- south end of station	$25,000	Project identified after CIP process
Building repairs	$4,000	
	$75,517	

CM - CIP item removed

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Operating Equip Repair Exp

Department Number: 21141 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$61,420	$65,000	$57,526	$70,000	$70,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$103,829	$101,579		$31,579

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers cost for all equipment maintenance of the tools carried on fire apparatus. It replaces such items broken during the course of fire suppression and rescue operations. This line is also used for the repairs to breathing air equipment, maintenance of fire extinguishers, extrication power tools. It covers the cost of SCBA bottle testing, fire suppression equipment, haz-mat equipment, cold water support equip., confined space equipment, replacement batteries for tools & equipment,

SCBA bottle replacement x7	$8,400	
SCBA replacement account funding	$30,000	
SCBA bottle Hydro Testing x38/ year	$1,400	
SCBA fill station maint.	$750	
Foam	$5,000	Need to replace old PFAS foam
Gas meter cal gas	$7,500	
Equipment repairs	$12,000	
Equipment purchase	$30,699	(see Detail)
Ladder repairs & purchase	$5,000	
Thermal imaging camera	$2,250	
Batteries for equipment	$1,000	
Flashlights coat & apparatus	$1,230	
Hose	$7,000	
	$103,829	

CM - Deduct thermal imaging camera

2024 Equipment Purchase Needs		
Milwakee batteries	$250 per battery. Need 3 annually	$750
Bailout kit	$450 each. Need 5	$2,250
Coat flashlights	$154 each . Need 9	$1,694
TacTron for S7		$1,000
Smooth bore nozzles	$884 each times 4	$3,536
Mobile Gear Rack	$2400 6 sections each	$19,200
Traffic cones	$176 set. Need 3	$528
Handlights	$225 need 4	$900
Elevator Keys	$238 each need 4 sets	$952
K-tool kit	$198 each need 2	$396
Hose Roller		$6,500
Portable hose roller		$2,385
Misc. hand tools, axes, pike poles, haligan bars etc.		$1,000
Rope rescue rope & equipment replacement		$4,000
Water rescue rope replacement		$1,000
		~~$46,091~~
Note - Maintenance for current equipment excluded.	Only asking for $29,000	

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 21141 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$120,138	$107,500	$117,138	$111,750	$125,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$111,025	$111,025		($725)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost of vehicle repairs on fire, EMS and service vehicles apparatus.

Increasing age of fleet and associated maintenance costs

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Repair/Maint-CommunsEquip

Department Number: 21141 Account Number: 60461

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,718	$5,000	$11,160	$23,400	$23,400

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$28,831	$25,831		$2,431

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost to purchase and maintain our communications equipment such as apparatus radios, portable radios, pagers, antennas, speaker mics, fire department radios in Dispatch, and all in house communication needs and equipment. It also covers the cost of FD radios in dispatch at the PD as well as FD remote sites within the city.
The line has been increased by $16,000 to cover the cost of purchasing 2 portable radios for FFs a we fill open positions.

Portable radios	$20,267.08	$10,133.51 ea x2
Portable radio batteries	$2,563.80	$213.65 ea x12
Misc. repairs	$6,000.00	
	$28,830.88	Total

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Fire Boat Repair/Maint

Department Number: 21141 Account Number: 60465

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,066	$4,000	$2,923	$4,000	$4,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,000	$3,500		($500)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost for repairs, equipment, storage, and maintanace for emergency boat operations.

Level fund while we evaluate marine unit options for future operations in both the ocean and river.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21141 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,788	$5,000	$8,368	$5,900	$5,900

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,900	$5,900		$0

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Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost on all office operating expenses, supplies, maintenance and procurement. It also covers FD education material for public education, photo supplies for investigations, Juvenile Fire Setters Program, merit awards, and inspections materials.

office equipment	$2,500	
office supplies	$3,400	
	$5,900	Total

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21141 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,059	$5,000	$2,370	$10,200	$10,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$12,280	$9,480		($720)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line will cover office hardware and computers for the station and apparatus such as network repairs, wiring, system back up batteries, station AV equipment, computers, cameras for investigation and interviews, remote printers. Repairs to office equipment; vehicle knox box secure key units

Ipad MDT replace.	$1,880.00	$940 ea x2
Knox box unit replace.	$5,400.00	$1,800 ea x3
Misc. as listed above	$5,000.00	
	$12,280.00	Total

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Ambulance Supplies Non-Capital

Department Number: 21141 Account Number: 60508

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$60,495	$63,000	$53,378	$69,316	$69,316

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$68,790	$68,790		($526)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost of EMS supplies and replacement of medical equipment and medications for ambulances and fire apparatus. This includes purchasing of AEDs, Ipads for EMS report documentation and other EMS equipment.

Ambulance Supplies	$59,000.00	
LP 15 D-fib unit batteries	$1,600.00	3 batteries
AED pads & batteries	$5,790.00	For city AEDs
Ipad for EMS	$2,400.00	3 units
	$68,790.00	Total

0

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fire Dept.

Account Title: Cleaning Supplies Expense

Department Number: 21141 Account Number: 60509

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,653	$4,850	$3,172	$4,600	$4,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,600	$4,600		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost of cleaning supplies for the building, land, and apparatus.

Gear cleaning soap	$800
Appartus	$800
Building supplies	$3,000
	$4,600 Total

City of Biddeford, Maine

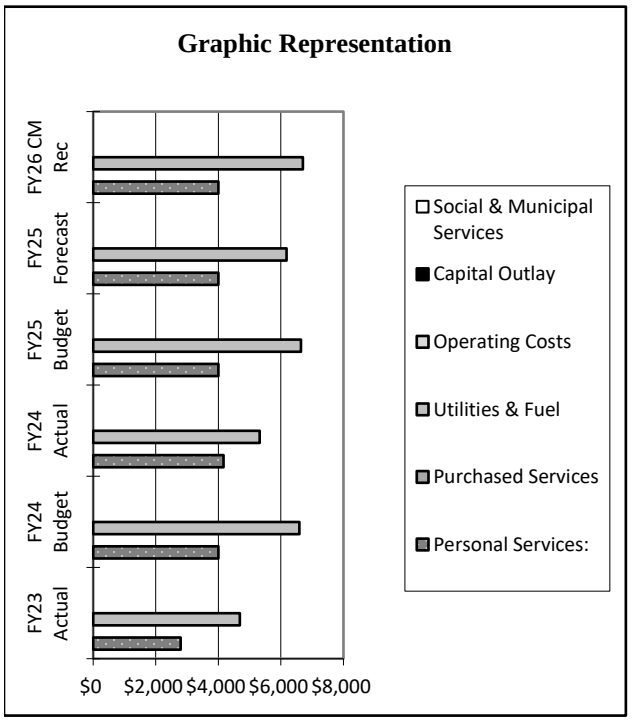
Fiscal Year 2026

Budget: Biddeford Pool Fire Dept.

Account Number: 21142

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$2,795	$4,000	$4,170	$4,000	$4,000	$0	$4,000	$3,000
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$4,691	$6,587	$5,319	$6,645	$6,185	$756	$6,700	$5,740
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$7,486**	**$10,587**	**$9,490**	**$10,645**	**$10,185**	**$756**	**$10,700**	**$8,740**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$4,000	$3,000	-$1,000	-25.0%
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$6,645	$5,740	-$905	-13.6%
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$10,645**	**$8,740**	**-$1,905**	-17.9%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60230	Clothing/Uniforms Expense	$2,795	$4,000	$4,170	$4,000	$4,000	$0	$4,000	$3,000
Totals		**$2,795**	**$4,000**	**$4,170**	**$4,000**	**$4,000**	**$0**	**$4,000**	**$3,000**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$1,026	$2,800	$1,409	$2,500	$1,821	$629	$2,200	$1,500
60401	Water Expense	$208	$437	$166	$300	$200	$48	$250	$200
60402	Phone/Celular/Paging Exp	$84	$350	$0	$350	$336	$0	$350	$340
60405	Heating Fuel Expense	$3,373	$3,000	$3,745	$3,495	$3,828	$79	$3,900	$3,700
Totals		**$4,691**	**$6,587**	**$5,319**	**$6,645**	**$6,185**	**$756**	**$6,700**	**$5,740**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Biddeford Pool Fire Dept.

Account Title: Clothing/Uniforms Expense

Department Number: 21142 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,795	$4,000	$4,170	$4,000	$4,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,000	$3,000		-$1,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost of personnel protection equipment for the personnel assigned to this station and some of the call force members.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Biddeford Pool Fire Dept.

Account Title: Electricity Expense

Department Number: 21142 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,026	$2,800	$1,409	$2,500	$1,821

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,200	$1,500		-$1,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers electricity use for Biddeford Pool Station.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Biddeford Pool Fire Dept.

Account Title: Water Expense

Department Number: 21142 Account Number: 60401

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$208	$437	$166	$300	$200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$250	$200		-$100

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost of water use.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Biddeford Pool Fire Dept.

Account Title: Phone/Celular/Paging Exp

Department Number: 21142 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$84	$350	$0	$350	$336

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$350	$340		-$10

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost of phone & Wifi use for this station.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Biddeford Pool Fire Dept.

Account Title: Heating Fuel Expense

Department Number: 21142 Account Number: 60405

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,373	$3,000	$3,745	$3,495	$3,828

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,900	$3,700		$205

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost of propane for heating this station.

FY24 1,174 Gallons @ $3.19

City of Biddeford, Maine

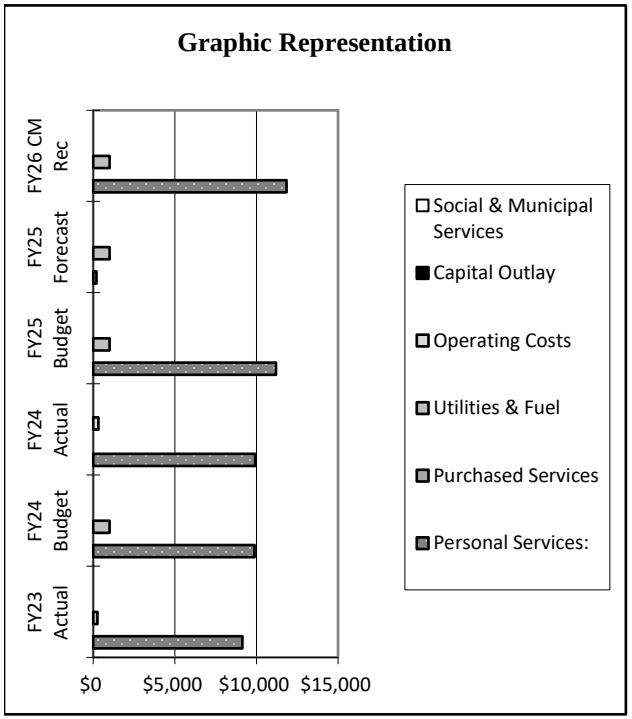
Fiscal Year 2026

Budget: Emergency Management

Account Number: 21144

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$9,131	$9,882	$9,930	$11,192	$200	$4,095	$11,843	$11,843
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$267	$1,000	$0	$1,000	$1,000	$0	$1,000	$580
Operating Costs	$0	$0	$320	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$9,398**	**$10,882**	**$10,250**	**$12,192**	**$1,200**	**$4,095**	**$12,843**	**$12,423**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$887**
Workers Comp	**$230**
Health Insurance	**$1,133**
Retirement	**$1,182**
Unemployment	**$59**
Other Insurance	**$73**
Total Fringe Benefit Impact	**$3,564**
# of Full Time Employees	**0.10**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$11,192	$11,843	$650	5.8%
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$1,000	$580	-$420	-42.0%
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$12,192**	**$12,423**	**$230**	1.9%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$8,946	$9,532	$9,930	$10,792	$0	$4,095	$11,593	$11,593
60230	Clothing/Uniforms Expense	$0	$100	$0	$250	$200	$0	$250	$250
60251	Conferences/Training Expense	$0	$0	$0	$0	$0	$0	$0	$0
60252	Travel/Mileage Expense	$0	$0	$0	$0	$0	$0	$0	$0
60253	Food/Lodging Expense	$185	$250	$0	$150	$0	$0	$0	$0
Totals		**$9,131**	**$9,882**	**$9,930**	**$11,192**	**$200**	**$4,095**	**$11,843**	**$11,843**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60402	Phone/Celular/Paging Exp	$267	$1,000	$0	$1,000	$1,000	$0	$1,000	$580
Totals		**$267**	**$1,000**	**$0**	**$1,000**	**$1,000**	**$0**	**$1,000**	**$580**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60452	Operating Equip Repair Exp	$0	$0	$0	$0	$0	$0	$0	$0
60500	Admin/Office Supp/Eqt Non-C	$0	$0	$0	$0	$0	$0	$0	$0
60501	Operating Supp/Eqt Non-Cap	$0	$0	$320	$0	$0	$0	$0	$0
Totals		**$0**	**$0**	**$320**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21144 Emergency Management

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
EMERGENCY MANAGEMENT DIR	24253	0.10	11,548.16	11,592.58	11,592.58	FECTEAU	ROBY	60101
TOTAL BUDGETED POSITIONS		**0.10**	**11,548.16**	**11,592.58**	**11,592.58**			

Notes:

Fiscal Year 2026
Budget Request

March 24, 2025

Department: Emergency Management

Account Title: Dept Manager Salary Exp

Department Number: 21144

Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$8,946	$9,532	$9,930	$10,792	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$11,593	$11,593		$800

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Emergency Management

Account Title: Clothing/Uniforms Expense

Department Number: 21144 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$100	$0	$250	$200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$250	$250		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

SHIRTS

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Emergency Management

Account Title: Food/Lodging Expense

Department Number: 21144 Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$185	$250	$0	$150	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		-$150

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

WEATHER EVENT MEALS

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Emergency Management

Account Title: Phone/Celular/Paging Exp

Department Number: 21144 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$267	$1,000	$0	$1,000	$1,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,000	$580		-$420

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Traditional copper telephone lines (2)

City of Biddeford, Maine

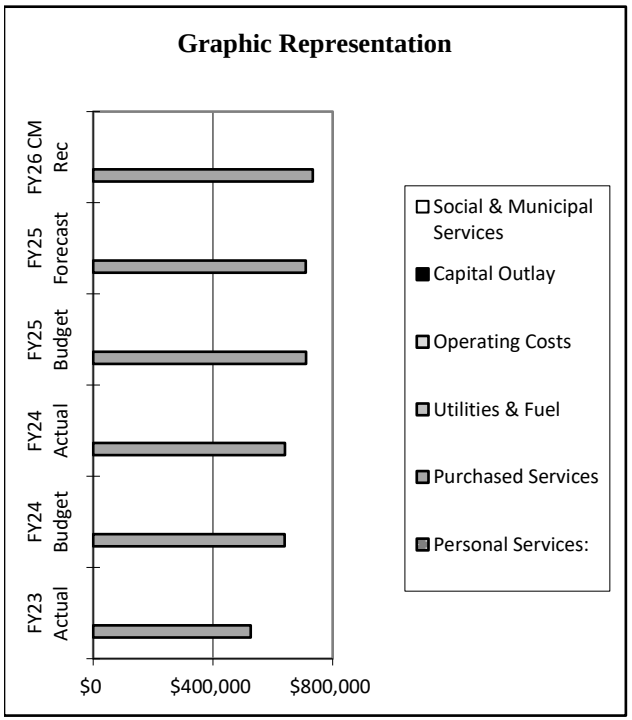
Fiscal Year 2026

Budget: Hydrant Rental

Account Number: 21145

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$526,587	$640,000	$640,777	$711,075	$709,861	$350,072	$733,686	$733,686
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$526,587**	**$640,000**	**$640,777**	**$711,075**	**$709,861**	**$350,072**	**$733,686**	**$733,686**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$711,075	$733,686	$22,611	3.2%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$711,075**	**$733,686**	**$22,611**	3.2%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 01/05/25	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 01/05/25	FY26 Dept Head	FY26 Mgr's Rec
60335	Hydrant Rental Expense	$526,587	$640,000	$640,777	$711,075	$709,861	$350,072	$733,686	$733,686
Totals		**$526,587**	**$640,000**	**$640,777**	**$711,075**	**$709,861**	**$350,072**	**$733,686**	**$733,686**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 01/05/25	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 01/05/25	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 01/05/25	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 01/05/25	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Hydrant Rental

Account Title: Hydrant Rental Expense

Department Number: 21145 Account Number: 60335

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$526,587	$640,000	$640,777	$711,075	$709,861

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$733,686	$733,686		$22,611

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This line covers the cost of hydrant rentals from Maine Water and Kennebunk Water District.

Kennebunk Water- 10% -12% increase January 1, 2026 (6 mos. incl. in budget)	$	61,566.20
Maine Water- Increase July 2025 of $1,631.36/mo total = $56,009.97/mo	$	672,119.64
MW Memo received 02-03-2025	$	733,685.84

City of Biddeford, Maine

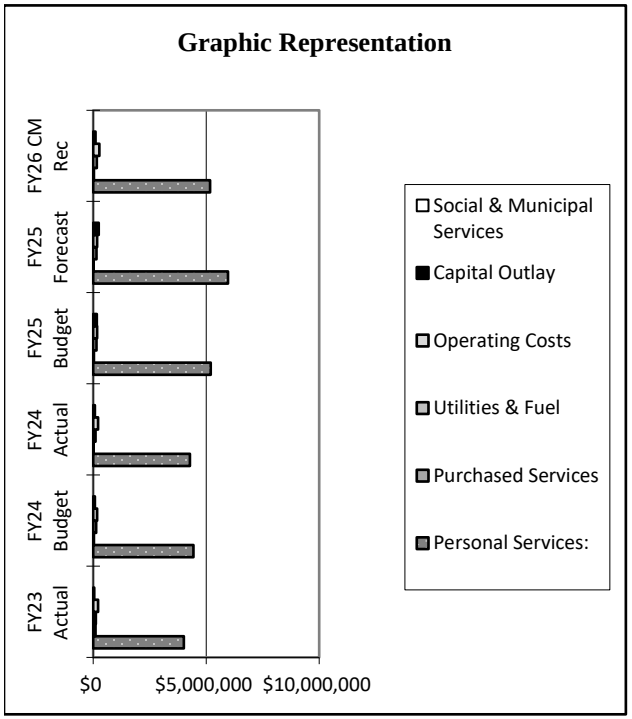
Fiscal Year 2026

Budget: Police Dept.

Account Number: 21146

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$4,008,966	$4,432,469	$4,286,789	$5,202,567	$5,968,525	$1,895,249	$5,176,014	$5,166,044
Purchased Services	$107,691	$25,000	$12,064	$25,000	$8,450	$7,790	$26,561	$26,486
Utilities & Fuel	$120,925	$132,050	$99,304	$150,850	$148,024	$8,878	$158,000	$140,558
Operating Costs	$214,675	$174,090	$209,192	$168,160	$179,097	$38,284	$278,128	$225,613
Capital Outlay	$39,610	$70,000	$70,000	$154,000	$250,378	$250,378	$100,000	$100,000
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$4,491,867**	**$4,833,609**	**$4,677,350**	**$5,700,577**	**$6,554,474**	**$2,200,579**	**$5,738,703**	**$5,658,701**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$387,472**
Workers Comp	**$144,038**
Health Insurance	**$1,222,750**
Retirement	**$619,430**
Unemployment	**$13,232**
Other Insurance	**$44,442**
Total Fringe Benefit Impact	**$2,431,365**
# of Full Time Employees	**53.30**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$5,202,567	$5,166,044	-$36,522	-0.7%
Purchased Services	$25,000	$26,486	$1,486	5.9%
Utilities & Fuel	$150,850	$140,558	-$10,292	-6.8%
Operating Costs	$168,160	$225,613	$57,453	34.2%
Capital Outlay	$154,000	$100,000	-$54,000	-35.1%
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$5,700,577**	**$5,658,701**	**-$41,875**	-0.7%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$88,548	$127,903	$155,320	$143,650	$139,906	$49,864	$143,654	$143,654
60102	Mid Mgmt Hrly Employee Wa	$65,137	$173,555	$12,072	$114,188	$119,995	$0	$120,457	$120,457
60105	F-T Employee Wage Exp	$3,165,711	$3,677,748	$3,284,908	$4,371,349	$4,988,427	$1,474,908	$4,326,353	$4,326,353
60107	Temp/Seasonal Emp Wage Ex	$86,260	$7,034	$117,289	$29,006	$24,960	$43,087	$32,408	$32,408
60111	Overtime Wage Expense	$380,745	$240,106	$547,779	$334,043	$432,828	$237,267	$329,105	$329,105
60112	Extra Holiday Pay Exp	$82,044	$113,611	$63,523	$82,616	$95,000	$29,070	$83,532	$83,532
60127	Health Club Dues	$840	$960	$500	$960	$960	$120	$960	$960
60230	Clothing/Uniforms Expense	$51,335	$50,000	$41,245	$74,800	$77,651	$20,077	$79,500	$74,800
60251	Conferences/Training Expense	$21,174	$21,371	($4,003)	$27,500	$29,010	$9,738	$35,000	$30,000
60252	Travel/Mileage Expense	$7,143	$5,500	$4,017	$7,500	$6,755	$710	$6,900	$6,900
60253	Food/Lodging Expense	$5,984	$4,000	$6,411	$5,175	$8,250	$6,285	$8,400	$8,250
60256	Dues/Memberships Expense	$2,263	$1,980	$2,496	$2,980	$1,980	$800	$2,100	$1,980
60257	Professional License Fees Exp	$15,651	$8,700	$4,795	$8,800	$5,595	$4,595	$7,645	$7,645
Totals		**$4,008,966**	**$4,432,469**	**$4,286,789**	**$5,202,567**	**$5,968,525**	**$1,895,249**	**$5,176,014**	**$5,166,044**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60306	Other Prof/Consult Srvs Exp	$106,976	$24,600	$12,000	$24,600	$8,200	$7,200	$16,400	$16,400
60310	Service Contracts Expense	$300	$0	$0	$0	$0	$554	$0	$0
60325	Postage/Shipping Expense	$416	$400	$64	$400	$250	$36	$275	$200
Totals		**$107,691**	**$25,000**	**$12,064**	**$25,000**	**$8,450**	**$7,790**	**$26,561**	**$26,486**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$48,886	$63,000	$46,924	$66,000	$62,400	$7,619	$68,300	$65,208
60401	Water Expense	$897	$1,000	$930	$1,000	$1,130	$380	$1,250	$1,000
60404	Sewer User Fee Expense	$862	$1,050	$376	$1,050	$744	$0	$800	$800
60405	Heating Fuel Expense	$10,772	$7,000	$7,957	$7,800	$7,750	$857	$8,100	$8,000
60411	Gasoline Expense	$59,508	$60,000	$43,117	$75,000	$76,000	$22	$79,550	$65,550
Totals		**$120,925**	**$132,050**	**$99,304**	**$150,850**	**$148,024**	**$8,878**	**$158,000**	**$140,558**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60450	Building Repair/Maint Exp	$34,312	$35,000	$14,705	$0	$7,450	$3,479	$40,000	$0
60452	Operating Equip Repair Exp	$14,025	$9,590	$13,265	$13,555	$12,857	$5,405	$15,736	$13,736
60453	Vehicle Repair/Tires/Oil Exp	$55,948	$60,000	$81,171	$65,000	$67,800	$2,105	$98,115	$90,000
60500	Admin/Office Supp/Eqt Non-C	$6,249	$4,500	$2,907	$5,000	$4,260	$767	$4,500	$3,500
60501	Operating Supp/Eqt Non-Cap	$92,814	$57,000	$83,165	$73,105	$74,500	$21,228	$106,577	$106,577
60502	Printing & Copying Expense	$3,768	$2,000	$6,299	$4,500	$5,020	$2,744	$5,800	$4,500
60509	Cleaning Supplies Expense	$7,558	$6,000	$7,681	$7,000	$7,210	$2,556	$7,400	$7,300
Totals		**$214,675**	**$174,090**	**$209,192**	**$168,160**	**$179,097**	**$38,284**	**$278,128**	**$225,613**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60601									
60603	Vehicles Purchase Capital	$39,610	$70,000	$70,000	$154,000	$250,378	$250,378	$100,000	$100,000
Totals		**$39,610**	**$70,000**	**$70,000**	**$154,000**	**$250,378**	**$250,378**	**$100,000**	**$100,000**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21146 Police Dept.

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
POLICE CHIEF	24440	1.00	$143,104	$143,654	$143,654	FISK	JOANNE	60101
DEPUTY POLICE CHIEF	30530	1.00	$119,995	$120,457	$120,457	GORTON	STEVEN	60102
EXECUTIVE ASSISTANT	12175	1.00	$73,590	$73,873	$73,873	CLOUTIER	STARR	60105
CUSTODIAN	52850	1.00	$56,742	$56,961	$56,961	OUELLETTE	PHILIP	60105
DATA ANALYST	5590	1.00	$74,880	$75,168	$75,168	BOCK	SUSAN	60105
SECRETARY/ACCOUNTING CLERK	10086	1.00	$65,936	$66,190	$66,190	MORTON	TRACEY	60105
OPIATE OUTREACH LIAISON	11560	1.00	$78,000	$78,300	$78,300	LASHIER	BRITTNEY	60105
LIEUTENANT	600	1.00	$112,216	$112,648	$112,648	ALLAIRE	NORMAND	60105
LIEUTENANT	54	1.00	$101,733	$102,124	$102,124	VACANT	0	60105
SERGEANT	58900	1.00	$95,451	$95,818	$95,818	QUARLES	JOHN	60105
SERGEANT	10657	1.00	$98,093	$98,470	$98,470	GUZELIAN	SHARA	60105
SERGEANT	49250	1.00	$106,309	$106,718	$106,718	MILLS	BRIAN	60105
SERGEANT	55	1.00	$93,018	$93,375	$93,375	VACANT	0	60105
SERGEANT	57	1.00	$93,018	$93,375	$93,375	VACANT	0	60105
CORPORAL	10218	1.00	$93,018	$93,375	$93,375	MCDONALD	DEREK	60105
CORPORAL	12275	1.00	$96,637	$97,008	$97,008	CIAMPI	ANTHONY	60105
CORPORAL	38710	1.00	$94,182	$94,545	$94,545	LABRECQUE	SCOTT	60105
CORPORAL	10136	1.00	$92,622	$92,979	$92,979	ROUSSEAU	MATTHEW	60105
SERGEANT	10116	1.00	$93,018	$93,375	$93,375	SHORTILL	ANDREW	60105
PATROL	1110	1.00	$92,997	$93,354	$93,354	ANGIS	LAWRENCE	60105
PATROL	11079	1.00	$79,726	$80,033	$80,033	BYRNE	ROBERT	60105
PATROL	10944	1.00	$81,307	$81,620	$81,620	COTTON	JONATHAN	60105
PATROL	11142	1.00	$79,726	$80,033	$80,033	DITOLA	MATTHEW	60105
PATROL	11404	1.00	$75,608	$75,899	$75,899	GIBSON	LUCAS	60105
PATROL	10725	1.00	$83,824	$84,146	$84,146	GILMAN	PETER	60105
PATROL	11105	1.00	$79,726	$80,033	$80,033	KLANGOS	CHRISTOPHER	60105
PATROL	10307	1.00	$85,842	$86,172	$86,172	LABRECQUE	SHAWN	60105
PATROL	40270	1.00	$90,542	$90,891	$90,891	LAPIERRE	THOMAS	60105
PATROL	11233	1.00	$79,726	$80,033	$80,033	LUCAS-BISHOP	TRENTON	60105
PATROL	11087	1.00	$83,824	$84,146	$84,146	LUND	ERIC	60105
PATROL	10916	1.00	$81,307	$81,620	$81,620	MOORE	DEREK LEE	60105
PATROL	10458	1.00	$88,982	$89,325	$89,325	OUELLETTE	CHRISTOPHER	60105
PATROL	10664	1.00	$83,824	$84,146	$84,146	PARKER	VICTOR	60105
PATROL	54800	1.00	$92,997	$93,354	$93,354	PELLETIER	JASON	60105
PATROL	10886	1.00	$81,307	$81,620	$81,620	PRIOR	SAMANTHA	60105
PATROL	11287	1.00	$85,842	$86,172	$86,172	QUADLAND	ZACHARY	60105

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21146 Police Dept.

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
PATROL	10902	1.00	$46,575	$46,754	$86,172	REUSS	KAYLA	60105
PATROL	59900	1.00	$92,997	$93,354	$93,354	RICHARD-COLEMAN	ELIZABETH	60105
PATROL	10332	1.00	$92,997	$93,354	$93,354	SIMMONS	ROBERT	60105
PATROL	11377	1.00	$75,608	$75,899	$75,899	SOLOMON	JASON	60105
PATROL	11438	1.00	$85,842	$86,172	$86,172	DEMO	LAWRIN	60105
PATROL	11452	1.00	$73,549	$73,832	$73,832	PULEO	HUNTER	60105
PATROL	11363	1.00	$73,549	$73,832	$73,832	O'BRIEN	TIMOTHY	60105
PATROL	11467	1.00	$75,608	$75,899	$75,899	WILENKEN	ALLYN	60105
PATROL	10948	1.00	$92,997	$93,354	$93,354	COREY	SCOTT	60105
PATROL	11537	1.00	$79,726	$80,033	$80,033	LARIVIERE	NICHOLAS	60105
PATROL	11536	1.00	$73,549	$73,832	$73,832	HARRINGTON	PATRICK	60105
PATROL	11544	1.00	$73,549	$73,832	$73,832	NADEAU	CONNER	60105
PATROL	73	0.60	$42,220	$42,382	$42,382	VACANT	0	60105
PATROL	67	1.00	$70,366	$70,637	$70,637	VACANT	0	60105
PATROL	68	1.00	$70,366	$70,637	$70,637	VACANT	0	60105
PATROL	69	1.00	$70,366	$70,637	$70,637	VACANT	0	60105
PARKING ENFORCEMENT	68050	1.00	$51,875	$52,075	$52,075	VIRE	RONALD	60105
PROCESS SERVER	10006	0.10	$7,324	$7,352	$7,352	FLINT	ROBERT	60107
CUSTOMER SERVICE OFFICER	34	0.60	$24,960	$25,056	$25,056	P-T SEASONAL	0	60107
TOTAL BUDGETED POSITIONS		**53.30**	**$ 4,482,693.28**	**$ 4,499,934.41**	**$ 4,539,351.67**			

Notes:

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21146 Police Dept.

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Dept Manager Salary Exp

Department Number: 21146 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$88,548	$127,903	$155,320	$143,650	$139,906

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$143,654	$143,654		$4

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21146 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$65,137	$173,555	$12,072	$114,188	$119,995

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$120,457	$120,457		$6,269

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Deputy Chief moved here from 21148-60102

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: F-T Employee Wage Exp

Department Number: 21146 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,165,711	$3,677,748	$3,284,908	$4,371,349	$4,988,427

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,326,353	$4,326,353		($44,996)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Patrol hourly rate increased by $4.50 per hour check date February 21, 2024 July 1 annual raise was 4%.
July 1, 2024 annual rasie s
NOTE: have filled some

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: P-T Employee Wage Exp

Department Number: 21146 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$36,129	$0	$50,437	$0	$37,208

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Officer Angela Banta works 19-20 hours per week as our Sex Offender Compliance Officer.
She is a fully certified officer through Maine Criminal Justice Academy with 35 years prior experience specifically in this field.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Temp/Seasonal Emp Wage Exp

Department Number: 21146 Account Number: 60107

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$86,260	$7,034	$117,289	$29,006	$24,960

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$32,408	$32,408		$3,402

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Customer Service officers 1 @ $20.00 per hour 24 hours per week.

Current CSO anticipated attending MCJA in August of 2025.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Overtime Wage Expense

Department Number: 21146 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$380,745	$240,106	$547,779	$334,043	$432,828

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$329,105	$329,105		($4,937)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Overtime figures are based on number of vacant positions which must be filled to cover minimum staffing requirements. Overtime is also requirement based on vacations, floating holidays, trainings and/or sick time.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Extra Holiday Pay Exp

Department Number: 21146 Account Number: 60112

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$82,044	$113,611	$63,523	$82,616	$95,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$83,532	$83,532		$916

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Following CBA Patrol and Communications receive 8 hours of straight time pay for each holiday (10) outlined in the CBA.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Health Club Dues

Department Number: 21146 Account Number: 60127

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$840	$960	$500	$960	$960

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$960	$960		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Per union contract, which is $240 per year, per participant with typical 3 participants.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Clothing/Uniforms Expense

Department Number: 21146 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$51,335	$50,000	$41,245	$74,800	$77,651

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$79,500	$74,800		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

All bullet proof vests that expire during this budget year get reimbursed at $400 per vest by DOJ.

Bullet Proof Vest Replacement	14	$	1,800.00	$	25,200.00
New Officer Outfitting (contingency)	6	$	6,000.00	$	36,000.00
Wear & Tear Replacements covered by CBA	2	$	6,800.00	$	13,600.00
				$	74,800.00

Number has increased due to the amount of LEO vacancies (14) and increased product costs.

Outfitting CID due to supplemental manpower needs.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Conferences/Training Expense

Department Number: 21146 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$21,174	$21,371	-$4,003	$27,500	$29,010

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$35,000	$30,000		$2,500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Annual recertification requirements for Drug Recognition Expert, Crash Reconstruction, and other specialty classes (K-9 training). Due to vacant patrol positions we anticipate sending 5 new hires to MCJA. FBI LEEDA mid-managment courses, Daigle Use of Force Summit.

	No Attendees	Cost	Subtotal
Daigle Use of Force	4	$795.00	$ 3,180.00
MCJA Basic School	5	$3,000.00	$ 15,000.00
FBI LEEDA Courses	6	$695.00	$ 4,170.00
Annual DRE Recert	2	$1,500.00	$ 3,000.00
CALEA Conf Reg	2	$675.00	$ 1,350.00
CALEA Per Diem	2	$220.00	$ 440.00
Crash Reconst.	2	$1,000.00	$ 2,000.00
Specialty Classes	1	$1,000.00	$ 1,000.00
		Total	$ 30,140.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Travel/Mileage Expense

Department Number: 21146 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7,143	$5,500	$4,017	$7,500	$6,755

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,900	$6,900		($600)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Typical mileage reimbursements are directly related to those training out of the city limits when police vehicles are not available. This includes mileage for MCJA candidates. Current mileage reimbursement is .70 per mile.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Food/Lodging Expense

Department Number: 21146 Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,984	$4,000	$6,411	$5,175	$8,250

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,400	$8,250		$3,075

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Per diem or repayments for off site trainings and for inservice trainings held at the PD.

Detail

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Dues/Memberships Expense

Department Number: 21146 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,263	$1,980	$2,496	$2,980	$1,980

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,100	$1,980		($1,000)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

ME Chiefs of Police Assoc (MECOPA)	$	300.00
Int'l Accoc of Chiefs of Police (IACP) X2	$	380.00
New England Chiefs of Police Assoc (NECOPA)	$	80.00
FBI-LEEDA	$	50.00
NESPIN	$	200.00
Nat'l Internal Affairs Investigators Assoc (NIAIA)	$	100.00
	$	-
Southern Maine District Training	$	750.00
Nat'l Assoc. School Resource Officers	$	40.00
Int'l Assoc. for Identification	$	80.00
	$	1,980.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Professional License Fees Exp

Department Number: 21146 Account Number: 60257

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$15,651	$8,700	$4,795	$8,800	$5,595

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$7,645	$7,645		($1,155)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

PowerDMS Annual Fee (Moved to 21111-60315)			
CALEA continuation fee		$	4,995.00
NNEPAC conference (3 @ $550.00 $1650.00		$	1,650.00
Plus additional CALEA related requirements.	1000	$	1,000.00
		$	7,645.00

Year	Budget	Actual
FY2013	$ -	$ -
FY2014	$ -	$ -
FY2015	$ -	$ -
FY2016	$ -	$ 12,381.66
FY2017	$ -	$ 10,217.64
FY2018	$ 19,346.00	$ 14,354.80
FY2019	$ 11,000.00	$ 19,380.79
FY2020	$ 20,500.00	$ 13,022.60
FY2021	$ 20,500.00	$ 5,147.59
FY2022	$ 20,500.00	
Average		$ 12,417.51

CALEA 4-yr only

8200

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Other Prof/Consult Srvs Exp

Department Number: 21146 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$106,976	$24,600	$12,000	$24,600	$8,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$16,400	$16,400		$8,200

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Not all funds were expended due to manpower shortages

Resiliency assessments for employees per Labor Agreement

Employees		Cost/Employee		Subtotal
82	$	200.00	$	16,400.00
Total			**$**	**16,400.00**

Resiliency assessment; some coverage by health insurance

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Service Contracts Expense

Department Number: 21146 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$300	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Postage/Shipping Expense

Department Number: 21146 Account Number: 60325

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$416	$400	$64	$400	$250

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$275	$200		($200)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Frequent shipping of items

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Equipment Rent/Lease Exp

Department Number: 21146 Account Number: 60330

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$9,886	$9,886		$9,886

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Parking enforcement equipment

T2 Systems handheld all in one Enforcement hand held devices (2)	$	8,386.00
Paper ticket books	$	500.00
Held held device rolled paper for tickets	$	1,000.00
Total	$	9,886.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Electricity Expense

Department Number: 21146 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$48,886	$63,000	$46,924	$66,000	$62,400

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$68,300	$65,208		($792)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Electricity (Verizon pays a portion of electricity for cell tower use)

Central Maine Power	$	936	1.5% increase
Constelation New Energy	$	1,872	3.0% increase
	$	2,808	
	$	62,400	FY24 Forecast
	$	65,208	

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Water Expense

Department Number: 21146 Account Number: 60401

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$897	$1,000	$930	$1,000	$1,130

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,250	$1,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Cost/Mo	Months/Yr		Subtotal
Cost is $80 per month on average.	$80.00	12	$	960.00
			$	960.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Sewer User Fee Expense

Department Number: 21146 Account Number: 60404

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$862	$1,050	$376	$1,050	$744

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$800	$800		($250)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Year	Budget	Actual
2015	$300.00	$584.25
2016	$600.00	$602.70
2017	$600.00	$645.75
2018	$640.00	$791.16
2019	$640.00	$784.46
2020	$750.00	$831.60
2021	$750.00	$1,049.52
2022	$750.00	$780.84

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Heating Fuel Expense

Department Number: 21146 Account Number: 60405

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$10,772	$7,000	$7,957	$7,800	$7,750

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,100	$8,000		$200

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Year	Budget	Actual
2015	$8,000.00	$9,067.58
2016	$8,000.00	$6,444.94
2017	$8,000.00	$7,216.08
2018	$8,000.00	$7,174.34
2019	$7,000.00	$8,627.28
2020	$7,000.00	$6,888.88
2021	$7,000.00	$6,676.97
2022	$7,000.00	$10,698.00
8-Yr Average		$7,849.26

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Gasoline Expense

Department Number: 21146 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$59,508	$60,000	$43,117	$75,000	$76,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$79,550	$65,550		($9,450)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Information provided by Jerry Court

Increase number of gallons due to K-9 vehicle.

Year	Budget	Actual
2015	$85,000.00	$83,807.36
2016	$85,000.00	$84,945.44
2017	$48,000.00	$52,232.24
2018	$53,350.00	$52,560.81
2019	$54,325.00	$57,154.92
2020	$55,325.00	$50,464.41
2021	$54,325.00	$48,573.45
2022	$43,460.00	$44,014.27
8-Yr Average		$59,219.11

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Building Repair/Maint Exp

Department Number: 21146 Account Number: 60450

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$34,312	$35,000	$14,705	$0	$7,450

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$40,000	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Bacon St. side of building is deteriorating is rear of building, bricks are falling out.
Rain seeps through brickwork creating extensive interior water damage to both first and second floors of building.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Operating Equip Repair Exp

Department Number: 21146 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$14,025	$9,590	$13,265	$13,555	$12,857

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,736	$13,736		$181

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Pratt Abbot Cleaners, TMDE calibrations, fire extinguishers, PD bikes, Watchguard, AED etc.

TMDE Calibration		$	2,500.00
Pratt Abbot Cleaners		$	750.00
Watchguard		$	1,500.00
Linwood Davis (Fire Ext)		$	560.00
Axon Enterprises (taser cartridge, battery/repair)		$	3,676.00
AAA Police Supply		$	250.00
Minuteman Security	city wide camera system	$	1,500.00
Misc		$	5,000.00
		$	15,736.00

Year	Budget	Actual	Differential
2015	$8,000.00	$16,408.32	-$8,408.32
2016	$8,000.00	$13,479.41	-$5,479.41
2017	$10,000.00	$13,738.13	-$3,738.13
2018	$10,000.00	$10,936.92	-$936.92
2019	$10,000.00	$10,606.20	-$606.20
2020	$10,000.00	$12,007.56	-$2,007.56
2021	$10,000.00	$4,878.55	$5,121.45
2022	$10,000.00	$12,028.39	-2028.39

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 21146 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$55,948	$60,000	$81,171	$65,000	$67,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$98,115	$90,000		$25,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Jerry Court estimates and recommendations. This involves cruiser transfers and regular vehicle repairs.

Detail
Prev. Maint., Tires, Aligm. Brakes Misc repairs

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21146 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6,249	$4,500	$2,907	$5,000	$4,260

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,500	$3,500		($1,500)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Standard office supplies, year to date some training materials.

Year	Budget	Actual
2015	$5,000.00	$6,866.67
2016	$5,000.00	$4,129.34
2017	$5,000.00	$5,375.90
2018	$4,750.00	$5,365.12
2019	$4,900.00	$5,623.38
2020	$4,900.00	$5,046.18
2021	$4,900.00	$4,640.81
2022	$4,900.00	$3,353.87
7-Yr Average		$5,050.16

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21146 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$92,814	$57,000	$83,165	$73,105	$74,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$106,577	$106,577		$33,472

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Minuteman Alfred/Bacon PTZ Replacement w 4 lens	$	10,212.00
Island Tech Services replacement spike mats (2)	$	1,224.00
Ammunition for required qualifications	$	13,416.00
Replacement pistol training magazines for range use	$	1,363.00
Taser Cartridges and advanced training supplies	$	4,330.00
Miniaturized Red Dot Sight (MRDS) for Glock 45 Holosun 509T	$	20,561.00
Polygraph exams new employee's @ $450.00 @ 8	$	3,600.00
K-9 Logan Health ins., food, Veterinarian care, Misc. items	$	12,000.00
Crash Zone Software Updates	$	980.00
Crash Zone Licenses (Add'l)	$	4,525.00
Identification Card Access	$	5,000.00
Ergonomic Replacements (chairs,desks, etc.)	$	10,000.00
MRSA law books m/v and criminal laws	$	9,500.00
Replacement steel target	$	1,646.00
Replacement Oleoresin Capsicum spray		$459.00
Three StalkerAntena Radar Systems	$	7,761.00
		$106,577.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Printing & Copying Expense

Department Number: 21146 Account Number: 60502

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,768	$2,000	$6,299	$4,500	$5,020

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,800	$4,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Cost of no parking signs city wide

Year	Budget	Actual
2015	$6,000.00	$7,693.70
2016	$6,000.00	$10,069.85
2017	$8,750.00	$6,267.87
2018	$8,750.00	$10,828.24
2019	$9,000.00	$6,745.32
2020	$7,000.00	$5,428.32
2021	$4,000.00	$8,685.23
2022	$4,000.00	$3,489.00

Minimum	$3,489.00
Average	$7,400.94
Max	$10,828.24

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Cleaning Supplies Expense

Department Number: 21146 Account Number: 60509

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7,558	$6,000	$7,681	$7,000	$7,210

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$7,400	$7,300		$300

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Year	Budget	Actual
2015	$4,000.00	$5,779.90
2016	$4,000.00	$5,433.99
2017	$4,750.00	$5,154.64
2018	$5,000.00	$6,095.54
2019	$5,000.00	$5,695.82
2020	$5,000.00	$5,369.23
2021	$5,000.00	$7,044.08
2022	$5,000.00	

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Dept.

Account Title: Vehicles Purchase Capital

Department Number: 21146 Account Number: 60603

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$39,610	$70,000	$70,000	$154,000	$250,378

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100,000	$100,000		($54,000)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Purchase of two (2) Dodge Durango cruisers as normal course of replacement strategy.
Current year does not show insurance reimbursements.

FY	Actual
2014	$48,534.00
2015	$50,338.00
2016	$33,697.00
2017	$30,804.00
2018	$50,260.00
2019	$48,460.00
2020	$85,924.00
2021	$54,522.00
2022	$47,394.00
2023	$39,610.00
10-Yr Ave	$48,954.30

City of Biddeford, Maine

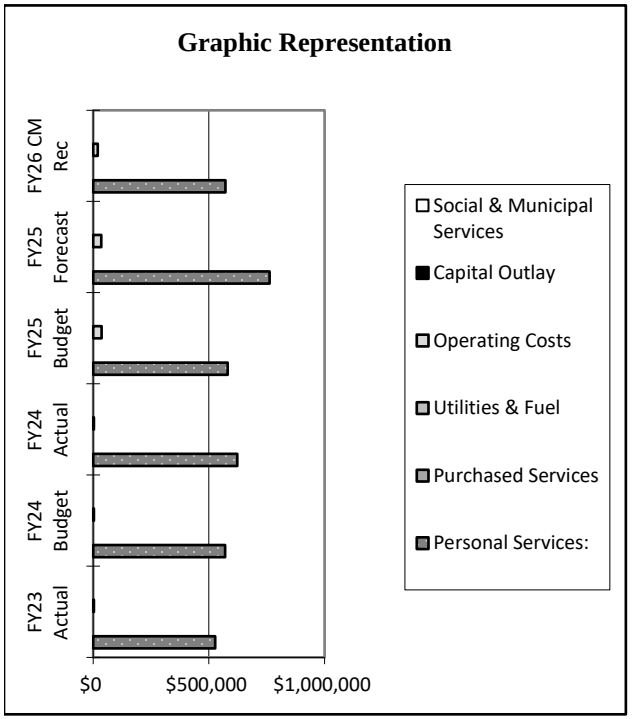
Fiscal Year 2026

Budget: Police Investigative Services

Account Number: 21147

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$527,820	$570,613	$623,112	$581,464	$762,717	$202,705	$570,823	$564,223
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$3,451	$3,000	$3,307	$36,500	$34,638	$28,664	$19,500	$16,969
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$531,272**	**$573,613**	**$626,419**	**$617,964**	**$797,355**	**$231,369**	**$590,323**	**$581,192**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$42,031**
Workers Comp	**$16,285**
Health Insurance	**$120,282**
Retirement	**$70,326**
Unemployment	**$423**
Other Insurance	**$4,680**
Total Fringe Benefit Impact	**$254,027**
# of Full Time Employees	**5.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$581,464	$564,223	-$17,241	-3.0%
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$36,500	$16,969	-$19,531	-53.5%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$617,964**	**$581,192**	**-$36,772**	-6.0%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60105	F-T Employee Wage Exp	$472,384	$495,916	$495,520	$486,864	$681,239	$166,148	$493,720	$493,720
60107	Temp/Seasonal Emp Wage Ex	$0	$30,224	$49,926	$30,067	$18,887	$13,161	$0	$0
60111	Overtime Wage Expense	$43,243	$25,624	$69,353	$43,227	$44,500	$21,041	$55,700	$50,000
60112	Extra Holiday Pay Exp	$4,536	$10,845	$4,661	$10,706	$10,000	$1,758	$11,503	$11,503
60230	Clothing/Uniforms Expense	$5,099	$4,750	$0	$4,200	$4,200	$0	$4,200	$4,200
60251	Conferences/Training Expense	$2,208	$3,000	$3,183	$6,000	$3,400	$195	$5,200	$4,400
60256	Dues/Memberships Expense	$350	$255	$470	$400	$491	$402	$500	$400
Totals		**$527,820**	**$570,613**	**$623,112**	**$581,464**	**$762,717**	**$202,705**	**$570,823**	**$564,223**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60500	Admin/Office Supp/Eqt Non-C	$934	$500	$83	$500	$563	$495	$500	$500
60501	Operating Supp/Eqt Non-Cap	$2,518	$2,500	$3,224	$36,000	$34,075	$28,169	$19,000	$16,469
Totals		**$3,451**	**$3,000**	**$3,307**	**$36,500**	**$34,638**	**$28,664**	**$19,500**	**$16,969**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21147 Police Investigative Services

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
CORPORAL	1633	1.00	100,276.80	100,662.48	100,662.48	BALDWIN	MATTHEW	60105
SERGEANT	30981	1.00	114,296.00	114,735.60	114,735.60	GREENWOOD	PHILIP	60105
DETECTIVE	10763	1.00	87,464.00	87,800.40	87,800.40	LAVERTUE	JUSTIN	60105
DETECTIVE	10535	1.00	89,481.60	89,825.76	89,825.76	PLAMONDON	JAIMES	60105
DETECTIVE	10850	1.00	84,947.20	85,273.92	85,273.92	HUBBARD	ADAM	60105
ADJUSTMENTS	17	-	-	-	-	0	0	60105
TOTAL BUDGETED POSITIONS		**5.00**	**476,465.60**	**478,298.16**	**478,298.16**			

Notes:

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Investigative Services

Account Title: F-T Employee Wage Exp

Department Number: 21147 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$472,384	$495,916	$495,520	$486,864	$681,239

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$493,720	$493,720		$9,346

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Detective Division is slotted for six detectives, one full time evidence technician (corporal) and one sergeant.
EOY FY 25 and Department Request is are based on current manpower 6 detectives one sergeant, one evidence technician.

Removed salary line of Polygraph examiner.

Budget Committee $ 2,489.52

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Investigative Services

Account Title: Temp/Seasonal Emp Wage Exp

Department Number: 21147 Account Number: 60107

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$30,224	$49,926	$30,067	$18,887

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		-$30,067

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Polygraph - Outsourcing this line.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Investigative Services

Account Title: Overtime Wage Expense

Department Number: 21147 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$43,243	$25,624	$69,353	$43,227	$44,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$55,700	$50,000		$6,773

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Increased calls for service requiring a detective response some calls required entire division plus evidence technician respond with round the clock work at overtime rates.

Currently on target at 50% expended for first half of the year.

FY 2026 Department request figured at full compliment.

Budget Committee $ 197.55

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Investigative Services

Account Title: Extra Holiday Pay Exp

Department Number: 21147 Account Number: 60112

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,536	$10,845	$4,661	$10,706	$10,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$11,503	$11,503		$844

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Dependant on call outs on holidays.

Budget Committee $ 47.60

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Investigative Services

Account Title: Health Club Dues

Department Number: 21147 Account Number: 60127

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Investigative Services

Account Title: Clothing/Uniforms Expense

Department Number: 21147 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,099	$4,750	$0	$4,200	$4,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,200	$4,200		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contract item per person who wears civilian clothing ans wear itesm for evidence technician.

	Units		Cost/Unit		Subtotal
Civilian "Uniform" Clothing Allowance	7	$	600.00	$	4,200.00
				$	4,200.00

** Per finance this now automatically goes through payroll for deductions

This is CBA item

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Investigative Services

Account Title: Conferences/Training Expense

Department Number: 21147 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,208	$3,000	$3,183	$6,000	$3,400

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,200	$4,400		-$1,600

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Increase due to more specialized training in investigating drug related and electronic related crimes. Increase is al due to investigator who specializes in drug investigations when staffing increasing allows.

Training for new detectives.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Investigative Services

Account Title: Dues/Memberships Expense

Department Number: 21147 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$350	$255	$470	$400	$491

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$400		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

In'l Association for Property & Evidence	$	200.00
ET Menbership		150
ET Membership, Backup		50
	$	400.00

Increased membership fee's

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Investigative Services

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21147 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$934	$500	$83	$500	$563

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Police Investigative Services

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21147 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,518	$2,500	$3,224	$36,000	$34,075

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$19,000	$16,469	$16,469	-$19,531

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Evidence:

1. Evidence **processing** supplies $2,000.00 — $ 2,000.00
   - Brushes
   - Powders
   - Lifters
   - Accutran / Microsil (tool marks)
   - Static lifts
   - Gel Lifters
   - Chemicals
   - Presumptive Tests
   - Scales and assorted forensic related tools
2. Evidence **Packaging** supplies $500 — $ 500.00
   - Tape
   - Heat seal plastic
   - Boxes
   - Bags

Vortex Razar HD 12x50 Roof Prism Binocular 2 pair	$	3,200.00
2 Nikon Z6 II w/24-70mm for crime scene photography	$	4,145.00
TruNarc drug testing kits	$	1,500.00
Carahsoft Technology Dragon Law Enforcement dictation device and recordi	$	5,124.00
	$	16,469.00

City of Biddeford, Maine

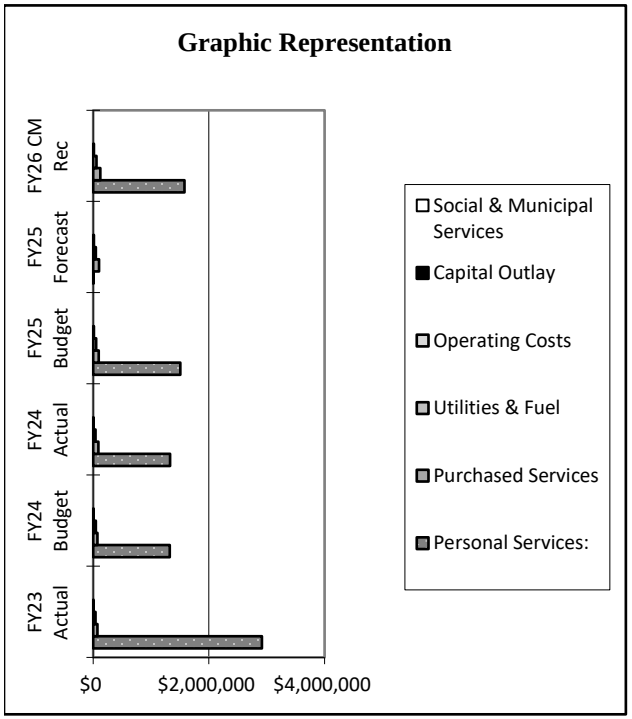
Fiscal Year 2026

Budget: Communications

Account Number: 21148

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$2,914,759	$1,324,132	$1,326,211	$1,505,682	$5,250	$538,102	$1,578,479	$1,573,479
Purchased Services	$75,445	$74,059	$89,613	$95,825	$98,325	$69,542	$124,908	$123,708
Utilities & Fuel	$39,953	$47,000	$41,473	$51,567	$43,025	$12,915	$55,522	$48,000
Operating Costs	$4,902	$8,000	$3,134	$10,300	$11,132	$0	$10,800	$8,000
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$3,035,059**	**$1,453,191**	**$1,460,432**	**$1,663,373**	**$157,732**	**$620,560**	**$1,769,709**	**$1,753,187**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$123,272**
Workers Comp	**$6,033**
Health Insurance	**$265,969**
Retirement	**$150,338**
Unemployment	**$973**
Other Insurance	**$14,040**
Total Fringe Benefit Impact	**$560,625**
# of Full Time Employees	**18.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$1,505,682	$1,573,479	$67,797	4.5%
Purchased Services	$95,825	$123,708	$27,883	29.1%
Utilities & Fuel	$51,567	$48,000	-$3,567	-6.9%
Operating Costs	$10,300	$8,000	-$2,300	-22.3%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$1,663,373**	**$1,753,187**	**$89,813**	5.4%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60102	Mid Mgmt Hrly Employee Wa	$197,468	$100,923	$99,166	$101,945	$0	$37,544	$101,936	$101,936
60105	F-T Employee Wage Exp	$1,001,295	$1,094,691	$892,770	$1,201,110	$0	$418,882	$1,248,478	$1,248,478
60111	Overtime Wage Expense	$251,625	$84,605	$260,747	$122,023	$0	$69,446	$137,692	$132,692
60112	Extra Holiday Pay Exp	$1,455,779	$39,713	$22,401	$42,330	$0	$11,365	$51,740	$51,740
60251	Conferences/Training Expense	$653	$2,000	$1,280	$2,800	$2,750	$359	$3,160	$3,160
60252	Travel/Mileage Expense	$2,549	$2,200	$3,309	$3,000	$2,500	$249	$3,000	$3,000
60256	Dues/Memberships Expense	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$2,914,759**	**$1,324,132**	**$1,326,211**	**$1,505,682**	**$5,250**	**$538,102**	**$1,578,479**	**$1,573,479**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60310	Service Contracts Expense	$74,177	$72,059	$85,578	$92,075	$92,075	$66,926	$117,908	$117,908
60317	Translation Expense	$668	$2,000	$3,524	$3,750	$6,250	$2,616	$7,000	$5,800
60330	Equipment Rent/Lease Exp	$600	$0	$511	$0	$0	$0	$0	$0
Totals		**$75,445**	**$74,059**	**$89,613**	**$95,825**	**$98,325**	**$69,542**	**$124,908**	**$123,708**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$4,054	$6,000	$11,687	$7,725	$7,800	$445	$8,400	$8,000
60402	Phone/Celular/Paging Exp	$35,899	$41,000	$29,786	$43,842	$35,225	$12,470	$47,122	$40,000
Totals		**$39,953**	**$47,000**	**$41,473**	**$51,567**	**$43,025**	**$12,915**	**$55,522**	**$48,000**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60452	Operating Equip Repair Exp	$557	$3,000	$1,966	$4,000	$4,000	$0	$4,000	$3,000
60500	Admin/Office Supp/Eqt Non-C	$174	$1,000	$121	$2,300	$2,125	$0	$2,200	$1,000
60501	Operating Supp/Eqt Non-Cap	$4,172	$4,000	$1,047	$4,000	$5,007	$0	$4,600	$4,000
Totals		**$4,902**	**$8,000**	**$3,134**	**$10,300**	**$11,132**	**$0**	**$10,800**	**$8,000**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21148 Communications

Classification	EMP #	FTE	Annual Total	Requested	City Mgr Recommended	Last Name	First Name	Object
IT SPECIALIST	30300	1.00	101,545.60	101,936.16	101,936.16	GOOCH	WILLIAM	60102
SECRETARY/RECEPTIONIST	10927	1.00	56,888.00	57,106.80	57,106.80	MOORE	RAELYNN	60105
COURT OFFICER	10467	1.00	71,406.40	71,681.04	71,681.04	LEGERE	RONALD	60105
DISPATCHER	68180	1.00	84,260.80	84,584.88	84,584.88	WALKER	BETHANY	60105
DISPATCHER	37700	1.00	82,097.60	82,413.36	82,413.36	THERIAULT	FRANCE	60105
DISPATCHER	11314	1.00	70,657.60	70,929.36	70,929.36	SYVERSON	JADE	60105
DISPATCHER	10331	1.00	70,657.60	70,929.36	70,929.36	RUSSELL	GARTH	60105
DISPATCHER	11366	1.00	69,056.00	69,321.60	69,321.60	ROBINSON	SOPHIA	60105
DISPATCHER	10484	1.00	78,020.80	78,320.88	78,320.88	PENDLETON	SHAWN	60105
DISPATCHER	11367	1.00	69,056.00	69,321.60	69,321.60	PATNAUDE	ERIC	60105
DISPATCHER	11099	1.00	74,235.20	74,520.72	74,520.72	NOVAK	SAMANTHA	60105
DISPATCHER	10217	1.00	80,080.00	80,388.00	80,388.00	MILLS	SARAH	60105
DISPATCHER MGR FOR COMM CTR	10700	1.00	84,240.00	84,564.00	84,564.00	MARTIN	DYLAN	60105
DISPATCHER	11031	1.00	72,446.40	72,725.04	72,725.04	DUFOUR	IAN	60105
DISPATCHER	10868	1.00	74,235.20	74,520.72	74,520.72	BOYDEN	JACOB	60105
DISPATCHER	11437	1.00	69,056.00	69,321.60	69,321.60	SCHWAMB	CAROLINE	60105
DISPATCHER	11443	1.00	68,244.80	68,507.28	68,507.28	LUCYK	PATRICK	60105
DISPATCHER	11554	1.00	69,056.00	69,321.60	69,321.60	THOLL	EMILY	60105
DISPATCHER-RESERVE	120	-	32,348.58	32,473.00	32,473.00	0	0	60106
ADJUSTMENTS	19	-	-	-	-	0	0	60105
TOTAL BUDGETED POSITIONS		**18.00**	**$ 1,377,588.58**	**$ 1,382,887.00**	**$ 1,382,887.00**			

Notes:

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21148 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$197,468	$100,923	$99,166	$101,945	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$101,936	$101,936		-$9

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Deputy Chief moved to 21146-60102

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: F-T Employee Wage Exp

Department Number: 21148 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,001,295	$1,094,691	$892,770	$1,201,110	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,248,478	$1,248,478		$47,368

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Budget Committee $ 29,594.64

0

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: P-T Employee Wage Exp

Department Number: 21148 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,391	$0	$46,537	$32,473	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$32,473	$32,473		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Part time dispatchers to fill existing vacancies.

0

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Overtime Wage Expense

Department Number: 21148 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$251,625	$84,605	$260,747	$122,023	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$137,692	$132,692		$10,669

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Increase is due to escalation of overtime as a result of increased vacation time per the Union Contract.

Budget Committee $ 3,115.65

0

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Extra Holiday Pay Exp

Department Number: 21148 Account Number: 60112

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$30,541	$39,713	$22,401	$42,330	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$51,740	$51,740		$9,410

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

DH request is back on full staffing in dispatch

Budget Committee $ 1,082.40

0

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Conferences/Training Expense

Department Number: 21148 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$653	$2,000	$1,280	$2,800	$2,750

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,160	$3,160		$360

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

EMD/EFD annual CEH increase. IAED National Conference (support attendance by one person) Recertifications Increase due to 3 uncertified new hires.

0

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Travel/Mileage Expense

Department Number: 21148 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,549	$2,200	$3,309	$3,000	$2,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,000	$3,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Cost increase due to mileage for training at MCJA and training attendance by new dispatcher(s).
Zoom trainings will be ending on site training will be resuming for new and recertifications.

0

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Service Contracts Expense

Department Number: 21148 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$74,177	$72,059	$85,578	$92,075	$92,075

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$117,908	$117,908		$25,833

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Time-Clock Plus	$	3,624.48
Tritech IMC - Support	$	33,107.00
CPI - OpenFox Messenger	$	1,260.00
Exacom - 5 yr at $5699	$	11,014.00
Smith and Wesson - IdentiKit	$	695.00
Lexis Nexis AccuRint 12mo.	$	2,820.00
Maine State Security	$	300.00
Higgins- Datacard	$	735.00
DigiCert maintenance	$	719.00
Digicert extra name	$	100.00
Hunter Camera Booking	$	399.00
First Light Fiber Maintenance contract	$	3,847.00
Minuteman Securities - C-Cure 9000 Series & panic alarm monitoring	$	1,000.00
Notepager Priority Support	$	345.00
City of Portland- P2P program	$	300.00
Faro Accident Reconstruction softare	$	940.00
DIRIGO Certification Training	$	3,060.00
Pitney Bowes	$	4,613.00
PACE Scheduling Software Maintenance	$	3,465.00
ADOBE Updates	$	3,600.00
Maine Technical Source (Leica HDS Cyclone)	$	2,700.00
Generator Testing	$	600.00
Offender Watch sex offender monitoring	$	500.00
Guardian Systems Annual Software Maintenance	$	4,272.10
Software licenses/Adobe Acrobat-Premium, PSP, AR Pro	$	2,597.00
Power DMS or police	$	4,855.00
Audio/Video WatchGuard rooms	$	4,000.00
Exaq	$	1,470.00
	$	96,937.58
Cellebrite Cellphone unlocking device yearly maintenance[1]	$	14,340.00
Video Mananger EL (Body Cameras)[1]	$	6,630.00
	$	20,970.00
	$	117,907.58

[1]New

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Translation Expense

Department Number: 21148 Account Number: 60317

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$668	$2,000	$3,524	$3,750	$6,250

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$7,000	$5,800		$3,250

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

There is sharp increase in the use of Language Line

$ -

CM- average monthly cost

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Electricity Expense

Department Number: 21148 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,054	$6,000	$11,687	$7,725	$7,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,400	$8,000		$675

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Radio Tower electricity.

Central Maine Power
Constelation New Energy

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Phone/Celular/Paging Exp

Department Number: 21148 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$35,899	$41,000	$29,786	$43,842	$35,225

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$47,122	$40,000		$3,280

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Number	Name	Plan Cost	Device Type	Totals
65 Phones	All Essential	2447.00 /Month	lines of service	$29,364.00
3	IPad s	$120.00 /Month		$1,440.00
	Aircard - IMC Switch	$40.01	Aircard	
	Aircard - Unit 112	$40.01	Aircard 4G	
	Aircard - Unit 116	$40.01	Aircard	
	Aircard - Unit 111	$40.01	Aircard 4G	
	Aircard - Unit 115	$40.01	Aircard 4G	
	Aircard - Unit 111	$40.01	Aircard	
	Aircard - Lapierre	$40.01	Aircard	
	Aircard - ACO	$40.01	Aircard 4G	
	Aircard - Unit 113	$40.01	Aircard	
	Aircard - Unit 117	$40.01	Aircard 4G	
	Aircard Unit 118	$40.01	Aircard 4G	
	Aircard - Greenwood	$40.01	Aircard 4G	
	Aircard - Street Crimes	$40.01	Aircard 4G	
	Total Aircard	$520.13 /Month		$6,718.32
			Cell & Aircard Total:	$37,522.32

Internet Fees Command Staff connection:	80.00/Month x4	$3,840.00	
Texting & paging payout for Dispatchers	$20.00 /month/15	$3,600.00	
Teletype Fees	$120.00/month	$1,440.00	
Consolidate Communications	$60.-- /month	$720.00	
		Total:	$9,600.00

CM - HOSTORICAL MAX 36,000

Grand Total: **$47,122.32**

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Operating Equip Repair Exp

Department Number: 21148 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$557	$3,000	$1,966	$4,000	$4,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,000	$3,000		-$1,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Radio Tower building maintenance

Anticipated repair of equipment.

0

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21148 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$174	$1,000	$121	$2,300	$2,125

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,200	$1,000		-$100

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Office equipment such as paper, pens fax machine etc.

$ -

Communications
Budget Request

March 24, 2025 **Department:** Communications

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21148 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,172	$4,000	$1,047	$4,000	$5,007

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,600	$4,000		$600

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Chair replacement; software update; UPS, desk repairs
Communications is hoping to obtain a grant through MMA for chair replacements going forwward.
24x7 both furniture and equipment are used which accelerates wear and tear.

0

City of Biddeford, Maine

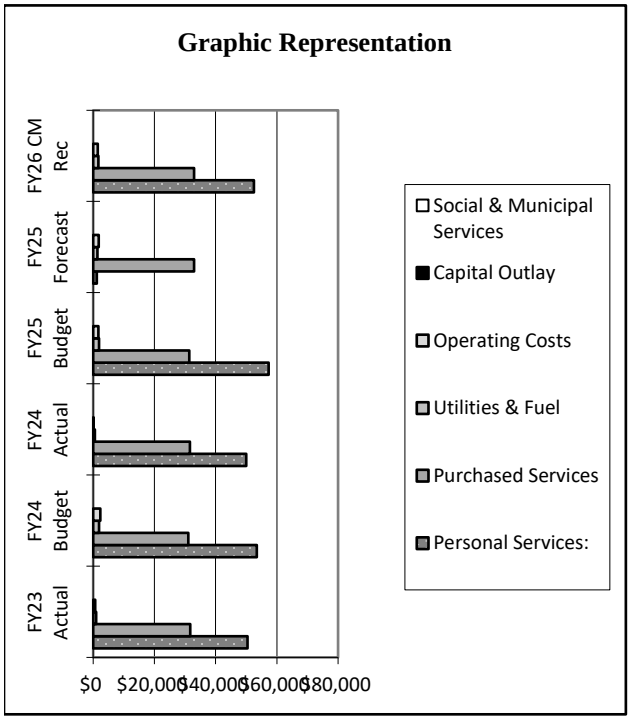
Fiscal Year 2026

Budget: Animal Control Officer

Account Number: 21149

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$50,443	$53,499	$49,955	$57,268	$1,155	$14,809	$52,540	$52,540
Purchased Services	$31,664	$31,080	$31,633	$31,393	$32,925	$8,231	$32,925	$32,925
Utilities & Fuel	$980	$1,920	$566	$1,920	$1,342	$0	$1,700	$1,375
Operating Costs	$682	$2,300	$179	$1,750	$1,760	$0	$1,500	$1,175
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$83,769**	**$88,799**	**$82,332**	**$92,331**	**$37,182**	**$23,040**	**$88,665**	**$88,015**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):

FICA	**$4,112**
Workers Comp	**$568**
Health Insurance	**$9,938**
Retirement	**$5,483**
Unemployment	**$42**
Other Insurance	**$780**
Total Fringe Benefit Impact	**$20,923**
# of Full Time Employees	**1.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$57,268	$52,540	-$4,728	-8.3%
Purchased Services	$31,393	$32,925	$1,532	4.9%
Utilities & Fuel	$1,920	$1,375	-$545	-28.4%
Operating Costs	$1,750	$1,175	-$575	-32.9%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$92,331**	**$88,015**	**-$4,316**	-4.7%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60105	F-T Employee Wage Exp	$49,626	$50,749	$49,674	$54,518	$0	$14,724	$51,240	$51,240
60111	Overtime Wage Expense	$137	$2,000	$174	$2,000	$550	$0	$550	$550
60230	Clothing/Uniforms Expense	$680	$750	$107	$750	$605	$85	$750	$750
60251	Conferences/Training Expense	$0	$0	$0	$0	$0	$0	$0	$0
60252	Travel/Mileage Expense	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$50,443**	**$53,499**	**$49,955**	**$57,268**	**$1,155**	**$14,809**	**$52,540**	**$52,540**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60310	Service Contracts Expense	$31,664	$31,080	$31,633	$31,393	$32,925	$8,231	$32,925	$32,925
Totals		**$31,664**	**$31,080**	**$31,633**	**$31,393**	**$32,925**	**$8,231**	**$32,925**	**$32,925**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60402	Phone/Celular/Paging Exp	$99	$720	$0	$720	$492	$0	$500	$500
60411	Gasoline Expense	$882	$1,200	$566	$1,200	$850	$0	$1,200	$875
Totals		**$980**	**$1,920**	**$566**	**$1,920**	**$1,342**	**$0**	**$1,700**	**$1,375**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60453	Vehicle Repair/Tires/Oil Exp	$0	$1,800	$0	$1,250	$1,250	$0	$1,000	$800
60501	Operating Supp/Eqt Non-Cap	$682	$500	$179	$500	$510	$0	$500	$375
60797	Miscellaneous Expense	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$682**	**$2,300**	**$179**	**$1,750**	**$1,760**	**$0**	**$1,500**	**$1,175**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21149 Animal Control Officer

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
ANIMAL CONTROL OFFICER	11388	1.00	51,043.20	51,239.52	51,239.52	AMBROSE	JAMES	60105
TOTAL BUDGETED POSITIONS		**1.00**	**51,043.20**	**51,239.52**	**51,239.52**			

Notes:

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Animal Control Officer

Account Title: F-T Employee Wage Exp

Department Number: 21149 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$49,626	$50,749	$49,674	$54,518	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$51,240	$51,240		-$3,278

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Animal Control Officer

Account Title: Overtime Wage Expense

Department Number: 21149 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$137	$2,000	$174	$2,000	$550

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$550	$550		-$1,450

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Animal Control Officer

Account Title: Clothing/Uniforms Expense

Department Number: 21149 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$680	$750	$107	$750	$605

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$750	$750		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Animal Control Officer

Account Title: Service Contracts Expense

Department Number: 21149 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$31,664	$31,080	$31,633	$31,393	$32,925

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$32,925	$32,925		$1,532

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

AWS fees at $32,925. per annum, paid quarterly; emergency animal treatment as necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Animal Control Officer

Account Title: Phone/Celular/Paging Exp

Department Number: 21149 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$99	$720	$0	$720	$492

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		-$220

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

ACO cell phone

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Animal Control Officer

Account Title: Gasoline Expense

Department Number: 21149 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$882	$1,200	$566	$1,200	$850

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,200	$875		-$325

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

DPW estimate.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Animal Control Officer

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 21149 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,800	$0	$1,250	$1,250

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,000	$800		-$450

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Estimated by Jerry Court New vehicle

DPW

Preventive Maint.	
Tires	
Alignment	
Tran. Equip	
Brakes	
Misc	
	$ 1,000.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Animal Control Officer

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21149 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$682	$500	$179	$500	$510

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$375		-$125

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Detail: replacement costs for any damaged property.

City of Biddeford, Maine

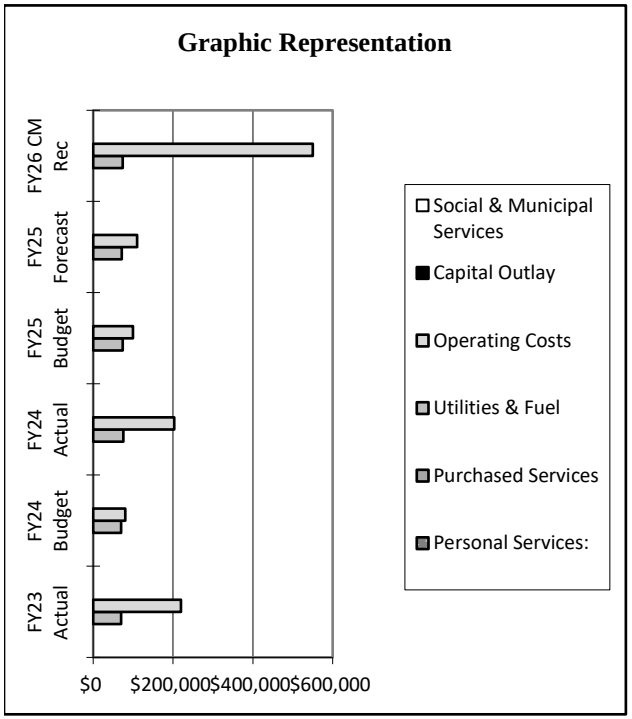
Fiscal Year 2026

Budget: Street & Traffic Lights

Account Number: 21150

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$70,265	$70,000	$75,264	$73,722	$71,750	$8,690	$73,722	$73,722
Operating Costs	$220,090	$80,000	$202,993	$100,000	$110,414	$44,032	$550,000	$100,000
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$290,355**	**$150,000**	**$278,257**	**$173,722**	**$182,164**	**$52,722**	**$623,722**	**$173,722**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$73,722	$73,722	$0	0.0%
Operating Costs	$100,000	$100,000	$0	0.0%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$173,722**	**$173,722**	**$0**	0.0%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$70,265	$70,000	$75,264	$73,722	$71,750	$8,690	$73,722	$73,722
Totals		**$70,265**	**$70,000**	**$75,264**	**$73,722**	**$71,750**	**$8,690**	**$73,722**	**$73,722**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60452	Operating Equip Repair Exp	$220,090	$80,000	$202,993	$100,000	$110,414	$44,032	$550,000	$100,000
Totals		**$220,090**	**$80,000**	**$202,993**	**$100,000**	**$110,414**	**$44,032**	**$550,000**	**$100,000**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Street & Traffic Lights

Account Title: Electricity Expense

Department Number: 21150 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$70,265	$70,000	$75,264	$73,722	$71,750

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$73,722	$73,722		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

[1]Cost for streetlight electicity expense, post-LED installation $73,722.00

[1]The savings is partially offset by an additional cost for annual maintenace of fixtures now under City ownership and finance charges on the debt (principal and interest). The net savings is conservatively estimated to be $135,000/yr through the finance term of 10 years. FY2020 reflects completion of installation and partial year of LED conversion. Reduction from 2021 forward reflects converted costs Streetlights based on PUC streetlight tariff schedule.

	Actual	Budget
FY2014	$ 391,035.96	
FY2015	$ 457,324.05	
FY2016	$ 433,933.59	
FY2017	$ 423,047.50	
FY2018	$ 416,081.57	
FY2019	$ 430,504.78	
FY2020	$ 126,709.43	
FY2021	$ 58,761.69	
FY2022	$ 66,231.04	
FY2023	$75,264.42	
FY2024 (Forecast)	$71,750.00	
FY25		$74,978.75

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Street & Traffic Lights

Account Title: Operating Equip Repair Exp

Department Number: 21150 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$220,090	$80,000	$202,993	$100,000	$110,414

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$550,000	$100,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Increase in Street Signal Repair for FY26 in part due to m/v accidents and existing equipment that has aged out.

Desc		*Budget*
Contingency line for street signal repairs	$	60,000.00
Streetlight appropriation repair reserve	$	40,000.00
	$	100,000.00
Alfred Street Grant Match (Safe Streets for all) D.O.T	$	450,000.00
	$	550,000.00

[1]Mantenance and repair costs have been factored into the P&S financials for the streetlights (year one). Although this line has increased, the net savings within the budget is estimated to be $135,000/yr due to conversion to LED. Increase in FY23 Actual reflects adjustment to stop/signal light expenses relative to actual costs rather than streetlight repairs.

		Actual[2]	
FY2015	$	35,217.34	
FY2016	$	18,373.58	
FY2017	$	26,876.71	
FY2018	$	24,277.76	
FY2019	$	25,511.79	
FY2020	$	57,340.00	
FY2021	$	66,276.45	
FY2022	$	87,656.53	
FY2023	$	220,089.00	Street signal repairs
FY2024	$	184,916.00	Street signal repairs
Average	$	74,653.52	
Median	$	46,278.67	
Maximum	$	220,089.00	

CM - SS4A grant match moved to CIP recommendation

City of Biddeford, Maine

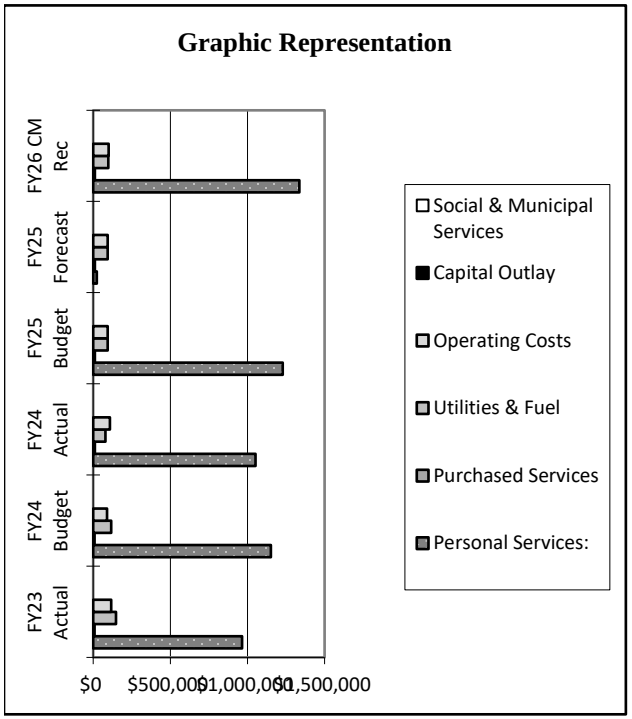
Fiscal Year 2026

Budget: PW Admin/Fleet Maint. Exp

Account Number: 21161

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$964,679	$1,151,265	$1,051,314	$1,228,612	$23,500	$419,048	$1,336,947	$1,331,732
Purchased Services	$9,796	$9,450	$10,857	$11,300	$11,300	$4,853	$11,300	$11,190
Utilities & Fuel	$148,504	$117,019	$79,495	$93,930	$93,701	$21,453	$97,522	$95,006
Operating Costs	$116,460	$88,760	$108,539	$93,885	$93,175	$33,526	$99,585	$92,285
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$1,239,440**	**$1,366,494**	**$1,250,205**	**$1,427,727**	**$221,676**	**$478,881**	**$1,545,353**	**$1,530,212**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$101,860**
Workers Comp	**$37,248**
Health Insurance	**$293,399**
Retirement	**$131,106**
Unemployment	**$587**
Other Insurance	**$12,152**
Total Fringe Benefit Impact	**$576,352**
# of Full Time Employees	**16.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$1,228,612	$1,331,732	$103,119	8.4%
Purchased Services	$11,300	$11,190	-$110	-1.0%
Utilities & Fuel	$93,930	$95,006	$1,076	1.1%
Operating Costs	$93,885	$92,285	-$1,600	-1.7%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$1,427,727**	**$1,530,212**	**$102,485**	7.2%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$71,235	$74,720	$95,724	$78,083	$0	$27,972	$79,202	$79,202
60102	Mid Mgmt Hrly Employee Wa	$251,914	$243,424	$278,595	$266,613	$0	$123,204	$281,178	$281,178
60105	F-T Employee Wage Exp	$566,040	$737,621	$596,429	$783,917	$0	$229,294	$873,473	$873,473
60111	Overtime Wage Expense	$62,525	$70,000	$64,804	$74,500	$0	$31,290	$76,594	$76,594
60230	Clothing/Uniforms Expense	$8,249	$13,800	$9,884	$13,800	$13,800	$5,120	$14,800	$9,800
60251	Conferences/Training Expense	$557	$6,000	$1,683	$6,000	$4,000	$200	$6,000	$6,000
60252	Travel/Mileage Expense	$3,472	$5,000	$4,193	$5,000	$5,000	$1,968	$5,000	$4,750
60253	Food/Lodging Expense	$0	$0	$0	$0	$0	$0	$0	$0
60256	Dues/Memberships Expense	$687	$700	$0	$700	$700	$0	$700	$735
Totals		**$964,679**	**$1,151,265**	**$1,051,314**	**$1,228,612**	**$23,500**	**$419,048**	**$1,336,947**	**$1,331,732**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60310	Service Contracts Expense	$9,626	$9,150	$10,671	$11,000	$11,000	$4,809	$11,000	$11,000
60325	Postage/Shipping Expense	$171	$300	$186	$300	$300	$44	$300	$190
Totals		**$9,796**	**$9,450**	**$10,857**	**$11,300**	**$11,300**	**$4,853**	**$11,300**	**$11,190**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$22,343	$45,500	$25,940	$24,451	$24,451	$10,608	$25,185	$25,185
60401	Water Expense	$4,672	$4,300	$5,582	$4,700	$4,700	$2,679	$5,127	$5,127
60402	Phone/Celular/Paging Exp	$13,349	$15,229	$14,355	$15,229	$16,500	$6,237	$17,516	$15,000
60404	Sewer User Fee Expense	$5,133	$4,800	$2,250	$4,800	$4,800	$0	$4,800	$4,800
60405	Heating Fuel Expense	$23,216	$26,750	$17,958	$26,750	$26,750	$1,930	$26,750	$26,750
60411	Gasoline Expense	$79,790	$20,440	$13,411	$18,000	$16,500	$0	$18,144	$18,144
Totals		**$148,504**	**$117,019**	**$79,495**	**$93,930**	**$93,701**	**$21,453**	**$97,522**	**$95,006**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60450	Building Repair/Maint Exp	$15,918	$14,000	$13,633	$15,000	$15,000	$6,965	$15,000	$13,500
60452	Operating Equip Repair Exp	$7,278	$9,250	$28,881	$9,250	$10,000	$6,767	$13,250	$12,000
60453	Vehicle Repair/Tires/Oil Exp	$11,578	$12,525	$17,411	$15,200	$15,200	$0	$16,900	$14,000
60461	Repair/Maint-CommunsEquip	$2,235	$2,000	$1,429	$2,000	$2,000	$43	$2,000	$2,000
60500	Admin/Office Supp/Eqt Non-C	$18,814	$17,960	$16,072	$17,960	$16,500	$2,726	$17,960	$16,310
60501	Operating Supp/Eqt Non-Cap	$32,704	$5,950	$5,230	$5,950	$5,950	$1,752	$5,950	$5,950
60505	Construction Supplies	$1,875	$1,500	$336	$2,500	$2,500	$0	$2,500	$2,500
60506	Equipment/Small Tools-Non-c	$21,558	$20,050	$20,435	$20,500	$20,500	$13,624	$20,500	$20,500
60509	Cleaning Supplies Expense	$3,458	$4,300	$4,391	$4,300	$4,300	$1,222	$4,300	$4,300
60797	Miscellaneous Expense	$1,043	$1,225	$720	$1,225	$1,225	$428	$1,225	$1,225
Totals		**$116,460**	**$88,760**	**$108,539**	**$93,885**	**$93,175**	**$33,526**	**$99,585**	**$92,285**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21161 PW Admin/Fleet Maint. Exp

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
PUBLIC WORKS DIRECTOR	18290	1.00	$78,898	$79,202	$79,202	DEMERS	JEFF	60101
ASST. PUBLIC WORKS DIRECTOR	10432	1.00	$117,206	$117,657	$117,657	LOVEJOY	JOSEPH	60102
OPERATIONS MANAGER	11374	1.00	$87,547	$87,884	$87,884	SWEENEY	BRENDAN	60102
OFFICE MANAGER	10104	1.00	$67,995	$68,257	$68,257	COTE	KARA	60105
SUPERVISOR STREET	26105	1.00	$77,550	$77,849	$77,849	FRECHETTE	GARY	60102
MECHANIC SUPERVISOR	14325	1.00	$90,272	$90,619	$90,619	COURT	JERALD	60105
MECHANIC I	10143	1.00	$75,046	$75,335	$75,335	BEAULIEU	JAYSON	60105
MECHANIC I	11534	1.00	$68,848	$69,113	$69,113	MARQUEZ	JOSE	60105
MECHANIC I	11545	1.00	$68,848	$69,113	$69,113	MAHONEY	DEVIN	60105
MECHANIC I	36850	1.00	$76,419	$76,713	$76,713	JONES	MICHAEL	60105
MECHANIC I	11032	1.00	$70,907	$71,180	$71,180	VILLANDRY	CHRISTOPHER	60105
MECHANIC I	11257	1.00	$69,534	$69,802	$69,802	FLYNN	THOMAS	60105
MECHANIC I	40	1.00	$68,848	$69,113	$69,113	VACANT	0	60105
MECHANIC I	MEC-1	1.00	$68,848	$69,113	$69,113	VACANT	0	60105
MECHANIC II	10433	1.00	$71,726	$72,002	$72,002	GUAY	KEVIN	60105
PARTS/SERVICE TECHNICIAN	10112	1.00	$74,090	$74,375	$74,375	LABRECQUE	RANDY	60105
JOB ADJUSTMENTS	21	-	$1	$1	$1	VARIOUS	0	60105
TOTAL BUDGETED POSITIONS		**16.00**	**1,232,584.96**	**1,237,325.67**	**1,237,325.67**			

Notes:

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Dept Manager Salary Exp

Department Number: 21161 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$71,235	$74,720	$95,724	$78,083	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$79,202	$79,202		$1,119

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

58% of Director's Salary

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21161 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$251,914	$243,424	$278,595	$266,613	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$281,178	$281,178		$14,565

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

1 Street Working Supervisor salary.
1 Assistant Director
1 Operations manager

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: F-T Employee Wage Exp

Department Number: 21161 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$566,040	$737,621	$596,429	$783,917	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$873,473	$873,473		$89,556

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Following positions without contract obligations

Supervisor
Head mechanic
7 Mechanic positions
1 Body & Fender position
1 Parts Technician position
1 Admin. Asst. position
See Payroll worksheet for details

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Overtime Wage Expense

Department Number: 21161 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$62,525	$70,000	$64,804	$74,500	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$76,594	$76,594		$2,094

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Reduced anticipating full staffing

CM - reduce due to full staffing

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Clothing/Uniforms Expense

Department Number: 21161 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$8,249	$13,800	$9,884	$13,800	$13,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$14,800	$9,800		($4,000)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contractual obligation for clothing for the following positions :

Street Working Supervisor	1	$ 750.00	$	750.00
Mechanic Supervisor	1	$ 750.00	$	750.00
Head Mechanic	1	$ 750.00	$	750.00
8 Mechanics	7	$ 750.00	$	5,250.00
Body & Fender	1	$ 750.00	$	750.00
Parts Tech.	1	$ 750.00	$	750.00
Extra for new employee			$	9,000.00

Moved boots to this code from 21162-60230

CM - Based on acgtual allowance of 750/employee

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Conferences/Training Expense

Department Number: 21161 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$557	$6,000	$1,683	$6,000	$4,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,000	$6,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Op's manager	$	300.00
Street Working Supervisor	$	700.00
Mechanic Supervisor	$	1,000.00
Mechanics	$	2,500.00
Director/Assistant	$	1,000.00
Parts Tech.	$	500.00

Estimated cost related to off site training sessions

	$	6,000.00

FY 25 - Projected: Trip to AWPA confrence.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Travel/Mileage Expense

Department Number: 21161 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,472	$5,000	$4,193	$5,000	$5,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000	$4,750		($250)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Turnpike toll expenses for :		
Trash Trucks	524 Trips per year	$3,238
Large Item truck	156 Trips per year	$1,124
Parts pick up/misc.		$637
	Totals:	$5,000

CM - Max from last 5 yrs

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** √ Admin/Fleet Maint. Exp

Account Title: Food/Lodging Expense

Department Number: 21161 Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 25 Projection: For food and lodging training

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Dues/Memberships Expense

Department Number: 21161 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$687	$700	$0	$700	$700

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$700	$735		$35

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

APWA (American Public Works Association) membership dues for following positions :

Director	$233
Asst. Director	$233
Ops Manager	$233
Total:	$699

CM - Based on actual invoices

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Service Contracts Expense

Department Number: 21161 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$9,626	$9,150	$10,671	$11,000	$11,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$11,000	$11,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Annual Service Contracts :

UST (Under ground storage tanks) Inspection	$1,300
Interstate Fuel Fire System :	$1,200
Maine State Securities :	$990
Heating and Air Cond. System :	$3,250
Crane Inspections :	$890
Scan Tool Support and upgrades:[1]	$1,870
Pest control	$1,500
Total:	$11,000

FY 25 Projection: Increase in cost will use budget

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Postage/Shipping Expense

Department Number: 21161 Account Number: 60325

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$171	$300	$186	$300	$300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$300	$190		($110)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected costs for shipping of parts

CM - Based on last 5 yrs

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Electricity Expense

Department Number: 21161 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$22,343	$45,500	$25,940	$24,451	$24,451

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$25,185	$25,185		$734

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected 3% increase

School Dept billed $45,500 Buses

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Water Expense

Department Number: 21161 Account Number: 60401

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,672	$4,300	$5,582	$4,700	$4,700

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,127	$5,127		$427

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected cost for Public Works facility per Maine water with a 0% increase

FY 25 Projection: Over due to % increase and usage vactor.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Phone/Celular/Paging Exp

Department Number: 21161 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$13,349	$15,229	$14,355	$15,229	$16,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$17,516	$15,000		($229)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Phone & GPS Units costs :

Samsara 35 GPS Units	$15.95 Month/each	$6,699.00
Asset gateway (6) units	$22.00 Month/each	$1,584.00
Dash camera (4) units	$33.15 Month/Year	$1,591.20
Asset Tracker (4) units	$15.95 Month/Year	$765.60
7 Smart Phone :	$64.00 /Month/each	$5,376
2 Land Lines :	$37.50 /Month/each	$900
Misc. :		$600
	Total:	$17,516

FY 25 Projection: Contracted Cell phones through Verizon
FY 25 GPS Units through Samsara

CM - Based on history

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Sewer User Fee Expense

Department Number: 21161 Account Number: 60404

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,133	$4,800	$2,250	$4,800	$4,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,800	$4,800		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected cost based on Historical data

FY 25 Projection: Set fee sewer usage/water usage..

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Heating Fuel Expense

Department Number: 21161 Account Number: 60405

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$23,216	$26,750	$17,958	$26,750	$26,750

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$26,750	$26,750		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected cost based upon Historical data

FY 25 Projection: Thinking mellow winter will use 23,000

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Gasoline Expense

Department Number: 21161 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$79,790	$20,440	$13,411	$18,000	$16,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$18,144	$18,144		$144

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Gallons Estimated: 6048 6048 x $3.00 = $18,144

Contract reads (60,000) Gallons Beginning on 2/1/2025 @ $2.81
Bid estimated July 1 $3.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Building Repair/Maint Exp

Department Number: 21161 Account Number: 60450

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$15,918	$14,000	$13,633	$15,000	$15,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,000	$13,500		$1,500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Over head door maint:	$6,000.00
Repairs/paint/electrical/lighting :	$5,000.00
Misc. :	$4,000.00
Total:	$15,000.00

Fy 25 Projection; Cost of supplies and service up from previous years. Bay doors original equipment.

CM - New bay door replacment schedule should reduce maint cost.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Operating Equip Repair Exp

Department Number: 21161 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7,278	$9,250	$28,881	$9,250	$10,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$13,250	$12,000		$2,750

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Mechanical lifts :	$1,600
Vehicle jacks :	$1,000
Oil dispensing/reclaiming syst. :	$2,550
Compressors :	$600
Fuel Island :	$2,500
Power washer	$5,000
Total:	$13,250

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 21161 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$11,578	$12,525	$17,411	$15,200	$15,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$16,900	$14,000		($1,200)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Public works admin vehicles.

CM - Based on ave history with increase

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Repair/Maint-CommunsEquip

Department Number: 21161 Account Number: 60461

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,235	$2,000	$1,429	$2,000	$2,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,000	$2,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

PW share of the communication tower and components. $2,000

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21161 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$18,814	$17,960	$16,072	$17,960	$16,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$17,960	$16,310		($1,650)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Maint. Dossier on-line service:		$6,760
Office Supplies :		$2,300
Mitchell's online Manuals :		$4,950
Time clock support		$950
Monday Task Monitor		$3,000
	Total:	$17,960

FY 25 Projection: 4 of the 5 mentioned set contracted prices.

CM - Mitchell's subscription $3,300

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21161 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$32,704	$5,950	$5,230	$5,950	$5,950

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,950	$5,950		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Prod.Maint. Supplies		$2,250
Safety Equipment		$1,100
Medical Supplies :		$1,600
OSHA/DOL Mandates :		$1,000
	Total:	$5,950

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Construction Supplies

Department Number: 21161 Account Number: 60505

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,875	$1,500	$336	$2,500	$2,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,500	$2,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Hot tp/Curbing	$800
Gravel/Stone	$900
Loam/seeding/Fertilizer	$800
Total:	$2,500

FY 25 Projection: Price of supplies over the last two years has increased.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Equipment/Small Tools-Non-cap

Department Number: 21161 Account Number: 60506

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$21,558	$20,050	$20,435	$20,500	$20,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$20,500	$20,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Tool Allowance Per contract:	$9,000
Scan Tool	$4,500
Misc. garage tools :	$6,550
Total:	$20,050

FY 24 Projection: Items needed to keep garage to date.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Cleaning Supplies Expense

Department Number: 21161 Account Number: 60509

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,458	$4,300	$4,391	$4,300	$4,300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,300	$4,300		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected cost based upon historical data

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** PW Admin/Fleet Maint. Exp

Account Title: Miscellaneous Expense

Department Number: 21161 Account Number: 60797

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,043	$1,225	$720	$1,225	$1,225

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,225	$1,225		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

UST (Underground storage tanks) Registration:	$600
CIRF Fees	$625
Total:	$1,225

FY 25 Projection: Set Fee's

City of Biddeford, Maine

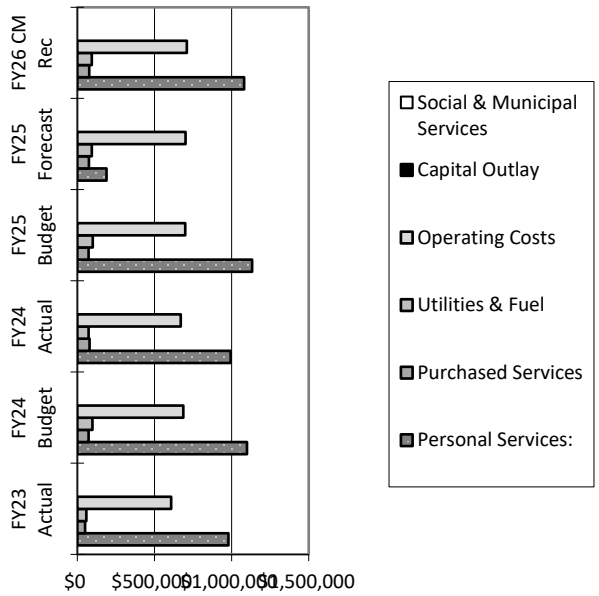
Fiscal Year 2026

Budget: Public Works Roads Maintenance

Account Number: 21162

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$978,840	$1,099,083	$994,212	$1,132,638	$188,550	$399,371	$1,081,942	$1,081,942
Purchased Services	$50,806	$72,750	$78,724	$72,712	$74,712	$13,053	$77,722	$72,000
Utilities & Fuel	$59,049	$98,530	$73,474	$100,331	$93,944	$0	$94,054	$94,054
Operating Costs	$609,070	$687,865	$670,020	$698,880	$701,088	$177,871	$709,384	$702,503
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$1,697,765**	**$1,958,228**	**$1,816,430**	**$2,004,561**	**$1,058,294**	**$590,295**	**$1,963,102**	**$1,950,499**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$81,984**
Workers Comp	**$49,975**
Health Insurance	**$251,736**
Retirement	**$109,313**
Unemployment	**$1,068**
Other Insurance	**$14,040**
Total Fringe Benefit Impact	**$508,116**
# of Full Time Employees	**19.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$1,132,638	$1,081,942	-$50,697	-4.5%
Purchased Services	$72,712	$72,000	-$712	-1.0%
Utilities & Fuel	$100,331	$94,054	-$6,277	-6.3%
Operating Costs	$698,880	$702,503	$3,623	0.5%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$2,004,561**	**$1,950,499**	**-$54,063**	-2.7%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60105	F-T Employee Wage Exp	$783,054	$969,183	$842,791	$955,928	$0	$352,327	$948,892	$948,892
60111	Overtime Wage Expense	$179,063	$115,000	$132,514	$115,000	$170,500	$39,501	$115,000	$115,000
60230	Clothing/Uniforms Expense	$16,723	$14,900	$18,906	$18,050	$18,050	$7,543	$18,050	$18,050
Totals		**$978,840**	**$1,099,083**	**$994,212**	**$1,132,638**	**$188,550**	**$399,371**	**$1,081,942**	**$1,081,942**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60312	Temporary Contract Help Exp	$11,750	$26,750	$0	$26,712	$26,712	$6,250	$27,722	$24,000
60313	Construction Services Expense	$20,393	$28,000	$55,524	$28,000	$28,000	$3,203	$28,000	$28,000
60346	Removal of Trees & Stumps	$18,663	$18,000	$23,200	$18,000	$20,000	$3,600	$22,000	$20,000
Totals		**$50,806**	**$72,750**	**$78,724**	**$72,712**	**$74,712**	**$13,053**	**$77,722**	**$72,000**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60410	Diesel Fuel Expense	$53,806	$97,800	$58,796	$90,887	$84,500	$0	$81,139	$81,139
60411	Gasoline Expense	$5,243	$730	$14,678	$9,444	$9,444	$0	$12,915	$12,915
Totals		**$59,049**	**$98,530**	**$73,474**	**$100,331**	**$93,944**	**$0**	**$94,054**	**$94,054**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60452	Operating Equip Repair Exp	$0	$0	$1,021	$0	$0	$264	$0	$0
60453	Vehicle Repair/Tires/Oil Exp	$187,199	$194,115	$243,098	$195,165	$195,165	$1,902	$192,415	$192,415
60457	Road Maint/Improve Non-Cap	$58,948	$58,850	$57,888	$61,792	$64,000	$38,098	$64,881	$60,000
60461	Repair/Maint-CommunsEquip	$0	$0	$132	$0	$0	$0	$0	$0
60462	Road Painting Expense	$89,237	$87,000	$110,755	$105,223	$105,223	$100,728	$111,888	$111,888
60501	Operating Supp/Eqt Non-Cap	$10,763	$7,200	$8,376	$7,000	$7,000	$2,663	$7,000	$7,000
60503	Road Salt Expense	$210,185	$289,500	$189,887	$275,000	$275,000	$11,464	$275,000	$275,000
60505	Construction Supplies	$20,503	$20,500	$21,759	$20,500	$20,500	$7,375	$22,500	$22,500
60506	Equipment/Small Tools-Non-c	$11,961	$13,200	$16,622	$13,200	$13,200	$6,145	$13,200	$12,700
60507	Street Signs Expense	$20,273	$17,500	$20,480	$21,000	$21,000	$9,232	$22,500	$21,000
Totals		**$609,070**	**$687,865**	**$670,020**	**$698,880**	**$701,088**	**$177,871**	**$709,384**	**$702,503**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21162 Public Works Roads Maintenance

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
EQUIPMENT OPERATOR II	10713	1.00	57,886.40	58,109.04	58,109.04	MOULTON	JEFFREY	60105
EQUIPMENT OPERATOR I	10693	1.00	62,899.20	63,141.12	63,141.12	VIGER	RICHARD	60105
EQUIPMENT OPERATOR II	11001	1.00	56,784.00	57,002.40	57,002.40	CORBEIL	SHAWN	60105
EQUIPMENT OPERATOR II	119	1.00	55,120.00	55,332.00	55,332.00	VACANT	0	60105
EQUIPMENT OPERATOR II	11248	1.00	55,120.00	55,332.00	55,332.00	WHITE	DAVID	60105
LABORER I/UTILITY	11535	1.00	45,801.60	45,977.76	45,977.76	MERKEL	TAYLOR	60105
LABORER I/UTILITY	11403	1.00	45,801.60	45,977.76	45,977.76	ANGIS	GABRIEL	60105
LABORER I/UTILITY	11470	1.00	45,801.60	45,977.76	45,977.76	COTSIS	DILLON	60105
LABORER I/UTILITY	11369	1.00	45,801.60	45,977.76	45,977.76	LEMIRE	RICHARD	60105
LABORER I/UTILITY	11506	1.00	45,801.60	45,977.76	45,977.76	FILTER	TRAVIS	60105
TRUCK DRIVER I	53070	1.00	60,414.60	60,646.96	60,646.96	FARLEY	SCOTT	60105
TRUCK DRIVER I	11030	1.00	55,036.80	55,248.48	55,248.48	MENARD	KORDELL	60105
TRUCK DRIVER I	2880	1.00	60,944.56	61,178.96	61,178.96	BELISLE	DAVID	60105
TRUCK DRIVER II	11223	1.00	51,147.20	51,343.92	51,343.92	COSTELLO	DELBERT	60105
TRUCK DRIVER II	48650	1.00	53,238.36	53,443.12	53,443.12	MENARD	ROBERT	60105
TRUCK DRIVER II	11401	1.00	51,589.98	51,788.40	51,788.40	PERKINS	SPENCER	60105
TRUCK DRIVER II	11414	1.00	50,648.00	50,842.80	50,842.80	ROY	PATRICK	60105
TRUCK DRIVER II	11420	1.00	50,648.00	50,842.80	50,842.80	FOURNELL	ANTHONY	60105
JOB ADJUSTMENTS	22	1.00	-	-	-	VARIOUS	0	60105
TOTAL BUDGETED POSITIONS		**19.00**	**950,485.09**	**954,140.80**	**954,140.80**			

Notes:

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Public Works Roads Maintenance

Account Title: F-T Employee Wage Exp

Department Number: 21162 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$783,054	$969,183	$842,791	$955,928	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$948,892	$948,892		-$7,037

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Wages for the following positions. contract year :

2 Operator I positions
3 Operator II positions
3 Truck Driver I positions
6 Truck Driver II positions
5 Laborer/Utility positions
See Payroll Worksheet for details

Budget Committee $ 53,578.08

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Public Works Roads Maintenance

Account Title: P-T Employee Wage Exp

Department Number: 21162 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD
$0	$0	$0	$43,660	

FY2025 EOY
$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0.00		($43,660.08)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Public Works Roads Maintenance

Account Title: Overtime Wage Expense

Department Number: 21162 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$179,063	$115,000	$132,514	$115,000	$170,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$115,000	$115,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected overtime based upon historical data

OT is mostly driven by winter conditions; leave at $115,000

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Public Works Roads Maintenance

Account Title: Clothing/Uniforms Expense

Department Number: 21162 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$16,723	$14,900	$18,906	$18,050	$18,050

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$18,050	$18,050		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contractual obligation for clothing for the following postitions :

2 Operator I
3 Operator II
3 Truck Driver I
6 Truck Driver II
5 Laborer/Utility

19 total employees @ $950.00 for clothing and boots each.

Employee		Clothing Rate		Total
19	$	950.00	$	18,050.00
			$	**18,050.00**

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Public Works Roads Maintenance

Account Title: Temporary Contract Help Exp

Department Number: 21162 Account Number: 60312

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$11,750	$26,750	$0	$26,712	$26,712

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$27,722	$24,000		-$2,712

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Weed Control Program 4 months : 5% inc.	$	21,222.00
Reserve Emergency Personnel :	$	6,500.00
	$	27,722.00

Biddeford Pool Invasive plant control concerns.

FY 25 Projection: Weed control invoice paid out of 60313 not out of 60312 Journal entry needed.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Public Works Roads Maintenance

Account Title: Construction Services Expense

Department Number: 21162 Account Number: 60313

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$20,393	$28,000	$55,524	$28,000	$28,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$28,000	$28,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Spoils Crushing :	$10,500.00
Contract Specialty Work :	$7,500.00
Snow Hauling :	$10,000.00
Total:	$28,000.00

FY 25 Projection: Weed control invoice paid out of 60313 not out of 60312 Journal entry needed.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Public Works Roads Maintenance

Account Title: Removal of Trees & Stumps

Department Number: 21162 Account Number: 60346

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$18,663	$18,000	$23,200	$18,000	$20,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$22,000	$20,000		$2,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected cost for removal of hazardous trees

FY 25 Projection: List is long of trees that need attention. We remove what exsperts say are needed.

Fiscal Year 2026
Budget Request

March 24, 2025

Department: Public Works Roads Maintenance

Account Title: Diesel Fuel Expense

Department Number: 21162

Account Number: 60410

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$53,806	$97,800	$58,796	$90,887	$84,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$81,139	$81,139		-$9,748

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected 26603 gallons @ $3.05 per gallon

FY 25 Projection: Trucks and equipment not worked as hard this winter.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Public Works Roads Maintenance

Account Title: Gasoline Expense

Department Number: 21162 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,243	$730	$14,678	$9,444	$9,444

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$12,915	$12,915		$3,471

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

1/1/24 - 12/1/24 4305 Gallons used. 4305 x $3.00 = $12,915

Small equipment weed wackers, blowers, etc.

FY 25 Projection: Equipment to be used as much.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Public Works Roads Maintenance

Account Title: Operating Equip Repair Exp

Department Number: 21162 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$1,021	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

All moved to 60453

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Public Works Roads Maintenance

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 21162 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$187,199	$194,115	$243,098	$195,165	$195,165

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$192,415	$192,415		-$2,750

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Vehicle and equipment maintainance for all 56 vehicles and equipment.

FY 25 Projection: Needed service for all equipment.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Public Works Roads Maintenance

Account Title: Road Maint/Improve Non-Cap

Department Number: 21162 Account Number: 60457

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$58,948	$58,850	$57,888	$61,792	$64,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$64,881	$60,000		-$1,792

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected need for spot paving repairs 5% price increase

FY 25 Projection: Depends on pot hole repairs and street repairs April/June

CM - Based historic expenses

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Public Works Roads Maintenance

Account Title: Repair/Maint-CommunsEquip

Department Number: 21162 Account Number: 60461

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$132	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Radio Repacement - new system

Fiscal Year 2026
Budget Request

March 24, 2025

Department: Public Works Roads Maintenance

Account Title: Road Painting Expense

Department Number: 21162

Account Number: 60462

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$89,237	$87,000	$110,755	$105,223	$105,223

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$111,888	$111,888		$6,665

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contract services for centerlines, edge lines, fog lines, lane lines : $101,888

In house sevices for some arrows, cross walks, lettering, parking stalls : $10,000

7% increase in supplies

FTY 25 Projection: Need two more pallets of white one pallet of yellow

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Public Works Roads Maintenance

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21162 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$10,763	$7,200	$8,376	$7,000	$7,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$7,000	$7,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Prod./Maint. Supplies :		$4,500
Industrial Chemicals :		$2,500
	Total:	$7,000

Fiscal Year 2026
Budget Request

March 24, 2025

Department: Public Works Roads Maintenance

Account Title: Road Salt Expense

Department Number: 21162

Account Number: 60503

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$210,185	$289,500	$189,887	$275,000	$275,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$275,000	$275,000		$0

0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Cost
Salt 2880 tons @ $87.00/tn	$250,560
Mag. Chloride 20000 gals. @ $1.27/gal :	$25,400
	$275,960

Salt shed less then a 1/3

Fiscal Year 2026
Budget Request

March 24, 2025

Department: Public Works Roads Maintenance

Account Title: Construction Supplies

Department Number: 21162

Account Number: 60505

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$20,503	$20,500	$21,759	$20,500	$20,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$22,500	$22,500		$2,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Road/Drainage Const. Supplies :	$19,000
Stone, pipe sand :	$3,000
Misc. :	$500
	$22,500

FY 25 Projection: Will use 100% city wide projects.

Fiscal Year 2026
Budget Request

March 24, 2025

Department: Public Works Roads Maintenance

Account Title: Equipment/Small Tools-Non-cap

Department Number: 21162

Account Number: 60506

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$11,961	$13,200	$16,622	$13,200	$13,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$13,200	$12,700		-$500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Paint machine tractor	$9,000
Hot top supplies	$2,000
Small Tools :	$2,200
	$13,200

FY 25 Projection; Will use 1005 street painting equipment.

Fiscal Year 2026
Budget Request

March 24, 2025

Department: Public Works Roads Maintenance

Account Title: Street Signs Expense

Department Number: 21162

Account Number: 60507

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$20,273	$17,500	$20,480	$21,000	$21,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$22,500	$21,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Ordinances changes per City council
Street sign management through out the city

Projection: A lot of sign work ongoing.

City of Biddeford, Maine

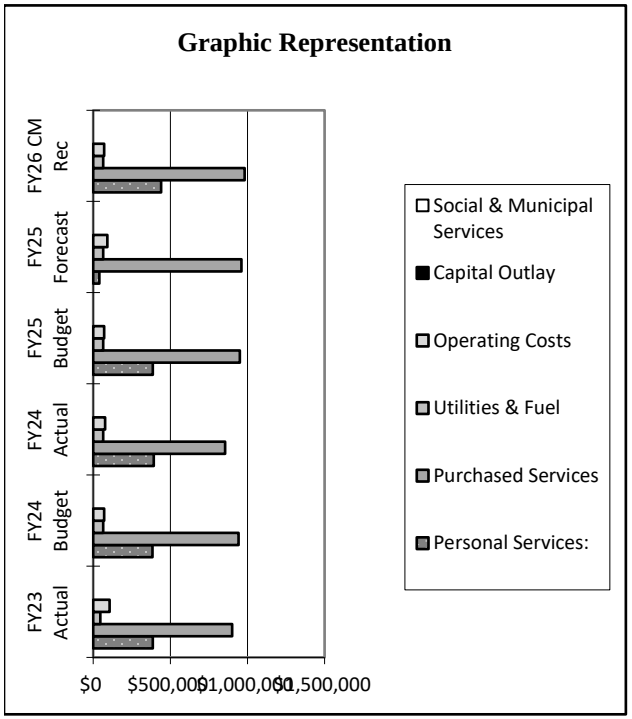
Fiscal Year 2026

Budget: Solid Waste Management

Account Number: 21164

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$387,330	$384,994	$392,889	$386,076	$40,650	$152,141	$440,656	$440,656
Purchased Services	$900,484	$941,913	$854,506	$949,657	$961,657	$349,724	$981,892	$981,792
Utilities & Fuel	$45,976	$65,220	$64,367	$64,988	$64,988	$871	$64,988	$64,938
Operating Costs	$106,304	$71,250	$77,406	$70,100	$91,500	$5,765	$70,100	$69,400
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$1,440,094**	**$1,463,377**	**$1,389,168**	**$1,470,821**	**$1,158,795**	**$508,501**	**$1,557,636**	**$1,556,786**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):

FICA	**$33,356**
Workers Comp	**$13,798**
Health Insurance	**$103,072**
Retirement	**$44,475**
Unemployment	**$236**
Other Insurance	**$5,184**
Total Fringe Benefit Impact	**$200,121**
# of Full Time Employees	**7.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$386,076	$440,656	$54,580	14.1%
Purchased Services	$949,657	$981,792	$32,135	3.4%
Utilities & Fuel	$64,988	$64,938	-$50	-0.1%
Operating Costs	$70,100	$69,400	-$700	-1.0%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$1,470,821**	**$1,556,786**	**$85,965**	5.8%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60102	Mid Mgmt Hrly Employee Wa	$80,648	$72,433	$73,068	$73,523	$0	$27,136	$73,523	$73,523
60105	F-T Employee Wage Exp	$271,203	$273,411	$277,303	$273,403	$0	$108,830	$327,983	$327,983
60111	Overtime Wage Expense	$28,843	$32,500	$36,003	$32,500	$34,000	$14,601	$32,500	$32,500
60230	Clothing/Uniforms Expense	$6,636	$6,650	$6,516	$6,650	$6,650	$1,574	$6,650	$6,650
Totals		**$387,330**	**$384,994**	**$392,889**	**$386,076**	**$40,650**	**$152,141**	**$440,656**	**$440,656**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60311	Operations Contracts Expense	$530,843	$540,912	$398,293	$535,656	$536,656	$210,454	$550,204	$550,204
60313	Construction Services Expense	$2,998	$3,000	$5,065	$3,000	$5,000	$4,190	$4,500	$4,500
60340	Waste Tipping Fee Expense	$333,739	$375,801	$421,097	$378,801	$378,801	$105,693	$388,988	$388,988
60341	Non-Burnable Disposal Exp	$32,313	$21,000	$29,940	$31,000	$40,000	$29,388	$37,000	$37,000
60345	Rodent Control Expense	$591	$1,200	$111	$1,200	$1,200	$0	$1,200	$1,100
Totals		**$900,484**	**$941,913**	**$854,506**	**$949,657**	**$961,657**	**$349,724**	**$981,892**	**$981,792**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60410	Diesel Fuel Expense	$44,469	$63,570	$62,636	$63,338	$63,338	$15	$63,338	$63,338
60412	Bottled Gas Expense	$1,507	$1,650	$1,730	$1,650	$1,650	$856	$1,650	$1,600
Totals		**$45,976**	**$65,220**	**$64,367**	**$64,988**	**$64,988**	**$871**	**$64,988**	**$64,938**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60452	Operating Equip Repair Exp	$5,533	$6,000	$7,835	$6,000	$6,000	$241	$6,000	$5,500
60453	Vehicle Repair/Tires/Oil Exp	$69,882	$41,600	$52,530	$41,600	$63,000	$0	$41,600	$41,600
60461	Repair/Maint-CommunsEquip	$0	$650	$0	$0	$0	$0	$0	$0
60501	Operating Supp/Eqt Non-Cap	$4,415	$3,650	$2,538	$4,150	$4,150	$3,419	$4,150	$4,150
60502	Printing & Copying Expense	$5,451	$7,500	$7,923	$6,500	$6,500	$1,330	$6,500	$6,500
60506	Equipment/Small Tools-Non-c	$1,324	$1,500	$613	$1,500	$1,500	$22	$1,500	$1,300
60797	Miscellaneous Expense	$19,700	$10,350	$5,967	$10,350	$10,350	$753	$10,350	$10,350
Totals		**$106,304**	**$71,250**	**$77,406**	**$70,100**	**$91,500**	**$5,765**	**$70,100**	**$69,400**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21164 Solid Waste Management

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
SOLID WASTE SUPERVISOR	10928	1.00	73,241.58	73,523.28	73,523.28	DELUCA	ROCCO	60102
SOLID WASTE DRIVER/UTILITY	8000	1.00	60,944.56	61,178.96	61,178.96	BUDA	JASON	60105
SOLID WASTE LABORER/UTILITY	10494	1.00	49,916.49	50,108.48	50,108.48	ROBERTS	WAYNE	60105
SOLID WASTE LABORER/UTILITY	10352	1.00	49,920.00	50,112.00	50,112.00	THIBODEAU	JAMES	60105
SOLID WASTE LABORER/UTILITY	10180	1.00	49,004.80	49,193.28	49,193.28	ROBERTS	TERRY	60105
WASTE TRUCK DRIVER	10353	1.00	55,806.40	56,021.04	56,021.04	CORRIVEAU	PAUL	60105
WASTE TRUCK DRIVER (AUTOMATED)	43400	1.00	63,148.80	63,391.68	63,391.68	LOVEJOY	KEITH	60105
TOTAL BUDGETED POSITIONS		**7.00**	**401,982.64**	**403,528.72**	**403,528.72**			

Notes:

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21164 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$80,648	$72,433	$73,068	$73,523	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$73,523	$73,523		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Solid Waste/Street Working Supervisor

See Payroll Worksheet for details

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: F-T Employee Wage Exp

Department Number: 21164 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$271,203	$273,411	$277,303	$273,403	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$327,983	$327,983		$54,580

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Wages for the following positions

40 % of Solid Waste Driver
2 Waste Truck Drivers
1 Waste Handlers
2 Solid Waste Laborer/Utility

See Payroll Worksheet for details

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Overtime Wage Expense

Department Number: 21164 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$28,843	$32,500	$36,003	$32,500	$34,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$32,500	$32,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected overtime based upon historical data

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Clothing/Uniforms Expense

Department Number: 21164 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6,636	$6,650	$6,516	$6,650	$6,650

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,650	$6,650		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Boots Moved out of 60501 into clothing

Contractual obligation for clothing for the following positions :

	unit (each)	Rate
Solid Waste/Street Working Supervisor	1	$950
Solid Waste Driver	1	$950
2 Waste truck Drivers	2	$1,900
1Waste Handlers/Utility worker	1	$950
2 Solid Waste Laborer/Utility	2	$1,900
	Total:	$6,650

FY 25 Projection: Union Contract

Handler on back of packer now helps with: Orange overflow, parks trash, beach trash, down town trash and back of waste truck as needed if auto truck goes down. Public works dutys as needed. Can repairs.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Operations Contracts Expense

Department Number: 21164 Account Number: 60311

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$530,843	$540,912	$398,293	$535,656	$536,656

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$550,204	$550,204		$14,548

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Curbside collection of recycling contract service

Projecting an 2.9% CPI increase	$43,017 x 12 = $516,208	$516,208
0-15% $25.00 Contamination fee per ton	1,200 tons @ $25.00	$30,000
$333.00 x 12 = 3996 Recycling app.		$3,996
Prior rate: $41,805 per month		$550,204

FY 23 CPI increase : 8.00%
FY 24 CPI Increase: 3.80%
FY 25 CPI increase: 2.90%

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Construction Services Expense

Department Number: 21164 Account Number: 60313

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,998	$3,000	$5,065	$3,000	$5,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,500	$4,500		$1,500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Storage Building	$1,000.00
Over Head Door	$3,500.00
Total:	*$4,500.00*

FY 25 Projection: Need work on overhead door. Rollers, panels, etc

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Waste Tipping Fee Expense

Department Number: 21164 Account Number: 60340

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$333,739	$375,801	$421,097	$378,801	$378,801

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$388,988	$388,988		$10,187

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

		Tons	*Rate*	
July 1, 2025 through June 30, 2026 (Estimated)		4,650	$72.71	$338,101.50
Include 700 tons of large item debris/Curbside		700	$72.71	$50,897.00

3.8 % increase starting January 1				$388,998.50
Old rate was $70.66				

January 2023 CPI		8.00%
January 2024 CPI		3.80%
January 2025 CPI		2.90%

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Non-Burnable Disposal Exp

Department Number: 21164 Account Number: 60341

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$32,313	$21,000	$29,940	$31,000	$40,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$37,000	$37,000		$6,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Violations curbside Furniture, etc.	$	3,000.00
One HHW Collection Event :		$28,000
Tires, waste oils/lubricants, etc. :		$6,000
Total:	$	37,000.00

FY25 Projection: HHW From 21k to 27k

with the increasing costs; might be worth more control to limit to Biddeford residents only

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Rodent Control Expense

Department Number: 21164 Account Number: 60345

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$591	$1,200	$111	$1,200	$1,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,200	$1,100		-$100

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

PW Facility :	$1,000
Landfill :	$200
Total:	$1,200

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Diesel Fuel Expense

Department Number: 21164 Account Number: 60410

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$44,469	$63,570	$62,636	$63,338	$63,338

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$63,338	$63,338		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Rate/Gal	Gallons	Total
7/1/25 - 12/30/25	$3.46	9,153	$31,669.38
1/1/26 - 6/30/26 (est)	$3.46	9,153	$31,669.38
Estimated # $3.34 after March 31, 2025		Total:	$63,338.76

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Bottled Gas Expense

Department Number: 21164 Account Number: 60412

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,507	$1,650	$1,730	$1,650	$1,650

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,650	$1,600		-$50

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 25 Projection: Fixed price for forklifts.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Operating Equip Repair Exp

Department Number: 21164 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,533	$6,000	$7,835	$6,000	$6,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,000	$5,500		-$500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Bailers :	$2,700
Unit #82	$1,600
Unit #83	$0
Compactor	$1,700
Total:	$6,000

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 21164 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$69,882	$41,600	$52,530	$41,600	$63,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$41,600	$41,600		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Unit #	Cost	
22	$13,700	PM, Tires (1) set, Brakes (1) set, Misc items
23	$7,800	Brakes, tires and body work. Old Packer spare
24	$13,700	PM, Tires (1) set, Brakes (1) set, Misc items
61	$1,100	Recycling Duty truck.
40% of 78	$7,700	Sludge truck
Total:	$44,000	

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21164 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,415	$3,650	$2,538	$4,150	$4,150

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,150	$4,150		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Boots moved to 60230

Bailing wire :	$2,250
Stickers :	$1,000
Bins :	$900
Total:	$4,150

Fy 25 Projection; Needed items for daily operations.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Printing & Copying Expense

Department Number: 21164 Account Number: 60502

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,451	$7,500	$7,923	$6,500	$6,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,500	$6,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Funding for Solid Waste Commission for education, advertising, informational documents, Earth Machines.

Education $6,500

FY 25 Projection: Heavy education.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Equipment/Small Tools-Non-cap

Department Number: 21164 Account Number: 60506

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,324	$1,500	$613	$1,500	$1,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,500	$1,300		-$200

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Small tools :	$750
Misc. :	$750
Total:	$1,500

CM - Based on actual

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Solid Waste Management

Account Title: Miscellaneous Expense

Department Number: 21164 Account Number: 60797

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$19,700	$10,350	$5,967	$10,350	$10,350

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,350	$10,350		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Land Fill Monitoring	$7,000.00
Transfer Station License/Fees:	$500.00
Monitoring well repairs	$2,000.00
Composting License	$850.00
Total:	$10,350.00

FY 25 Projection: All permit required

City of Biddeford, Maine

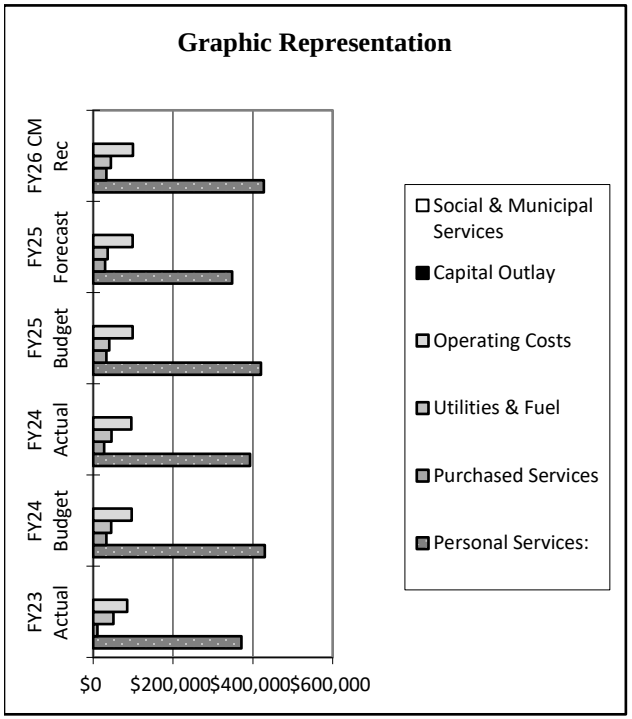
Fiscal Year 2026

Budget: Parks Maintenance

Account Number: 21165

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$371,037	$429,731	$392,987	$420,669	$348,362	$148,311	$427,174	$427,174
Purchased Services	$10,748	$33,274	$27,216	$33,274	$30,000	$3,970	$33,274	$30,000
Utilities & Fuel	$50,725	$44,950	$45,955	$39,904	$35,904	$8,167	$44,032	$41,123
Operating Costs	$85,452	$96,260	$95,215	$99,185	$99,185	$21,146	$99,985	$100,285
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$517,962**	**$604,215**	**$561,373**	**$593,032**	**$513,451**	**$181,594**	**$604,465**	**$598,582**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$33,137**
Workers Comp	**$14,092**
Health Insurance	**$140,944**
Retirement	**$31,179**
Unemployment	**$390**
Other Insurance	**$5,460**
Total Fringe Benefit Impact	**$225,202**
# of Full Time Employees	**6.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$420,669	$427,174	$6,505	1.5%
Purchased Services	$33,274	$30,000	-$3,274	-9.8%
Utilities & Fuel	$39,904	$41,123	$1,219	3.1%
Operating Costs	$99,185	$100,285	$1,100	1.1%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$593,032**	**$598,582**	**$5,550**	0.9%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60102	Mid Mgmt Hrly Employee Wa	$63,075	$76,780	$76,341	$76,407	$0	$28,561	$76,407	$76,407
60105	F-T Employee Wage Exp	$245,763	$272,422	$258,018	$272,568	$263,000	$105,012	$278,978	$278,978
60106	P-T Employee Wage Exp	$24,493	$50,880	$34,784	$39,040	$33,200	$6,365	$39,040	$39,040
60111	Overtime Wage Expense	$33,590	$23,000	$20,283	$26,205	$45,712	$6,619	$26,300	$26,300
60230	Clothing/Uniforms Expense	$4,117	$6,650	$3,561	$6,450	$6,450	$1,755	$6,450	$6,450
Totals		**$371,037**	**$429,731**	**$392,987**	**$420,669**	**$348,362**	**$148,311**	**$427,174**	**$427,174**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60313	Construction Services Expense	$10,748	$33,274	$27,216	$33,274	$30,000	$3,970	$33,274	$30,000
Totals		**$10,748**	**$33,274**	**$27,216**	**$33,274**	**$30,000**	**$3,970**	**$33,274**	**$30,000**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$7,650	$19,600	$8,538	$8,250	$8,250	$2,831	$8,250	$8,250
60401	Water Expense	$14,381	$8,670	$8,817	$12,000	$8,000	$5,336	$12,000	$10,500
60404	Sewer User Fee Expense	$11,217	$1,500	$5,021	$3,000	$3,000	$0	$3,000	$3,000
60410	Diesel Fuel Expense	$6,976	$3,326	$7,767	$4,500	$4,500	$0	$9,409	$8,000
60411	Gasoline Expense	$10,501	$11,854	$15,811	$12,154	$12,154	$0	$11,373	$11,373
Totals		**$50,725**	**$44,950**	**$45,955**	**$39,904**	**$35,904**	**$8,167**	**$44,032**	**$41,123**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60450	Building Repair/Maint Exp	$1,768	$1,000	$630	$1,000	$1,000	$609	$2,000	$1,500
60452	Operating Equip Repair Exp	$0	$0	$0	$0	$0	$0	$0	$0
60453	Vehicle Repair/Tires/Oil Exp	$25,063	$32,450	$23,105	$35,700	$35,700	$0	$31,500	$31,500
60454	Grounds Maint/Improve Exp	$41,622	$44,910	$56,489	$44,910	$44,910	$18,166	$47,910	$47,910
60461	Repair/Maint-CommunsEquip	$0	$0	$0	$0	$0	$0	$0	$0
60500	Admin/Office Supp/Eqt Non-C	$263	$500	$79	$425	$425	$0	$425	$2,425
60501	Operating Supp/Eqt Non-Cap	$2,360	$1,400	$2,248	$1,400	$1,400	$896	$1,400	$1,400
60505	Construction Supplies	$2,975	$5,000	$4,446	$4,750	$4,750	$816	$4,750	$4,550
60506	Equipment/Small Tools-Non-c	$8,960	$9,000	$5,982	$9,000	$9,000	$1	$10,000	$9,000
60509	Cleaning Supplies Expense	$2,442	$2,000	$2,236	$2,000	$2,000	$659	$2,000	$2,000
Totals		**$85,452**	**$96,260**	**$95,215**	**$99,185**	**$99,185**	**$21,146**	**$99,985**	**$100,285**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21165 Parks Maintenance

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
PARKS MAINTENANCE SUPERVISOR	10170	1.00	81,946.56	82,261.74	82,261.74	BLAIS	NICHOLAS	60102
EQUIPMENT OPERATOR III	11092	1.00	54,496.00	54,705.60	54,705.60	OPITZ	JASON	60105
PARKS MAINTENANCE WORKER	9957	1.00	61,027.20	61,261.92	61,261.92	CANTARA	RONALD	60105
PARKS MAINTENANCE WORKER	10266	1.00	59,404.80	59,633.28	59,633.28	ROUSELLE	THOMAS	60105
LABORER I/UTILITY	11373	1.00	45,801.60	45,977.76	45,977.76	PREJEAN	MATTHEW	60105
TRUCK DRIVER I	10656	1.00	57,179.20	57,399.12	57,399.12	SPEAR	MICHAEL	60105
P-T PARKS MAINTENANCE WORKERS	26	-	39,040.00	39,040.00	39,040.00	0	0	60106
JOB ADJUSTMENTS	24	-	-	-	-	VARIOUS	0	60105
TOTAL BUDGETED POSITIONS		**6.00**	**398,895.36**	**400,279.42**	**400,279.42**			

Notes:

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21165 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$63,075	$76,780	$76,341	$76,407	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$76,407	$76,407		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Parks Foreman salary.

See Payroll Workseet for details

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: F-T Employee Wage Exp

Department Number: 21165 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$245,763	$272,422	$258,018	$272,568	$263,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$278,978	$278,978		$6,410

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Wages for the following positions :

4 Parks Maintenance Workers operator #3
Truck Driver 2

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: P-T Employee Wage Exp

Department Number: 21165 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$24,493	$50,880	$34,784	$39,040	$33,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$39,040	$39,040		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Wages for 2 Downtown part time summer maintenance gardening employees - Dedicated Downtown Part Time

Positions	$$/Hr	Hrs/Wk	Wks/Yr	Total
2	$24.00	24	20	**$23,040.00**

Downtown Part Time Helper Summer/Winter @ $20.00 per hr for 800 hrs

Positions	$$/Hr	Total Hrs/Yr	Total
1	$20.00	800	**$16,000.00**

Total **$39,040.00**

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Overtime Wage Expense

Department Number: 21165 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$33,590	$23,000	$20,283	$26,205	$45,712

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$26,300	$26,300		$95

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Overtime needs based upon historical data

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Clothing/Uniforms Expense

Department Number: 21165 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,117	$6,650	$3,561	$6,450	$6,450

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,450	$6,450		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contractual obligation for clothing for the following positions :

Parks Foreman	$750.00
5 Parks Maintenance Workers @ $950	$4,750.00
Truck Driver II @ $950	$950.00
Total:	$6,450.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Construction Services Expense

Department Number: 21165 Account Number: 60313

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$10,748	$33,274	$27,216	$33,274	$30,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$33,274	$30,000		-$3,274

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Sports Field Inc.	$	24,274.00
Irrigation:	$	3,000.00
Cover/Uncover Ball field lights:	$	1,000.00
Irrigation, Liberty park, Clifford, etc.	$	5,000.00
	$	33,274.00

FY 25 will be exspended. Fencing repairs.
Continue work on Grub control.

CM -Based on history

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Electricity Expense

Department Number: 21165 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7,650	$19,600	$8,538	$8,250	$8,250

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,250	$8,250		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Estimate based on historical data

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Water Expense

Department Number: 21165 Account Number: 60401

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$14,381	$8,670	$8,817	$12,000	$8,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$12,000	$10,500		-$1,500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected costs based on historical data.

Lester B - Bath House - St. Louis

Kamess Festival

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Sewer User Fee Expense

Department Number: 21165 Account Number: 60404

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$11,217	$1,500	$5,021	$3,000	$3,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,000	$3,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected cost based upon historical data
St. Louis Alumni Field facility, Rotary Park, Mayfield

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Diesel Fuel Expense

Department Number: 21165 Account Number: 60410

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6,976	$3,326	$7,767	$4,500	$4,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$9,409	$8,000		$3,500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected 3085 gallons Based on winter operations

Contract reads (60,000) Gallons Beginning on 4/1/24 @ $2.88 per
10/31/24 (or till Qty used) $2.81 per Gallon (60,000) 2/1/25

yearly usage changes as events change yearly. Trackless, bachoe, request,etc.

CM - Based on history

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Gasoline Expense

Department Number: 21165 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$10,501	$11,854	$15,811	$12,154	$12,154

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$11,373	$11,373		-$781

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected Use: 3791 Gallons

$2.74 through 10/31/25
Or untill Qty used

$2.74 through 10/31/25

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Building Repair/Maint Exp

Department Number: 21165 Account Number: 60450

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,768	$1,000	$630	$1,000	$1,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,000	$1,500		$500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Winterizing St. Louis Field bldg. :		$1,000
Utility systems :		$1,000
Repair rear of building.		
	Total:	$2,000

FY 25 Projection: Winterizing paid out of Ground need to do Journal entry.

CM - Based on history

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Operating Equip Repair Exp

Department Number: 21165 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Combined with 60453

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 21165 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$25,063	$32,450	$23,105	$35,700	$35,700

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$31,500	$31,500		-$4,200

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Parks vehicles, trailers and all equipment large and small.

FY 25 Projections: Maintainance of equipment.

Projection for FY 25 Tires, Brakes, grease,oils.general services.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Grounds Maint/Improve Exp

Department Number: 21165 Account Number: 60454

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$41,622	$44,910	$56,489	$44,910	$44,910

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$47,910	$47,910		$3,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Agricultural Supplies (loam, seed, Fertilizer)		$1,200
Play ground chips/Bark mulch		$4,950
Atheltic Field Paint		$5,350
	Total:	**$11,500**
Down Town Flowers		
Hanging Baskets		$2,800
Soil		$225
Plants Annuals		$7,500
Planters		$6,500
Misc.		$475
	Total:	**$17,500**
Maintenance of trees		$5,500
Turface/Speedy dry		$12,000
Dog waste		$1,410
	Total:	**$18,910**
	Grand Total:	**$47,910**

FY 25 projection: May Street and Pearl Street islands added to budget exspence.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Repair/Maint-CommunsEquip

Department Number: 21165 Account Number: 60461

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21165 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$263	$500	$79	$425	$425

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$425	$2,425		$2,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	FY25	*FY26*
Misc. office supplies	$425.00	$425.00
Project Canopy Admin Support (moved from 21128)		$2,000.00
	$425.00	$2,425.00

CM - Project Canopy moved from Municipal Services

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21165 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,360	$1,400	$2,248	$1,400	$1,400

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,400	$1,400		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Safety Equipment :	$600
Medical Supplies :	$800
Total:	$1,400

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Construction Supplies

Department Number: 21165 Account Number: 60505

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,975	$5,000	$4,446	$4,750	$4,750

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,750	$4,550		-$200

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fencing :	$1,500
Benches :	$950
Trash Cans :	$1,500
Stone, Loam, Etc :	$600
Misc. :	$200
Total:	$4,750

FY 26 projection: Mainly summer activity will use total as we are replacing some older cans, benches.

CM - Based on history

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Equipment/Small Tools-Non-cap

Department Number: 21165 Account Number: 60506

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$8,960	$9,000	$5,982	$9,000	$9,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,000	$9,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Mower, walk behind blower.	$7,000
Rakes/shovels, weed wackers, blowers	$3,000
	$10,000

CM - based on history

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Parks Maintenance

Account Title: Cleaning Supplies Expense

Department Number: 21165 Account Number: 60509

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,442	$2,000	$2,236	$2,000	$2,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,000	$2,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 26 projection: Supplies for rest rooms

City of Biddeford, Maine

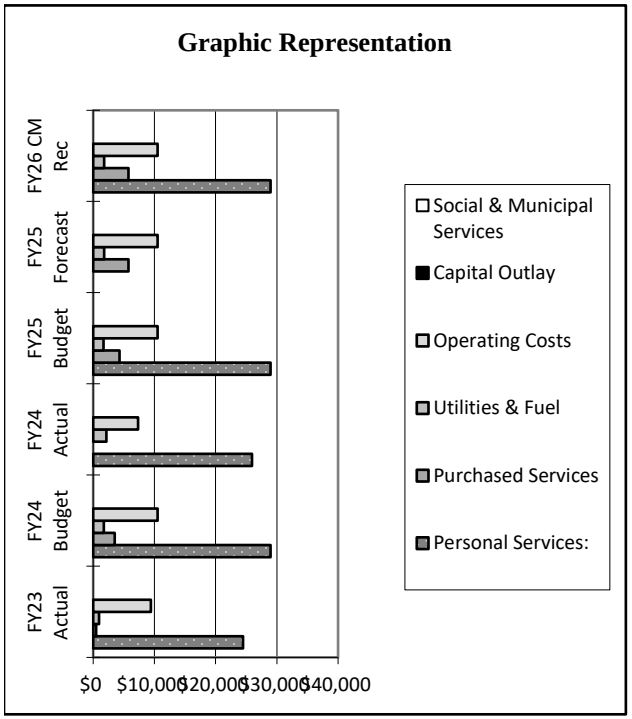
Fiscal Year 2026

Budget: Cemetery

Account Number: 21166

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$24,463	$28,993	$25,920	$28,993	$0	$8,604	$28,993	$28,993
Purchased Services	$500	$3,500	$0	$4,300	$5,750	$0	$5,750	$4,300
Utilities & Fuel	$974	$1,734	$2,174	$1,681	$1,805	$257	$1,805	$1,805
Operating Costs	$9,440	$10,525	$7,344	$10,525	$10,525	$170	$10,525	$9,050
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$35,378**	**$44,752**	**$35,438**	**$45,499**	**$18,080**	**$9,031**	**$47,073**	**$44,148**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):

FICA	**$2,218**
Workers Comp	**$1,112**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$125**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$3,455**
# of Full Time Employees	**0.25**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$28,993	$28,993	$0	0.0%
Purchased Services	$4,300	$4,300	$0	0.0%
Utilities & Fuel	$1,681	$1,805	$124	7.4%
Operating Costs	$10,525	$9,050	-$1,475	-14.0%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$45,499**	**$44,148**	**-$1,351**	-3.0%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$4,015	$4,015	$4,014	$4,015	$0	$0	$4,015	$4,015
60107	Temp/Seasonal Emp Wage Ex	$20,448	$24,978	$21,906	$24,978	$0	$8,604	$24,978	$24,978
Totals		**$24,463**	**$28,993**	**$25,920**	**$28,993**	**$0**	**$8,604**	**$28,993**	**$28,993**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60310	Service Contracts Expense	$500	$3,500	$0	$4,300	$5,750	$0	$5,750	$4,300
Totals		**$500**	**$3,500**	**$0**	**$4,300**	**$5,750**	**$0**	**$5,750**	**$4,300**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$383	$553	$528	$400	$400	$257	$400	$400
60401	Water Expense	$170	$306	$944	$275	$275	$0	$275	$275
60402	Phone/Celular/Paging Exp	$84	$200	$0	$200	$324	$0	$324	$324
60410	Diesel Fuel Expense	$117	$300	$265	$346	$346	$0	$346	$346
60411	Gasoline Expense	$220	$375	$437	$460	$460	$0	$460	$460
Totals		**$974**	**$1,734**	**$2,174**	**$1,681**	**$1,805**	**$257**	**$1,805**	**$1,805**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60450	Building Repair/Maint Exp	$0	$500	$500	$500	$500	$95	$500	$375
60452	Operating Equip Repair Exp	$1,976	$3,000	$1,197	$3,000	$3,000	$0	$3,000	$1,800
60454	Grounds Maint/Improve Exp	$172	$900	$218	$900	$900	$75	$900	$900
60457	Road Maint/Improve Non-Cap	$5,087	$5,000	$5,000	$5,000	$5,000	$0	$5,000	$5,000
60501	Operating Supp/Eqt Non-Cap	$52	$125	$20	$125	$125	$0	$125	$125
60506	Equipment/Small Tools-Non-c	$2,154	$1,000	$409	$1,000	$1,000	$0	$1,000	$850
Totals		**$9,440**	**$10,525**	**$7,344**	**$10,525**	**$10,525**	**$170**	**$10,525**	**$9,050**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21166 Cemetery

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
SUPERVISOR OF BURIALS	10362	0.25	$ 4,000	$ 4,015	$ 4,015	LETELLIER	JOHN	60101
CEMETERY MAINTENANCE WORKERS	27	-	$ 24,882	$ 24,978	$ 24,978	PART-TIMES		60107
TOTAL BUDGETED POSITIONS		**0.25**	**$ 28,882**	**$ 28,993**	**$ 28,993**			

Notes:

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Dept Manager Salary Exp

Department Number: 21166 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,015	$4,015	$4,014	$4,015	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,015	$4,015		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Wages for Superintendent of Burials.

See Payroll worksheeet for details

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Temp/Seasonal Emp Wage Exp

Department Number: 21166 Account Number: 60107

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$20,448	$24,978	$21,906	$24,978	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$24,978	$24,978	$24,978	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Wages for two part time cemetery workers.

See Payroll worksheet for details

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Service Contracts Expense

Department Number: 21166 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$500	$3,500	$0	$4,300	$5,750

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,750	$4,300		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected cost for flags for Veterans' graves and/or as needed.
No more used flags. Will need to order inventory.

FY 25 Projection: New flags from 1.75 to 2.25 each 3300 @ $1.75 (2) large flags

CM - based on historical data and new flags in 2025

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Electricity Expense

Department Number: 21166 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$383	$553	$528	$400	$400

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$400	$400		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Estimate from prior years data.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Water Expense

Department Number: 21166 Account Number: 60401

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$170	$306	$944	$275	$275

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$275	$275		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Phone/Celular/Paging Exp

Department Number: 21166 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$84	$200	$0	$200	$324

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$324	$324		$124

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Flip phone for Burial worker
27.00 x 12

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Diesel Fuel Expense

Department Number: 21166 Account Number: 60410

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$117	$300	$265	$346	$346

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$346	$346		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected Useage 100 gals.

	Price/Gal	Gallons	
7/1/25 - 6/30/26	$3.46	100	$346.00
		Total:	**$346.00**

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Gasoline Expense

Department Number: 21166 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$220	$375	$437	$460	$460

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$460	$460		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Price/Gal	Gallons	Totals
7/1/25 - 6/30/26	$3.05	150	$457.50

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Building Repair/Maint Exp

Department Number: 21166 Account Number: 60450

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$500	$500	$500	$500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$375		-$125

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

General repairs

CM - based on historical data

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Operating Equip Repair Exp

Department Number: 21166 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,976	$3,000	$1,197	$3,000	$3,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,000	$1,800		-$1,200

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

(1) Riding edger	$2,500
Blower	$400
Weed whacker string	$100
Total:	$3,000

CM - Based on historical data

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Grounds Maint/Improve Exp

Department Number: 21166 Account Number: 60454

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$172	$900	$218	$900	$900

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$900	$900		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Loam	$650
Seed & Fertilizer	$250
Total:	$900

FY 25 will be used for loaminmng and seed of new burial areas that need attention

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Road Maint/Improve Non-Cap

Department Number: 21166 Account Number: 60457

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,087	$5,000	$5,000	$5,000	$5,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000	$5,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Paving costs for approx. 500 LF of roadway	$	2,500.00
Fence replacement	$	2,500.00
Total	$	5,000.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21166 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$52	$125	$20	$125	$125

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$125	$125		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Rags, trash bags, cleaners, etc.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Cemetery

Account Title: Equipment/Small Tools-Non-cap

Department Number: 21166 Account Number: 60506

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,154	$1,000	$409	$1,000	$1,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,000	$850		-$150

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

mower attachments	$800.00
Misc. Tools	$200.00
Total	**$1,000.00**

City of Biddeford, Maine

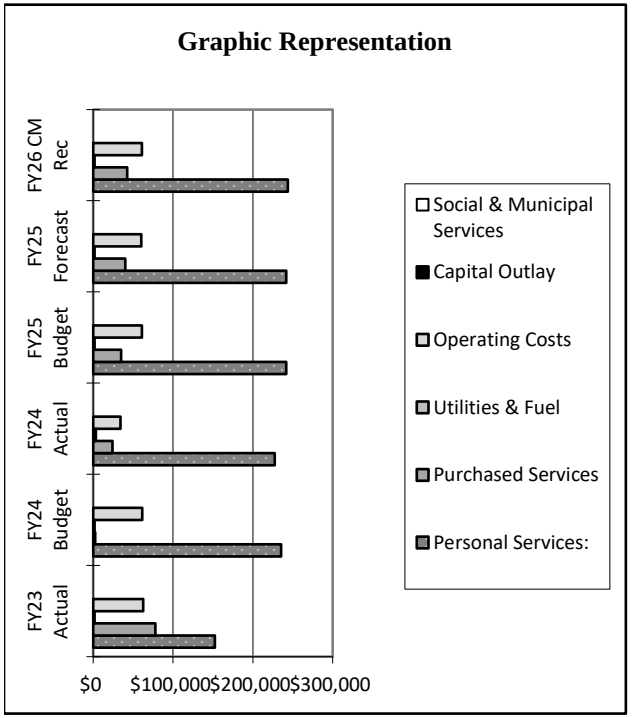
Fiscal Year 2026

Budget: Engineering

Account Number: 21167

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$152,437	$235,272	$227,389	$241,729	$241,780	$84,765	$244,000	$243,600
Purchased Services	$77,724	$2,600	$24,209	$35,100	$40,100	$11,412	$42,600	$42,080
Utilities & Fuel	$1,570	$1,650	$3,239	$1,650	$1,700	$1,480	$1,650	$1,650
Operating Costs	$62,534	$61,450	$34,284	$60,950	$60,150	$11,159	$60,950	$60,825
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$294,266**	**$300,972**	**$289,121**	**$339,429**	**$343,730**	**$108,816**	**$349,200**	**$348,155**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$23,522**
Workers Comp	**$6,350**
Health Insurance	**$48,621**
Retirement	**$28,490**
Unemployment	**$184**
Other Insurance	**$2,248**
Total Fringe Benefit Impact	**$109,415**
# of Full Time Employees	**3.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$241,729	$243,600	$1,870	0.8%
Purchased Services	$35,100	$42,080	$6,980	19.9%
Utilities & Fuel	$1,650	$1,650	$0	0.0%
Operating Costs	$60,950	$60,825	-$125	-0.2%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$339,429**	**$348,155**	**$8,725**	2.6%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$93,157	$104,379	$106,569	$115,621	$115,621	$40,830	$118,891	$118,891
60102	Mid Mgmt Hrly Employee Wa	$5,207	$86,607	$1,742	$0	$0	$0	$0	$0
60105	F-T Employee Wage Exp	$53,798	$40,676	$114,240	$122,284	$122,284	$43,277	$121,034	$121,034
60111	Overtime Wage Expense	$0	$300	$0	$0	$0	$0	$0	$0
60230	Clothing/Uniforms Expense	$532	$1,200	$1,131	$1,200	$1,200	$397	$1,200	$800
60251	Conferences/Training Expense	($272)	$500	$1,188	$1,000	$800	$0	$1,000	$1,000
60252	Travel/Mileage Expense	($197)	$750	$1,306	$500	$750	$260	$750	$750
60256	Dues/Memberships Expense	$198	$325	$562	$325	$325	$0	$325	$325
60257	Professional License Fees Exp	$14	$535	$651	$800	$800	$0	$800	$800
Totals		**$152,437**	**$235,272**	**$227,389**	**$241,729**	**$241,780**	**$84,765**	**$244,000**	**$243,600**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60304	Registry of Deeds Fee Expens	$0	$100	$0	$100	$100	$0	$100	$100
60306	Other Prof/Consult Srvs Exp	$76,514	$0	$22,020	$32,500	$35,000	$10,146	$37,500	$37,500
60310	Service Contracts Expense	$1,210	$2,500	$2,189	$2,500	$5,000	$1,265	$5,000	$4,480
Totals		**$77,724**	**$2,600**	**$24,209**	**$35,100**	**$40,100**	**$11,412**	**$42,600**	**$42,080**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60402	Phone/Celular/Paging Exp	$995	$1,250	$2,787	$1,250	$1,500	$1,480	$1,250	$1,250
60411	Gasoline Expense	$575	$400	$452	$400	$200	$0	$400	$400
Totals		**$1,570**	**$1,650**	**$3,239**	**$1,650**	**$1,700**	**$1,480**	**$1,650**	**$1,650**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60452	Operating Equip Repair Exp	$834	$1,000	$587	$1,000	$800	$0	$1,000	$875
60453	Vehicle Repair/Tires/Oil Exp	$7,246	$500	$3,343	$500	$500	$0	$500	$500
60500	Admin/Office Supp/Eqt Non-C	$652	$1,300	$1,611	$1,300	$1,000	$146	$1,300	$1,300
60501	Operating Supp/Eqt Non-Cap	$2,484	$2,500	$501	$2,000	$1,800	$25	$2,000	$2,000
60502	Printing & Copying Expense	$76	$150	$0	$150	$50	$0	$150	$150
60797	Miscellaneous Expense	$51,242	$56,000	$28,243	$56,000	$56,000	$10,987	$56,000	$56,000
Totals		**$62,534**	**$61,450**	**$34,284**	**$60,950**	**$60,150**	**$11,159**	**$60,950**	**$60,825**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21167 Engineering

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
CITY ENGINEER	11096	1.00	118,435.00	118,890.72	118,890.72	CHECKAN	CRAIG	60101
ENGINEERING TECH	61915	1.00	45,170.32	45,344.05	45,344.05	SANCHIONI	ROBERT	60105
STAFF ENGINEER	11316	1.00	75,400.00	75,690.00	75,690.00	CAYER	PATRICK	60105
TOTAL BUDGETED POSITIONS		**3.00**	**239,005.32**	**239,924.77**	**239,924.77**			

Notes:

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Dept Manager Salary Exp

Department Number: 21167 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$93,157	$104,379	$106,569	$115,621	$115,621

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$118,891	$118,891		$3,270

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Craig Chekan 100% of Salary

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21167 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,207	$86,607	$1,742	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

See payroll worksheet for details.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: F-T Employee Wage Exp

Department Number: 21167 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$53,798	$40,676	$114,240	$122,284	$122,284

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$121,034	$121,034		-$1,250

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

See payroll worksheet for details.

Robert Sanchioni 65% of Salary
Patrick Cayer 100% of Salary

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Overtime Wage Expense

Department Number: 21167 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$300	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Clothing/Uniforms Expense

Department Number: 21167 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$532	$1,200	$1,131	$1,200	$1,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,200	$800		-$400

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Protective Safety Clothing Allowance for following positions:

City Engineer
Field Engineer
Eng. Tech.

CM - historical data 5-yrs

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Conferences/Training Expense

Department Number: 21167 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
-$272	$500	$1,188	$1,000	$800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,000	$1,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Continuing Education/PDH Credits

Increase in PDH training costs; Field Engineer added (professional land surveyor)

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Travel/Mileage Expense

Department Number: 21167 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
-$197	$750	$1,306	$500	$750

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$750	$750		$250

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Mileage & Tolls for: Seminars, Training, Meetings

Annual budget has always been $1k. Department requested $1k last year; however, budget was cut in half unannounced
Our Field Engineer uses his personal vehicle to travel to construction sites around town (non-WW)

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Dues/Memberships Expense

Department Number: 21167 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$198	$325	$562	$325	$325

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$325	$325		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Annual Membership Dues

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Professional License Fees Exp

Department Number: 21167 Account Number: 60257

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$14	$535	$651	$800	$800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$800	$800		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

PE License, PLS License, SE License - Renewals
Field engineer (PLS) staff

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Registry of Deeds Fee Expense

Department Number: 21167 Account Number: 60304

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$100	$0	$100	$100

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100	$100		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Hard-copy deed prints

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Other Prof/Consult Srvs Exp

Department Number: 21167 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$76,514	$0	$22,020	$32,500	$35,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$37,500	$37,500		$5,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Private design consultants, MS4 consulting, permit renewals
MS4 permit requirements (LID, outfall sampling)
ISWG MS4 Annual Dues = ±$16k
IES MS4 Annual Dues = ±$16k
Annual budget has always been $40k. Department requested $40k last year; however, budget was cut by $7.5k unannounced
MUNIS FY25 YTD is not accurate; should at least be $16k from IES dues

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Service Contracts Expense

Department Number: 21167 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,210	$2,500	$2,189	$2,500	$5,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000	$4,480		$1,980

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Notheast Stormwater Services	$1,000	1	$	1,000.00
Annual stormwater structure inspection (Pearl Street)				
BlueBeam Annual License	$480	1	$	480.00
AutoCAD Civil 3D Annual License	$3,000	1	$	3,000.00
(3-yr renewal previously billed to different code)				
~~Spiller's (printr svc agreement)~~	~~$1,417~~	0	$	-
			$	4,480.00

MUNIS FY25 YTD is not accurate

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Phone/Celular/Paging Exp

Department Number: 21167 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$995	$1,250	$2,787	$1,250	$1,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,250	$1,250		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Monthly GPS AT&T Service, Field Tablet Monthly Service
35102-60402 needs to be utilized for monthly Verizon Billing

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Gasoline Expense

Department Number: 21167 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$575	$400	$452	$400	$200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$400	$400		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Unit 59 is all electric
Unit 33 SUV gas still required

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Operating Equip Repair Exp

Department Number: 21167 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$834	$1,000	$587	$1,000	$800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,000	$875		-$125

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Plotter Maintenance & Repair

CM - Based on historical data

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 21167 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7,246	$500	$3,343	$500	$500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Unit #59 electric truck requires 2 maintenance service checks/year; brakes and tires

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21167 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$652	$1,300	$1,611	$1,300	$1,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,300	$1,300		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Office supplies, plotter ink & paper

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21167 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,484	$2,500	$501	$2,000	$1,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,000	$2,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Survey supplies :	$	1,000.00
Construction supplies :	$	750.00
Small tools :	$	200.00
Safety equip. ;	$	50.00
	$	2,000.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Printing & Copying Expense

Department Number: 21167 Account Number: 60502

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$76	$150	$0	$150	$50

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$150	$150		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Printing of plans and specifications by outside vendors

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** Engineering

Account Title: Miscellaneous Expense

Department Number: 21167 Account Number: 60797

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$51,242	$56,000	$28,243	$56,000	$56,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$56,000	$56,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Outside surveying services :	$	6,000.00
Outside Engineering Services :	$	50,000.00
	$	56,000.00

City of Biddeford, Maine

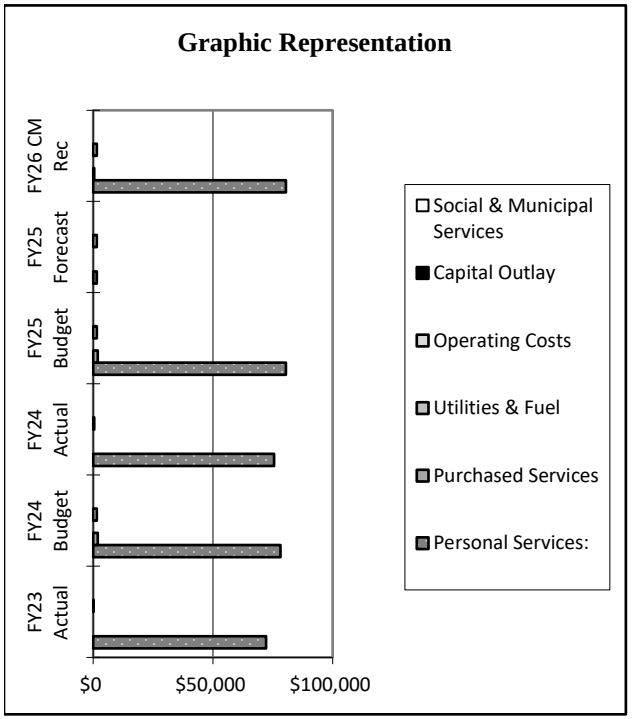
Fiscal Year 2026

Budget: GIS Division

Account Number: 21168

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$72,253	$78,217	$75,566	$80,488	$1,495	$29,001	$80,484	$80,484
Purchased Services	$0	$1,960	$0	$1,960	$0	$0	$500	$320
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$89	$1,555	$404	$1,555	$1,555	$1,259	$1,555	$1,095
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$72,342**	**$81,732**	**$75,969**	**$84,003**	**$3,050**	**$30,259**	**$82,539**	**$81,899**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$6,043**
Workers Comp	**$1,577**
Health Insurance	**$25,167**
Retirement	**$8,057**
Unemployment	**$58**
Other Insurance	**$780**
Total Fringe Benefit Impact	**$41,682**
# of Full Time Employees	**1.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$80,488	$80,484	-$4	0.0%
Purchased Services	$1,960	$320	-$1,640	-83.7%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$1,555	$1,095	-$460	-29.6%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$84,003**	**$81,899**	**-$2,104**	-2.5%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60102	Mid Mgmt Hrly Employee Wa	$71,653	$76,714	$74,556	$78,993	$0	$29,001	$78,989	$78,989
60230	Clothing/Uniforms Expense	$0	$0	$0	$0	$0	$0	$0	$0
60251	Conferences/Training Expense	$375	$800	$485	$800	$800	$0	$800	$800
60252	Travel/Mileage Expense	$0	$203	$0	$170	$170	$0	$170	$170
60256	Dues/Memberships Expense	$225	$225	$250	$250	$250	$0	$250	$250
60257	Professional License Fees Exp	$0	$275	$275	$275	$275	$0	$275	$275
Totals		**$72,253**	**$78,217**	**$75,566**	**$80,488**	**$1,495**	**$29,001**	**$80,484**	**$80,484**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60306	Other Prof/Consult Srvs Exp	$0	$1,960	$0	$1,960	$0	$0	$500	$320
Totals		**$0**	**$1,960**	**$0**	**$1,960**	**$0**	**$0**	**$500**	**$320**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60500	Admin/Office Supp/Eqt Non-C	$89	$200	$27	$200	$200	$0	$200	$75
60501	Operating Supp/Eqt Non-Cap	$0	$1,355	$377	$1,355	$1,355	$1,259	$1,355	$1,020
Totals		**$89**	**$1,555**	**$404**	**$1,555**	**$1,555**	**$1,259**	**$1,555**	**$1,095**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 21168 GIS Division

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
GIS COORD/WEBSITE ADMIN	13030	1.00	78,686.40	78,989.04	78,989.04	COPELAND	GREGORY	60102
TOTAL BUDGETED POSITIONS		**1.00**	**78,686.40**	**78,989.04**	**78,989.04**			

Notes:

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** GIS Division

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 21168 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$71,653	$76,714	$74,556	$78,993	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$78,989	$78,989		-$4

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Line item reflects salary for GIS/Web Master

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** GIS Division

Account Title: Clothing/Uniforms Expense

Department Number: 21168 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Not applicable

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** GIS Division

Account Title: Conferences/Training Expense

Department Number: 21168 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$375	$800	$485	$800	$800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$800	$800		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	***Unit***	***Unit Rate***	***Subtotal***
MSLS 2026 Annual Mtg	1	$600.00	$600.00
MSLS Fall 2025	1	$100.00	$100.00
MSLS Spring 2026	1	$100.00	$100.00
			$800.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** GIS Division

Account Title: Travel/Mileage Expense

Department Number: 21168 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$203	$0	$170	$170

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$170	$170		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	*Unit (miles)*	*Unit Rate*	*Subtotal*
MSLS 2026 Annual Mtg	130	$0.655	$85.15
MSLS 2025 Fall and 2026 Spring Mtg	130	$0.655	$85.15
			$170.30

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** GIS Division

Account Title: Dues/Memberships Expense

Department Number: 21168 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$225	$225	$250	$250	$250

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$250	$250		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	*Unit*	*Unit Rate*	*Subtotal*
MSLS	1	$250.00	$250.00
			$250.00

MSLS = Maine Society of Land Surveyors

Dues and memberships to GIS and surveyors associations

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** GIS Division

Account Title: Professional License Fees Exp

Department Number: 21168 Account Number: 60257

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$275	$275	$275	$275

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$275	$275		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	Unit	Unit Rate	Subtotal
Annual Proffessional Land Surveyor Fee	1	$275.00	$275.00

New hire not anticipated to be a licensed surveyor but carried as a contingency in the event of licensure.

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** GIS Division

Account Title: Other Prof/Consult Srvs Exp

Department Number: 21168 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,960	$0	$1,960	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$320		-$1,640

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	Unit	Unit Rate	Subtotal
Tech Supp/Consulting Contingency for GIS Website (hr)	4	$80.00	$320.00
Cleaning for plotter (unit price)	0	$1,000.00	$0.00
			$320.00

Historical spending for line item:

FY2014 Actual	$	2,487.00
FY2015 Actual	$	2,257.75
FY2016 Actual	$	2,385.43
FY2017 Actual	$	983.21
FY2018 Actual	$	177.22
FY2019 Actual	$	-
FY2020 Actual		232.97
FY2021 Actual	$	478.25
FY2022 Actual	$	-
Minimum	$	-
Average	$	1,381.77
Maximum	$	2,487.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** GIS Division

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 21168 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$89	$200	$27	$200	$200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$200	$75		-$125

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	*Unit*	*Unit Rate*	*Subtotal*
Binder Clips, Pads, Pencils, Pens, Folders, Hanging Folders, etc.	1	$200.00	$200.00

Fiscal Year 2026
Budget Request

March 24, 2025 **Department:** GIS Division

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 21168 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,355	$377	$1,355	$1,355

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,355	$1,020		-$335

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	***Unit***	***Unit Rate***	***Subtotal***
Plotter Paper	6	$60.00	$360.00
Printer Cartridges	10	$85.00	$850.00
Thumb Drives	10	$14.50	$145.00
			$1,355.00

History		
FY2014 Actual	$	1,000.00
FY2015 Actual	$	772.52
FY2016 Actual	$	1,917.85
FY2017 Actual	$	297.70
FY2018 Actual	$	226.16
FY2019 Actual	$	1,413.83
FY2020 Actual	$	-
FY2021 Actual	$	515.49
FY2022 Actual	$	-
Minimum	$	-
Average	$	682.62
Maximum	$	1,917.85

City of Biddeford, Maine

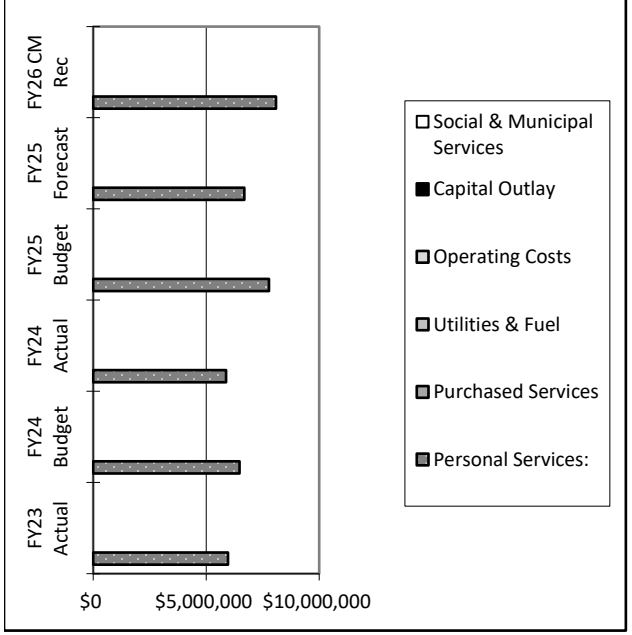
Fiscal Year 2026

Budget: Fringe Benefits

Account Number: 21179

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$5,962,727	$6,472,069	$5,875,946	$7,783,883	$6,687,285	$2,894,364	$8,083,308	$8,083,308
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$5,962,727**	**$6,472,069**	**$5,875,946**	**$7,783,883**	**$6,687,285**	**$2,894,364**	**$8,083,308**	**$8,083,308**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$1,569,129**
Workers Comp	**$0**
Health Insurance	**$4,438,276**
Retirement	**$1,815,180**
Unemployment	**$0**
Other Insurance	**$198,314**
Total Fringe Benefit Impact	**$8,020,898**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$7,783,883	$8,083,308	$299,425	3.8%
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$7,783,883**	**$8,083,308**	**$299,425**	3.8%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60129	Insurance Buyout Pay	$60,085	$45,214	$74,274	$49,841	$45,500	$35,567	$37,810	$37,810
60201	FICA/Medicare-ER Share Exp	$1,109,101	$1,331,881	$1,204,196	$1,466,046	$1,197,107	$598,553	$1,569,129	$1,569,129
60202	MPERS-Employer Share Exp	$1,510,462	$1,649,180	$1,531,642	$1,771,371	$1,554,423	$740,201	$1,632,851	$1,632,851
60203	457 Plan-Employer Share Exp	$210,115	$159,659	$39,949	$172,367	$168,000	($17,431)	$182,329	$182,329
60210	HPHC Ins Employer Share Ex	$1,199,838	$1,432,592	$1,252,416	$1,663,509	$1,583,750	$612,043	$1,915,313	$1,915,313
60211	NNEBT Ins Employer Share E	$1,717,706	$1,660,924	$1,613,855	$2,452,233	$1,933,692	$844,914	$2,522,963	$2,522,963
60212	S-T Disability ER Share Exp	$6,017	$15,768	$6,625	$6,056	$6,640	$3,361	$6,934	$6,934
60213	L-T Disability ER Share Exp	$5,101	$6,555	$5,048	$5,150	$5,180	$2,562	$5,620	$5,620
60217	RHSA Plan ER Share	$125,677	$138,099	$131,046	$176,010	$173,000	$66,044	$185,760	$185,760
60218	College Reimbursement	$18,625	$32,196	$16,894	$21,300	$19,994	$8,550	$24,600	$24,600
Totals		**$5,962,727**	**$6,472,069**	**$5,875,946**	**$7,783,883**	**$6,687,285**	**$2,894,364**	**$8,083,308**	**$8,083,308**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fringe Benefits

Account Title: Insurance Buyout Pay

Department Number: 21179 Account Number: 60129

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$60,085	$45,214	$74,274	$49,841	$45,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$37,810	$37,810		($12,031)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Increased attractiveness of buyout program; as this line goes up, the insurance line is reduced

Unit		Buyout $$	No. Participants		Total
Non-Union	$	1,500.00	6	$	9,000.00
Fire	$	3,126.52	4	$	12,506.08
Police	$	3,148.32	6	$	18,889.92
Public Works	$	3,148.32	3	$	9,444.96
				$	49,840.96

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fringe Benefits

Account Title: FICA/Medicare-ER Share Exp

Department Number: 21179 Account Number: 60201

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,109,101	$1,331,881	$1,204,196	$1,466,046	$1,197,106.60

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,569,129	$1,569,129		103,083

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FICA/Medicare taxes are paid by both the employee and employer in equal shares. FICA is 6.2% and Medicare is 1.45% of taxable wages, which is gross wages less items exempt from FICA tax, such as health, dental and vision insurance, and contributions to 125 plans.

Because these items are calculated as a percentage of wages, as wages increase, then the employer share of taxes also increases.

Budget Committee *$ 9,874.13*

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fringe Benefits

Account Title: MPERS-Employer Share Exp

Department Number: 21179 Account Number: 60202

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,510,462	$1,649,180	$1,531,642	$1,771,371	$1,554,422.7

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,632,851	$1,632,851		($138,520)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

City employees have the option to join the Maine PERS retirement system upon employment with the City. Non-union employees who participate contribute 7.05% of their gross earnings, while the City contributes 10.3% on their behalf. Union employee who participate contribute 9.7% of their gross earnings, while the City contributes 13.4% on their behalf.

As wages for employees who participate in the Maine PERS system increase, the City's contribution expense increases at a similar rate.

We currently have 193 positions budgeted as participating in Maine PERS.

Budget Committee *$ (5,134.00)*

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fringe Benefits

Account Title: 457 Plan-Employer Share Exp

Department Number: 21179 Account Number: 60203

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$210,115	$159,659	$39,949	$172,367	$168,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$182,329	$182,329		$9,962

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

The City participates in an optional 457 Plan through ICMA. Employees may choose to participate in either this 457 plan AND/OR Maine PERS. If the employee chooses to participate only in the 457 Plan, the City matches up to 5% of the employee's contribution. However, if the employee chooses to participate in both Maine PERS and the 457 plan, the City only contributes to Maine PERS.

The City is currently budgeting to make 457 plan contributions for 36 positions for FY23.

An increase in wages for employees participating in the 457 plan would indicate an increase in the City's 457 plan expense; however, not on a straight-line basis.

Budget Committee *$ 1,771.26*

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fringe Benefits

Account Title: HPHC Ins Employer Share Exp

Department Number: 21179 Account Number: 60210

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,199,838	$1,432,592	$1,252,416	$1,663,509	$1,583,750

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,915,313	$1,915,313		$251,804

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	FY23
Health Insurance	$2,065,312.84
HRA Portion of Insurance	$186,320.40
	$2,251,633.24

Fiscal Year	*Budget*	*Actual*	*Difference*
2017	$ -	$ -	-
2018	$ 1,146,012.00	$ 1,061,282.89	*84,729.11*
2019	$ 1,334,399.00	$ 1,080,569.26	*253,829.74*
2020	$ 1,322,140.00	$ 1,253,441.08	*68,698.92*
2021	$ 1,343,760.00	$ 1,150,854.32	*192,905.68*
2022	$ 1,456,904.85	$ 1,364,032.47	*92,872.38*
2023	$ 1,448,338.00		

Budget Committee $ 13.00

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fringe Benefits

Account Title: NNEBT Ins Employer Share Exp

Department Number: 21179 Account Number: 60211

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,717,706	$1,660,924	$1,613,855	$2,452,233	$1,933,692

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,522,963	$2,522,963		$70,730

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Allegiant Healthcare Rates (Police and Public Works - Teamsters Union)

	Annual - ER Share		Annual - ER Share
Police		Public Works	
Single	$10,333	Single	$10,333
2-Person	$21,706	2-Person	$21,706
Family	$24,296	Family	$24,296

Assumption when budgeting for vacancies:
Vacant positions are budgeted as if new hire will choose Family plan.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fringe Benefits

Account Title: S-T Disability ER Share Exp

Department Number: 21179 Account Number: 60212

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6,017	$15,768	$6,625	$6,056	$6,640

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,934	$6,934		$877

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Short-term disability is provided to regular, full-time, non-union and full-time firefighters who have not enrolled in another class. This benefit provides a $100/week payment to the employee should they be unable to perform the material and substantial duties of their occupation due to illness or disability. The maximum is 26 weeks of payments.

Budget Committee $ (166.80)

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fringe Benefits

Account Title: L-T Disability ER Share Exp

Department Number: 21179 Account Number: 60213

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,101	$6,555	$5,048	$5,150	$5,180

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,620	$5,620		$471

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Long-term disability is provided to regular, non-union, salaried employees and full-time union supervisors within the public works department, due to their sick bank. If they are unable to perform the material and substantial duties of their occupation due to illness or disability, they can received 60% of their wage, with a $5,000 monthly maximum, beginning after 180 calendar days of disability within a 360 day period.

This benefit is calculated at 0.255% of gross wages.

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fringe Benefits

Account Title: RHSA Plan ER Share

Department Number: 21179 Account Number: 60217

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$125,677	$138,099	$131,046	$176,010	$173,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$185,760	$185,760		$9,750

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

The RHSA Plan expense represents the City's share of the contribution to each employee's Retiree Health Savings Plan. Employees contribute $15/week with a City match of $15/week for a total City expense of $780 annually. These funds can then be used by the employee upon retirement or separation from service for qualified medical expenses.

The increase here would be directly related to the number of positions added to the budget, not an increase in wage expense.

Budget Committee $ (780.00)

Fiscal Year 2026
Budget Request

March 25, 2025 **Department:** Fringe Benefits

Account Title: College Reimbursement

Department Number: 21179 Account Number: 60218

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$18,625	$32,196	$16,894	$21,300	$19,994

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$24,600	$24,600		$3,300

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Months	No. Employees	Rate	Subtotal
Police Dept	12	7	$150.00	$12,600.00
Public Works	12	3	$100.00	$3,600.00
Non-union	12	2	$100.00	$2,400.00
Fire	12	5	$100.00	$6,000.00
				$24,600.00

CURRENT 2/2025

Police Dept	12	6	$150.00	$10,800.00
Public Works	12	3	$100.00	$3,600.00
Non-union/FD	12	2	$100.00	$2,400.00
Fire	12	3	$100.00	$3,600.00

*due to heavy recruiting we believe FD and PD numbers may increase by a small amount

City of Biddeford, Maine

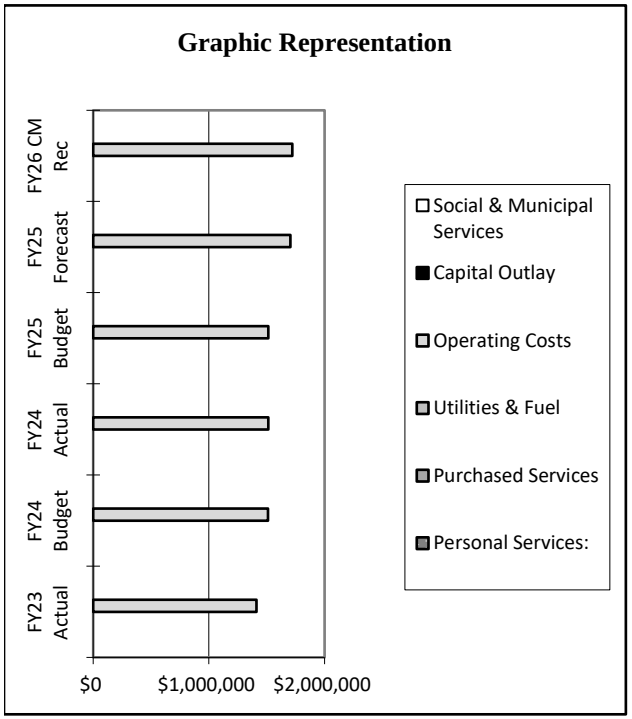
Fiscal Year 2026

Budget: County Tax

Account Number: 21181

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$1,410,767	$1,509,579	$1,513,610	$1,513,610	$1,705,563	$1,705,563	$1,720,000	$1,720,000
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$1,410,767**	**$1,509,579**	**$1,513,610**	**$1,513,610**	**$1,705,563**	**$1,705,563**	**$1,720,000**	**$1,720,000**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$1,513,610	$1,720,000	$206,390	13.6%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$1,513,610**	**$1,720,000**	**$206,390**	13.6%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60749	County Tax Expense	$1,410,767	$1,509,579	$1,513,610	$1,513,610	$1,705,563	$1,705,563	$1,720,000	$1,720,000
Totals		**$1,410,767**	**$1,509,579**	**$1,513,610**	**$1,513,610**	**$1,705,563**	**$1,705,563**	**$1,720,000**	**$1,720,000**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

April 3, 2025 **Department:** County Tax

Account Title: County Tax Expense

Department Number: 21181 Account Number: 60749

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,410,767	$1,509,579	$1,513,610	$1,513,610	$1,705,563

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,720,000	$1,720,000		$206,390

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

County Estimate (may update when County estimate is available) ..... $ 1,720,000.00

Budgeted Amount ..... $ 1,705,563.00

Held the same for the purpose of understanding the municipal budget impact; expecting increase the change in the state valuation will require Biddeford to pay more of the share

City of Biddeford, Maine

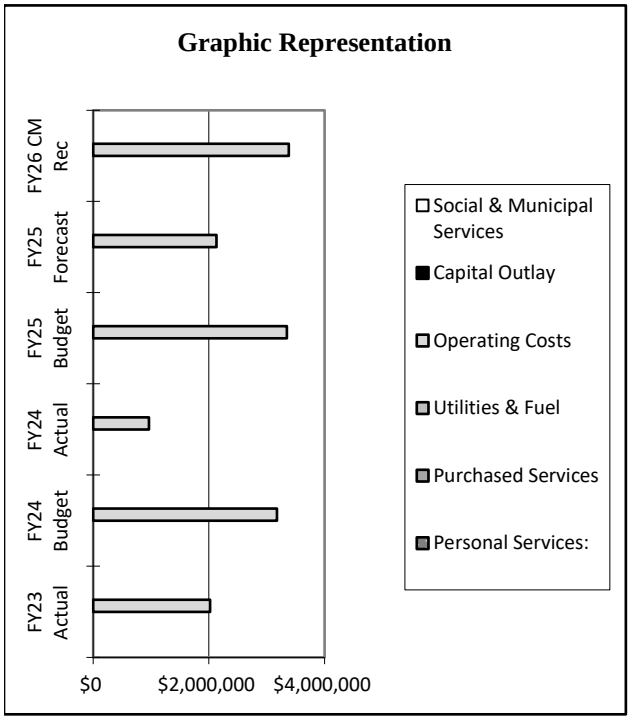
Fiscal Year 2026

Budget: Debt Service - Principal

Account Number: 21185

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$2,019,675	$3,174,837	$965,890	$3,346,376	$2,132,000	$0	$3,381,982	$3,381,982
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$2,019,675**	**$3,174,837**	**$965,890**	**$3,346,376**	**$2,132,000**	**$0**	**$3,381,982**	**$3,381,982**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$3,346,376	$3,381,982	$35,606	1.1%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$3,346,376**	**$3,381,982**	**$35,606**	1.1%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
60750	Bond Principal Expense	$1,206,896	$2,158,767	$154,806	$2,134,186	$2,132,000	$0	$2,184,750	$2,184,750
60754	Lease Principal Expense	$812,780	$1,016,070	$811,084	$1,212,190	$0	$0	$1,197,232	$1,197,232
Totals		**$2,019,675**	**$3,174,837**	**$965,890**	**$3,346,376**	**$2,132,000**	**$0**	**$3,381,982**	**$3,381,982**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/22	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

April 3, 2025 **Department:** Debt Service - Principal

Account Title: Bond Principal Expense

Department Number: 21185 Account Number: 60750

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,206,896	$2,158,767	$154,806	$2,134,186	$2,132,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 2,184,750	$ 2,184,750		$50,564

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Description	**2025**
Road	200,000.00
ARRA	29,605.50
2011 Arena	29,623.94
2013 CSO	55,000.00
2013 Roof	25,000.00
2012 CWSRF	14,400.00
2017 CSO	195,000.00
2017 Road	300,000.00
2017 Bond	410,000.00
2017 Refunding	14,181.90
Clean Water	15,495.40
MERC	287,261.30
2021 Arena	14,181.90
2022 GO	595,000.00
Total City	$ 2,184,749.94

Fiscal Year 2026
Budget Request

April 3, 2025 **Department:** Debt Service - Principal

Account Title: Lease Principal Expense

Department Number: 21185 Account Number: 60754

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$812,780	$1,016,070	$811,084	$1,212,190	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	1,197,231.84	1,197,231.84		($14,958)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

DESCRIPTION OF LEASE	**2026**
EQUIPMENT (Fire Tower Truck)	100,834.84
Plow Truck Lease 10yr	30,022.00
Equipment Lease Purchase Loan (Aug 2020)	82,640.00
FY21 Signature Leasing Refinance/New Purchase	421,974.00
Lease Purchase Loan (FY23)	82,011.00
New Copier Lease FY21	31,860.00
Radio Lease	447,890.00
Council Adj	
	1,197,231.84

City of Biddeford, Maine

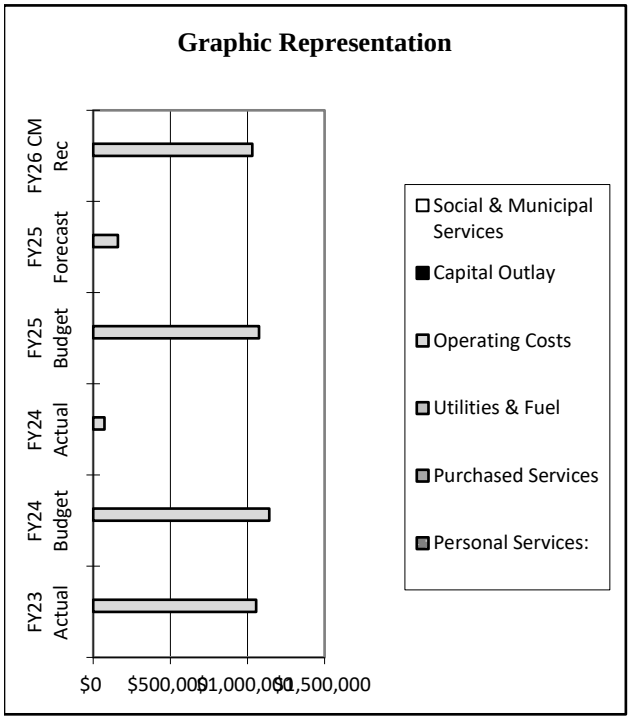
Fiscal Year 2026

Budget: Debt Service - Interest

Account Number: 21186

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$1,057,045	$1,140,458	$72,771	$1,074,361	$159,600	$0	$1,031,194	$1,031,194
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$1,057,045**	**$1,140,458**	**$72,771**	**$1,074,361**	**$159,600**	**$0**	**$1,031,194**	**$1,031,194**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$1,074,361	$1,031,194	-$43,167	-4.0%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$1,074,361**	**$1,031,194**	**-$43,167**	-4.0%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60751	Bond Interest Expense	$928,283	$1,011,066	$48,911	$914,609	$0	$0	$871,849	$871,849
60755	Lease Interest Expense	$128,761	$129,392	$23,860	$159,752	$159,600	$0	$159,345	$159,345
Totals		**$1,057,045**	**$1,140,458**	**$72,771**	**$1,074,361**	**$159,600**	**$0**	**$1,031,194**	**$1,031,194**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

April 3, 2025 **Department:** Debt Service - Interest

Account Title: Bond Interest Expense

Department Number: 21186 Account Number: 60751

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forcast
$928,283	$1,011,066	$48,911	$914,609	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$871,848.69	$871,849		($42,760)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

BOND

Description		**2026**
Road	$	1,900
ARRA	$	1,480
2011 Arena	$	6,376
2013 CSO	$	9,763
2013 Roof	$	3,706
2012 CWSRF	$	1,854
2017 CSO	$	74,100
2017 Road	$	113,650
2017 Bond	$	85,000
2017 Refunding	$	11,936
Clean Water	$	2,483
MERC	$	62,739
2021 Arena	$	11,936
2022 GO	$	484,925
Total City		871,849

Fiscal Year 2026
Budget Request

April 3, 2025 **Department:** Debt Service - Interest

Account Title: Lease Interest Expense

Department Number: 21186 Account Number: 60755

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forcast
$128,761	$129,392	$23,860	$159,752	$159,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$159,345.00	$159,345		($407)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

LEASE

DESCRIPTION OF LEASE	**2026**
	-
Fire Truck	22,860.00
Equipment	2,148.00
Plow Truck Lease 10yr	1,480.00
Equipment Lease Purchase 2020 Loan	8,270.00
FY21 Signature Leasing Refinancing/New Purchase	37,600.00
Copier Lease FY21 (56 mo. eff. 7/20/20)	3,328.00
Motorola Radio Lease	79,686.00
Equipment Lease FY23 (Firetruck/Grader/Waste Truck)	3,973.00
	159,345.00

City of Biddeford, Maine

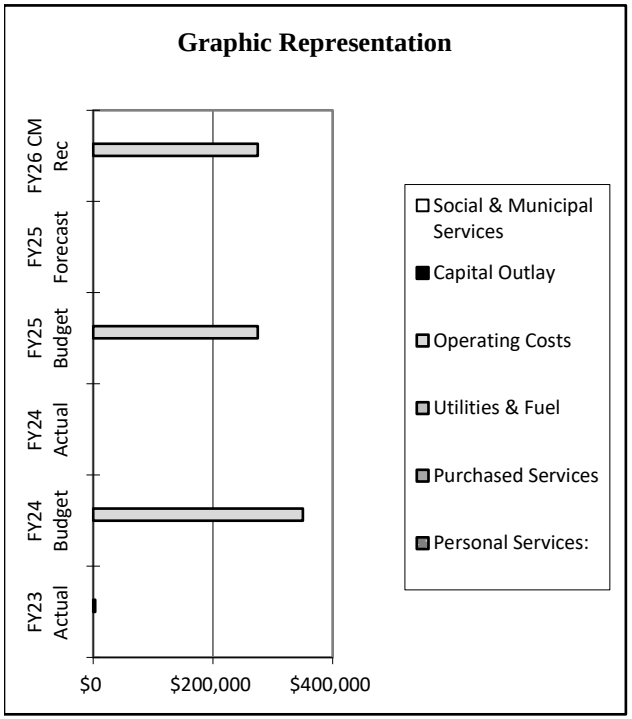
Fiscal Year 2026

Budget: Transfers Out

Account Number: 21199

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$3,235	$350,000	$0	$275,000	$0	$0	$275,000	$275,000
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$3,235**	**$350,000**	**$0**	**$275,000**	**$0**	**$0**	**$275,000**	**$275,000**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$275,000	$275,000	$0	0.0%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$275,000**	**$275,000**	**$0**	0.0%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60799	Transfer Out to Other Funds	$3,235	$350,000	$0	$275,000	$0	$0	$275,000	$275,000
Totals		**$3,235**	**$350,000**	**$0**	**$275,000**	**$0**	**$0**	**$275,000**	**$275,000**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

April 3, 2025 **Department:** Transfers Out

Account Title: Transfer Out to Other Funds

Department Number: 21199 Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,235	$350,000	$0	$275,000	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$275,000	$275,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Transfer to Wastewater Fund $ 275,000.00
Transfer to Airport Fund (31132)
Transfer to Recreation Programs (Financial Aid, in 21124-60795)

reduce supporting the WWTP rates from general taxation

City of Biddeford, Maine

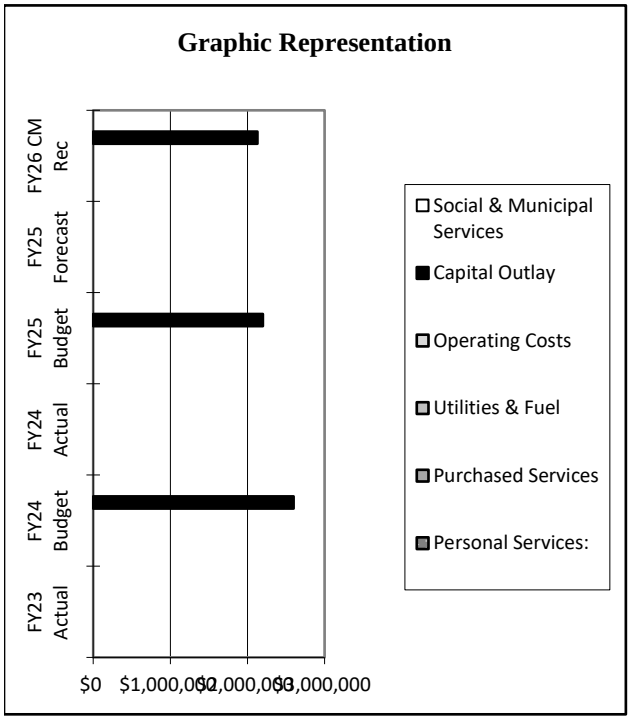
Fiscal Year 2026

Budget: CIP General Government

Account Number: 21201

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$2,600,000	$0	$2,200,000	$0	$2,200,000	$2,128,710	$2,128,710
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$0**	**$2,600,000**	**$0**	**$2,200,000**	**$0**	**$2,200,000**	**$2,128,710**	**$2,128,710**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$2,200,000	$2,128,710	-$71,290	$0
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$2,200,000**	**$2,128,710**	**-$71,290**	-3.2%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$2,600,000**	**$0**	**$2,200,000**	**$0**	**$2,200,000**	**$2,128,710**	**$2,128,710**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
	CIP								
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

April 3, 2025 **Department:** General Government CIP

Account Title: CIP Place Holder

Department Number: 21201 Account Number: 60900

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$2,600,000	$0	$2,200,000	$2,200,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,128,710	$2,128,710		-$71,290

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

should be recommending an increase; held to same to reduce some of the impact of the increase

Charter specifies 0.05% of prior yeat taxable assessed value.

Prior Year (FY25)	Percentage	Calculated Minimum CIP
4,257,419,733	0.05%	2,128,709.87

City of Biddeford, Maine

FY2026

General Fund

Revenue Summary

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD 12/31/23	FY2026 Dept Head	FY2026 Manager's Rec
Taxes	($4,398,260)	($4,205,500)	($3,821,308)	($4,526,500)	($2,110,293)	($4,211,900)	($4,426,500)
Licenses, permits and fees	($2,684,816)	($2,345,246)	($3,297,729)	($2,593,490)	($1,992,772)	($2,544,456)	($2,571,225)
Intergovernmental	($6,051,606)	($5,718,793)	($734,539)	($5,013,994)	($150)	($5,945,281)	($5,942,281)
Investment income	($979,596)	($716,500)	$0	($887,200)	$0	($892,200)	($892,200)
Other	($67,545)	($152,118)	($53,798)	($62,118)	($36,259)	($62,118)	($62,118)
Transfer in from other funds	($100,843)	($2,010,642)	$0	($1,961,359)	$0	($2,493,818)	($2,493,818)
Lease Proceeds	$0	$0	($7,799)	$0	($24,919)	$0	$0
Use of fund balance	$0	($500,000)	$0	($500,000)	$0	($500,000)	($500,000)
TOTALS:	**$ (14,282,666)**	**$ (15,648,799)**	**$ (7,915,174)**	**$ (15,544,661)**	**$ (4,164,393)**	**$ (16,649,773)**	**$ (16,888,142)**

Account Number		FY23	Actual	FY24	Budget	FY24	Actual	FY25	Budget	FY25 YTD 12/31/23	FY2026 Dept Head	FY2026 Manager's Rec
Taxes												
40110	Tax Interest Revenue		($51,994)		($100,000)		($71,314)		($100,000)	($42,860)	($100,000)	($100,000)
40111	Tax Lien Costs Revenue		($9,472)		($15,000)		($8,257)		($12,500)	($13,411)	($9,400)	($12,500)
40112	Quit Claim Fee Revenue		($900)		($3,000)		($2,805)		($1,500)	$0	($1,500)	($1,500)
40115	Payments in Lieu of Taxes Rev		($198,719)		($195,000)		($124,903)		($195,000)	$0	($195,000)	($195,000)
40120	Motor Vehicle Excise Tax Rev		($4,113,157)		($3,875,000)		($3,601,833)		($4,200,000)	($2,052,085)	($3,888,500)	($4,100,000)
40121	Boat Excise Tax Revenue		($24,018)		($17,500)		($12,196)		($17,500)	($1,937)	($17,500)	($17,500)
	Total Taxes		($4,398,260)		($4,205,500)		($3,821,308)		($4,526,500)	($2,110,293)	($4,211,900)	($4,426,500)

Account Number		FY22	Actual	FY23 Budget	FY23 Actual	FY24 Budget	FY24 YTD 12/31/23	FY2025 Dept Head	FY2025 Manager's Rec
Licenses, Permits & Fees									
40130	Cable Franchise Excise Tax Rev		($292,224)	($297,000)	($265,048)	($299,000)	$0	($299,000)	($299,000)
40559	Miscellaneous Revenue		($106,070)	($50,100)	($234,083)	($37,300)	($792,962)	($28,680)	($28,680)
40122	Snowmobile Registration Reimbu		($1,582)	($1,400)	$0	($1,400)	$0	($1,400)	($1,400)
40263	Motor Vehicle Reg Fee Rev		($80,445)	($80,000)	($86,341)	($84,000)	($39,655)	($81,230)	($84,000)
40264	IFW Registration Fee Rev		($1,355)	($2,800)	($4,685)	($2,900)	($1,457)	($2,900)	($2,900)
40200	Birth Certificate Fee Revenue		($20,704)	($22,000)	($17,735)	($20,000)	($8,304)	($20,000)	($20,000)
40201	Death Certificate Fee Revenue		($10,866)	($12,000)	($9,900)	($12,000)	($5,512)	($12,000)	($12,000)
40202	Burial Permit Revenue		($6,084)	($6,500)	($10,366)	($6,500)	($2,482)	($6,500)	($6,500)
40204	Marriage Certificate Fee Rev		($4,456)	($5,000)	($5,790)	($5,000)	($2,639)	($5,000)	($5,000)
40205	Marriage License Revenue		($4,825)	($6,500)	($6,305)	($6,500)	($3,048)	($6,500)	($6,500)
40206	Resident Turkey License Rev		($10)	($40)	($13)	($25)	($2)	($30)	($30)
40207	Resident Fishing License Rev		($316)	($500)	($279)	($1,120)	($60)	($500)	($500)
40208	Massage Therapy License Revenu		($800)	($1,500)	($900)	($1,500)	($850)	($1,000)	($1,000)
40215	Resident Hunting Lic Rev		($61)	($100)	($55)	($300)	($53)	($100)	($100)
40216	Junior Hunting Lic Rev		$0	($10)	$0	$0	$0	($10)	($10)
40217	Archery License Revenue		($60)	($75)	($23)	$0	($87)	($100)	($100)
40218	Resident Combo Lic Rev		($142)	($200)	($85)	($250)	($20)	($250)	($250)
40219	Resident Serviceman Lic Rev		$0	($2)	$0	$0	$0	$0	$0
40220	Small Game License Rev		$0	($5)	$0	$0	$0	($5)	($5)
40221	Bear License Revenue		($4)	($10)	($4)	$0	($6)	($10)	($10)

40223	Cemetery Fee Revenue	($8,225)	($9,000)	$0	($10,000)	($1,000)	($10,000)	($10,000)
40229	Victualers License Revenue	($11,480)	($11,200)	($14,035)	($11,000)	($5,665)	($12,000)	($12,000)
40230	Entertainment License Rev	($1,800)	($1,500)	($2,185)	($2,000)	($1,050)	($2,200)	($2,200)
40232	Garage/Service Sta Lic Rev	($2,125)	($2,500)	($1,475)	($2,000)	($1,500)	($1,500)	($1,500)
40233	Vendor License Revenue	($400)	($300)	($275)	($300)	($75)	($300)	($300)
40234	Taxi License Revenue	($80)	$0	$0	($100)	($140)	($220)	($220)
40237	Second Hand Dealer Lic Rev	($200)	($200)	($600)	($400)	($610)	($610)	($610)
40239	Research Revenue	($315)	($10)	($60)	$0	$0	($50)	($50)
40258	Advertising Costs Revenue	($780)	($1,000)	($1,200)	($1,000)	($400)	($800)	($800)
40259	City Clerk Services Rev	($504)	($1,000)	($262)	($1,000)	($793)	($1,000)	($1,000)
40260	Copies Revenue	($184)	($100)	($95)	($75)	($2)	($100)	($100)
40262	Returned Check Fee Rev	($775)	($650)	($350)	($700)	($50)	($700)	($700)
40265	Building Permit Revenue	($712,114)	($600,000)	($1,393,773)	($800,000)	($504,970)	($800,000)	($800,000)
40266	Electrical Permit Revenue	($73,402)	($70,000)	($106,749)	($80,000)	($36,640)	($80,000)	($80,000)
40267	Plumbing Permit Revenue	($23,848)	($30,000)	($36,445)	($40,000)	($14,810)	($40,000)	($40,000)
40268	Junk Yard Permit Revenue	($125)	($400)	($200)	($600)	$0	($200)	($200)
40271	Code Violations Fine Revenue	($2,750)	($500)	($187)	($500)	($210)	($500)	($500)
40273	ZBA Fee Revenue	$0	($500)	($82)	($500)	$0	($500)	($500)
40274	Contract Zoning Revenue	$0	($2,000)	$0	$0	$0	$0	$0
40275	Plan Bd Admin Fee Rev	($3,975)	($3,500)	($6,010)	($3,000)	($2,081)	($2,418)	($3,000)
40277	Plan Bd Minor Subdivision Rev	($110,850)	($15,000)	($63,420)	($4,520)	($38,595)	($4,520)	($4,520)
40278	Plan Bd Major Subdivision Rev	($26,520)	($25,000)	$0	($25,000)	$0	($19,834)	($25,000)
40279	Plan Bd Site Review Rev	($24,150)	($20,000)	($20,970)	($20,000)	($3,500)	($17,115)	($20,000)
40285	Plan Bd Cond Use/Oth1 Rev	($2,100)	($2,700)	($4,381)	($2,000)	($2,968)	($2,143)	($2,000)
40288	Plan Bd Cont/Cond Zone1 Rev	($2,600)	($2,000)	($2,600)	($2,750)	$0	($2,200)	($2,750)
40294	Plan Bd Shoreland Zone Rev	($83,850)	($50,000)	($5,625)	($10,000)	($2,400)	($10,000)	($10,000)
40310	Sole Prioprietor Filing Fee Rv	($160)	($200)	($160)	($200)	($80)	($160)	($160)
40317	Code Permit Application Fee Rv	($28,230)	($25,000)	($34,525)	($27,500)	($14,180)	($25,000)	($27,500)
40318	Historic Preservation App Fee	($2,550)	($2,000)	($5,650)	($3,000)	($1,525)	($2,783)	($3,000)
40319	Special Events Permit	($700)	($500)	($725)	($1,250)	($200)	($650)	($1,250)
40320	Accessory Dwelling Fee	($400)	($800)	($400)	($800)	($200)	($800)	($800)
40321	Inspection Program Revenue	($104,625)	($88,000)	($108,175)	($100,000)	$0	($100,000)	($100,000)
40324	Cannabis Business License	$0	$0	($49,455)	($20,000)	($42,500)	($20,000)	($20,000)
40556	Copies Sold Revenue	($121)	$0	$0	($100)	$0	($100)	($100)
40600	Rental AT&T Cell ME Site	($33,133)	($31,911)	($32,573)	($33,891)	($8,398)	($33,891)	($33,891)
40601	Rental Verizon Cell ME Site Rv	($18,251)	($18,250)	($18,251)	($18,743)	($3,498)	($18,743)	($18,743)
40602	Rental City Theater Revenue	($960)	($960)	$0	($960)	$0	($960)	($960)
40605	Rental US Cellular ME Site Rev	($40,084)	($42,356)	($49,118)	($43,442)	($3,640)	($43,442)	($43,442)
40630	Rental Verizon Cell Site	($9,521)	($12,000)	$0	($10,380)	$0	($20,988)	($20,988)

40638	Rental T-Mobile Cell ME Site R	($66,828)	($32,433)	($40,663)	($32,864)	$0	($32,864)	($32,864)
40244	Ambulance Service Fee Rev	($27,779)	$0	($267)	$0	$0	$0	$0
40297	False Alarm Fee Revenue	($38,985)	($35,000)	($38,475)	($40,000)	($7,820)	($30,000)	($30,000)
40298	Ordinance Fines Revenue	($6,019)	($100)	($2,262)	$0	($496)	($1,000)	($1,000)
40299	Animal Cntrl Collections Rev	($2,455)	($2,300)	$0	($2,500)	$0	($2,500)	($2,500)
40300	Police Reports Revenue	($6,376)	($6,500)	($7,264)	($7,000)	($2,322)	($5,000)	($5,000)
40307	Court Ordered Restitution Rev	($50)	($500)	($75)	$0	($400)	$0	$0
40309	Blasting Permit Fee Revenue	($300)	($150)	($350)	($685)	($1,100)	($685)	($685)
40316	Parking Fines Revenue	($95,438)	($55,000)	($29,266)	($70,000)	($7,070)	($25,000)	($25,000)
40460	PSAP Service Fees	($314,904)	($321,572)	($321,572)	($358,435)	($359,381)	($378,232)	($378,232)
40461	Polygraph Test Revenue	($2,400)	($3,000)	($1,600)	($6,400)	$0	$0	$0
40231	Septic Sludge Permit Rev	($100)	($100)	$0	($100)	$0	($100)	($100)
40235	Solid Waste Annual Fee Rev	($2,400)	($3,000)	$0	($3,000)	$0	($3,000)	($3,000)
40302	Street Opening Permit Rev	($1,960)	($3,000)	($1,420)	($3,500)	($10,706)	($22,525)	($22,525)
40303	Recycling Revenue	($32,108)	($65,000)	($47,741)	($66,000)	($48,798)	($66,000)	($66,000)
40304	Solid Waste Bag Sales Revenue	($80,780)	($70,000)	($43,804)	($100,000)	$0	($100,000)	($100,000)
40322	Large Bin Sales	($19,886)	($70,000)	($13,835)	($27,500)	($5,856)	($15,860)	($27,500)
40700	Municipal Garage Labor Charge	($124,138)	($120,760)	($147,470)	($120,000)	$0	($120,000)	($120,000)
	Total Licenses, Permits & Fees	($2,684,816)	($2,345,246)	($3,297,729)	($2,593,490)	($1,992,772)	($2,544,456)	($2,571,225)

Account Number		FY22 Actual	FY23 Budget	FY23 Actual	FY24 Budget	FY24 YTD 12/31/23	FY2025 Dept Head	FY2025 Manager's Rec
Intergovernmental								
40406	State Vets Tax Reimburse Rev	($19,102)	($19,000)	$0	($19,300)	$0	($19,300)	($19,300)
40408	State Tree Growth Assess Rev	($23,386)	($46,000)	$0	($25,000)	$0	($24,000)	($25,000)
40463	Police Grants	($38,316)	($42,099)	$0	($20,000)	$0	($20,000)	($20,000)
40400	State Revenue Sharing Rev	($4,420,767)	($4,100,000)	($731,189)	($3,325,000)	$0	($4,254,393)	($4,254,393)
40401	State Homestead Exemption Rev	($960,101)	($799,402)	$0	($799,402)	$0	($799,402)	($799,402)
40433	Fed Fish & Wildlife Rev Share	$0	($7,000)	$0	($7,000)	$0	($7,000)	($7,000)
40402	State G A Reimbursement Rev	($40,630)	($175,000)	$0	($287,000)	$0	($286,393)	($286,393)
40410	State Witness Fees Rev	($2,120)	($3,000)	($3,350)	($3,000)	($150)	($2,500)	($2,500)
40404	State Road Assist Program Rev	($203,308)	($199,000)	$0	($200,000)	$0	($204,000)	($200,000)
40450	School Dept. Share Revenue	$0	($25,000)	$0	($25,000)	$0	($25,000)	($25,000)
40405	State BETE Reimbursement Reven	($343,875)	($303,292)	$0	($303,292)	$0	($303,292)	($303,292)
	Total Intergovernmental	($6,051,606)	($5,718,793)	($734,539)	($5,013,994)	($150)	($5,945,281)	($5,942,281)

Account Number		FY22 Actual	FY23 Budget	FY23 Actual	FY24 Budget	FY24 YTD 12/31/23	FY2025 Dept Head	FY2025 Manager's Rec
Investment Income								
40500	Investment Income Revenue	($979,596)	($700,000)	$0	($870,700)	$0	($875,700)	($875,700)
40501	Interest on Notes Rec Rev	$0	($16,500)	$0	($16,500)	$0	($16,500)	($16,500)
	Total Investment Income	($979,596)	($716,500)	$0	($887,200)	$0	($892,200)	($892,200)

Account Number		FY22	Actual	FY23 Budget	FY23 Actual	FY24 Budget	FY24 YTD 12/31/23	FY2025 Dept Head	FY2025 Manager's Rec
Other Revenue									
40127	Sale of City-Owned		($5,387)	$0	$0	$0	$0	$0	$0
40557	Donations Received Revenue		$0	$0	($2,000)	$0	$0	$0	$0
41193	Contract Admin. Services		$0	($90,000)	$0	$0	$0	$0	$0
40562	Arena Debt Serv Reimburse Rev		($62,158)	($62,118)	($51,798)	($62,118)	($36,259)	($62,118)	($62,118)
	Total Other Revenue		($67,545)	($152,118)	($53,798)	($62,118)	($36,259)	($62,118)	($62,118)

Account Number		FY22	Actual	FY23 Budget	FY23 Actual	FY24 Budget	FY24 YTD 12/31/23	FY2025 Dept Head	FY2025 Manager's Rec
Transfers in from other funds									
40801	Transfer in from Other Funds		($100,843)	($2,010,642)	$0	($1,961,359)	$0	($2,493,818)	($2,493,818)
	Total Transfer in from Other Funds Revenue		($100,843)	($2,010,642)	$0	($1,961,359)	$0	($2,493,818)	($2,493,818)
Lease Proceeds									
40592	Lease Proceeds Revenue		$0	$0	($7,799)	$0	($24,919)	$0	$0
	Total Lease Proceeds Revenue		$0	$0	($7,799)	$0	($24,919)	$0	$0
Use of fund balance									
40999	Use of Undesignated Fund Balan		$0	($500,000)	$0	($500,000)	$0	($500,000)	($500,000)
	Total Use of Undes. Fund Bal. Revenue		$0	($500,000)	$0	($500,000)	$0	($500,000)	($500,000)

Fiscal Year 2026
City Clerk Revenue Workbook

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Birth Certificate Fee Revenue

Department Number: 24111 Account Number: 40200

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$20,704	$22,000	$17,735	$20,000	$20,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$20,000	$20,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	8898
FY26	20,000

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Death Certificate Fee Revenue

Department Number: 24111 Account Number: 40201

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$10,866	$12,000	$9,900	$12,000	$12,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$12,000	$12,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	5949
FY26	12,000

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Burial Permit Revenue

Department Number: 24111 Account Number: 40202

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$6,084	$6,500	$10,366	$6,500	$6,500

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,500	$6,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	2410
FY26	6500

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Marriage Certificate Fee Rev

Department Number: 24111 Account Number: 40204

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$4,456	$5,000	$5,790	$5,000	$5,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000	$5,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	2800
FY26	5000

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Marriage License Revenue

Department Number: 24111 Account Number: 40205

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$4,825	$6,500	$6,305	$6,500	$6,500

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,500	$6,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25	3264
FY2026	6500

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Resident Turkey License Rev

Department Number: 24111 Account Number: 40206

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$10	$40	$13	$25	$25

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$30	$30		$5

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd 2
FY26 30
note: for the items less than 200 per year should we keep tracking separately?

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Resident Fishing License Rev

Department Number: 24111 Account Number: 40207

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$316	$500	$279	$1,120	$1,120

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		($620)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	70
FY26	500

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Massage Therapy License Revenu

Department Number: 24111 Account Number: 40208

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$800	$1,500	$900	$1,500	$1,500

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,000	$1,000		($500)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	850
FY2026	1000

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Muzzle Loading License Rev

Department Number: 24111 Account Number: 40209

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$9	$15	$11	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15	$15		$15

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	2
FY26	15

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Duplicate License-Combo Rev

Department Number: 24111 Account Number: 40210

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$10	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10	$10		$10

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	0
FY26	10

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Coyote License Revenue

Department Number: 24111 Account Number: 40212

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$4	$10	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10	$10		$10

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	2
FY26	10

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Pheasant Stamp Fee Rev

Department Number: 24111 Account Number: 40213

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$6	$12	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10	$10		$10

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	4
FY26	10

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Duck Stamp Fee Revenue

Department Number: 24111 Account Number: 40214

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$5	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5	$5		$5

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	0
FY26	5

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Resident Hunting Lic Rev

Department Number: 24111 Account Number: 40215

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$61	$100	$55	$300	$300

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100	$100		($200)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	62
FY26	100

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Junior Hunting Lic Rev

Department Number: 24111 Account Number: 40216

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$10	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10	$10		$10

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	0
Fy26	10

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Archery License Revenue

Department Number: 24111 Account Number: 40217

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$60	$75	$23	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100	$100		$100

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	87
FY26	100

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Resident Combo Lic Rev

Department Number: 24111 Account Number: 40218

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$142	$200	$85	$250	$250

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$250	$250		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	24
FY26	250

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Resident Serviceman Lic Rev

Department Number: 24111 Account Number: 40219

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$2	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	0
FY26	0

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Small Game License Rev

Department Number: 24111 Account Number: 40220

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$5	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5	$5		$5

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	0
Fy26	5

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Bear License Revenue

Department Number: 24111 Account Number: 40221

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$4	$10	$4	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10	$10		$10

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	6
FY26	10

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Victualers License Revenue

Department Number: 24111 Account Number: 40229

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$11,480	$11,200	$14,035	$11,000	$11,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$12,000	$12,000		$1,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	5825
FY26	12,000

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Entertainment License Rev

Department Number: 24111 Account Number: 40230

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$1,800	$1,500	$2,185	$2,000	$2,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,200	$2,200		$200

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	1050
FY26	2200

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Garage/Service Sta Lic Rev

Department Number: 24111 Account Number: 40232

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$2,125	$2,500	$1,475	$2,000	$1,800

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,500	$1,500		($500)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	1500
FY26	1500

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Vendor License Revenue

Department Number: 24111 Account Number: 40233

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$400	$300	$275	$300	$300

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$300	$300		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	75
FY26	300

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Taxi License Revenue

Department Number: 24111 Account Number: 40234

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$80	$0	$0	$100	$100

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$220	$220		$120

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	220
FY26	220

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Second Hand Dealer Lic Rev

Department Number: 24111 Account Number: 40237

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$200	$200	$600	$400	$400

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$610	$610		$210

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	610
FY26	610

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Research Revenue

Department Number: 24111 Account Number: 40239

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$315	$10	$60	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$50	$50		$50

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	0
FY26	50

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Advertising Costs Revenue

Department Number: 24111 Account Number: 40258

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$780	$1,000	$1,200	$1,000	$1,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$800	$800		($200)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	400
FY26	800

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: City Clerk Services Rev

Department Number: 24111 Account Number: 40259

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$504	$1,000	$262	$1,000	$1,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,000	$1,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	800
FY26	1000

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Copies Revenue

Department Number: 24111 Account Number: 40260

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$184	$100	$95	$75	$75

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100	$100		$25

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This account is also used for voter lists that are sold in the Clerk's Office

FY25 ytd	1.5
FY26	100

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Junk Yard Permit Revenue

Department Number: 24111 Account Number: 40268

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$125	$400	$200	$600	$600

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$200	$200		($400)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	0
FY26	200

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Sole Prioprietor Filing Fee Rv

Department Number: 24111 Account Number: 40310

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$160	$200	$160	$200	$200

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$160	$160		($40)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	80.00
FY26	160.00

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Maps Sold Revenue

Department Number: 24111 Account Number: 40550

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	0
FY26	0

note: we don't sell maps anymore

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Works Licenses, Permits &

Account Title: Cemetery Fee Revenue

Department Number: 24114 Account Number: 40223

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$8,225	$9,000	$0	$10,000	$10,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,000	$10,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	1000
FY26	10000

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Works Licenses, Permits &

Account Title: Septic Sludge Permit Rev

Department Number: 24114 Account Number: 40231

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$100	$100	$0	$100	$100

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100	$100		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	0
FY26	100

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Works Licenses, Permits &

Account Title: Solid Waste Annual Fee Rev

Department Number: 24114 Account Number: 40235

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$2,400	$3,000	$0	$3,000	$3,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,000	$3,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 ytd	0
FY26	3000

Fiscal Year 2026
Codes Revenue Workbook

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Building Permit Revenue

Department Number: 24111 Account Number: 40265

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$712,114	$600,000	$1,393,773	$800,000	$800,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$800,000	$800,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Building permit revenues

historical to keep building permits revenue flat in case the market changed;

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Electrical Permit Revenue

Department Number: 24111 Account Number: 40266

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$73,402	$70,000	$106,749	$80,000	$70,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$80,000	$80,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Electrical permits

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Plumbing Permit Revenue

Department Number: 24111 Account Number: 40267

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$23,848	$30,000	$36,445	$40,000	$30,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$40,000	$40,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Plumbing permits

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Code Violations Fine Revenue

Department Number: 24111 Account Number: 40271

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$2,750	$500	$187	$500	$20,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Ordinance violations

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: ZBA Fee Revenue

Department Number: 24111 Account Number: 40273

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$500	$82	$500	$100

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Code Permit Application Fee Rv

Department Number: 24111 Account Number: 40317

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$28,230	$25,000	$34,525	$27,500	$23,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$25,000	$27,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

60.00 building permit application fee

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Special Events Permit

Department Number: 24111 Account Number: 40319

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$700	$500	$725	$1,250	$750

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$650	$1,250		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Special event applications

don't expect many activitys this year as well.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Accessory Dwelling Fee

Department Number: 24111 Account Number: 40320

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$400	$800	$400	$800	$400

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$800	$800		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This fee was established as part of of ordinance upgrade to allow accessory dwellings

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Inspection Program Revenue

Department Number: 24111 Account Number: 40321

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$104,625	$88,000	$108,175	$100,000	$100,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100,000	$100,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Apartment building inspection program

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Safety Licenses, Permits &

Account Title: Animal Cntrl Collections Rev

Department Number: 24113 Account Number: 40299

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$2,455	$2,300	$0	$2,500	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,500	$2,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Finance Revenue Workbook

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Cable TV Franchise Income

Account Title: Cable Franchise Excise Tax Rev

Department Number: 21131 Account Number: 40130

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$292,224	$297,000	$265,048	$299,000	$298,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$299,000	$299,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Franshise fee is based on 5% of Charter/TWC revenue. Revenue fluctuates based on number of users, economy for C

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Cable TV Franchise Income

Account Title: Investment Income Revenue

Department Number: 21131 Account Number: 40500

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$700	$700

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$700	$700		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Franshise fee is based on 5% of Charter/TWC revenue. Revenue fluctuates based on number of users, economy for C

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Cable TV Franchise Income

Account Title: Miscellaneous Revenue

Department Number: 21131 Account Number: 40559

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Use of Prior Year F/B-City

Account Title: Use of Undesignated Fund Balan

Department Number: 21210 Account Number: 40999

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$500,000	$0	$500,000	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500,000	$500,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

21210-40999

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Property Taxes

Account Title: State Vets Tax Reimburse Rev

Department Number: 24101 Account Number: 40406

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$19,102	$19,000	$0	$19,300	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$19,300	$19,300		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Property Taxes

Account Title: State Tree Growth Assess Rev

Department Number: 24101 Account Number: 40408

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$23,386	$46,000	$0	$25,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$24,000	$25,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

decreasing because of lower tax rate from last year's adjustment to values

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Property Taxes

Account Title: Tax Interest Revenue

Department Number: 24101 Account Number: 40110

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$51,994	$100,000	$71,314	$100,000	$75,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100,000	$100,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Property Taxes

Account Title: Payments in Lieu of Taxes Rev

Department Number: 24101 Account Number: 40115

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$198,719	$195,000	$124,903	$195,000	$195,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$195,000	$195,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Returned Check Fee Rev

Department Number: 24111 Account Number: 40262

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$775	$650	$350	$700	$368

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$700	$700		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Copies Sold Revenue

Department Number: 24111 Account Number: 40556

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$121	$0	$0	$100	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100	$100		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

24111-40556

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Srvcs Licenses, Permits &

Account Title: Rental AT&T Cell ME Site

Department Number: 24112 Account Number: 40600

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$33,133	$31,911	$32,573	$33,891	$33,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$33,891	$33,891		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Increase based on CPI projection Oct.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Srvcs Licenses, Permits &

Account Title: Rental Verizon Cell ME Site Rv

Department Number: 24112 Account Number: 40601

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$18,251	$18,250	$18,251	$18,743	$18,250

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$18,743	$18,743		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

		Rate	*Units (Mo)*		*Total*	
Rental @ 39 Alfred	*$*	*1,520.88*	*12*	*$*	*18,250.56*	*Updated value*
				$	*(15,870.00)*	
				$	*2,380.56*	*GF impact*

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Srvcs Licenses, Permits &

Account Title: Rental City Theater Revenue

Department Number: 24112 Account Number: 40602

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$960	$960	$0	$960	$890

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$960	$960		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Srvcs Licenses, Permits &

Account Title: Rental Community Supp Svcs Rev

Department Number: 24112 Account Number: 40603

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Srvcs Licenses, Permits &

Account Title: Rental Sprint Cell ME Site Rev

Department Number: 24112 Account Number: 40604

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Annual payment. Sprint provided notice of equipment removal effective July 1, 2023.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Srvcs Licenses, Permits &

Account Title: Rental US Cellular ME Site Rev

Department Number: 24112 Account Number: 40605

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$40,084	$42,356	$49,118	$43,442	$42,300

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$43,442	$43,442		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Increase based on January CPI for EOY projection with 3-months remaining in FY.
Calculated at next CPI increae of 2.7%.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Srvcs Licenses, Permits &

Account Title: Rental T-Mobile Cell ME Site R

Department Number: 24112 Account Number: 40638

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$66,828	$32,433	$40,663	$32,864	$32,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$32,864	$32,864		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Annual increase based on CPI. Calculated 2.7% increase.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Safety Licenses, Permits &

Account Title: Court Ordered Restitution Rev

Department Number: 24113 Account Number: 40307

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$50	$500	$75	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: State Revenue Sharing

Account Title: State Revenue Sharing Rev

Department Number: 24120 Account Number: 40400

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$4,420,767	$4,100,000	$731,189	$3,325,000	$4,420,767

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 4,254,393	$ 4,254,393		$929,393

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

State forecast is $ 4,254,393.34 2/3/2025

FY26 expected to go up own from FY25 because of valuation increase form other communities (revaluations)

Revenue Sharing I	$	3,650,187.32
Revenue Sharing II	$	604,206.02
	$	4,254,393.34

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: State Homestead Exemption

Account Title: State Homestead Exemption Rev

Department Number: 24121 Account Number: 40401

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$960,101	$799,402	$0	$799,402	$799,402

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$799,402	$799,402		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Starting Point at Last Year's Number

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Intergovernmental

Account Title: Fed Fish & Wildlife Rev Share

Department Number: 24122 Account Number: 40433

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$7,000	$0	$7,000	$6,900

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$7,000	$7,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Revenue comes in June. Have not received notice as to the amount.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Srvcs Intergovernmental

Account Title: State Parks Fee Sharing Rev

Department Number: 24123 Account Number: 40407

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Revenue comes in February each year

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: State BETE Program Reimburse

Account Title: State BETE Reimbursement Reven

Department Number: 24128 Account Number: 40405

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$343,875	$303,292	$0	$303,292	$303,292

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$303,292	$303,292		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Starting at last year's number

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Investment Income

Account Title: Interest on Notes Rec Rev

Department Number: 24140 Account Number: 40501

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$16,500	$0	$16,500	$16,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$16,500	$16,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Mills at Saco Falls Note Receivable

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Investment Income

Account Title: Investment Income Revenue

Department Number: 24140 Account Number: 40500

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$979,596	$700,000	$0	$870,000	$891,520

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$875,000	$875,000		$5,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Interest rates have increased; however, as we spend the bonding that will decrease the amount of earnings.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Other

Account Title: Sale of Surplus Goods Rev

Department Number: 24150 Account Number: 40126

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Other

Account Title: Sale of City-Owned

Department Number: 24150 Account Number: 40127

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$5,387	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Other

Account Title: Miscellaneous Revenue

Department Number: 24150 Account Number: 40559

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$27,807	$50,000	$200,816	$35,000	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		($35,000)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

		$$/Mo	Months	
Transit	$	1,250.00		$0
Other Misc Revenue				$0
				-

transit no longer using city services in FY26

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Other

Account Title: Contract Admin. Services

Department Number: 24150 Account Number: 41193

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$90,000	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

No longer share positions with Saco

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Srvcs Other

Account Title: Arena Debt Serv Reimburse Rev

Department Number: 24151 Account Number: 40562

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$62,158	$62,118	$51,798	$62,118	$62,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$62,118	$62,118		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Ice Arena Loan 1	$36,000.00
Ice Arena Loan 2	26,118.24
FY Annual Payment	$62,118.24
FY Monthly Payment	$5,176.52

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Miscellaneous Revenue

Account Title: Lease Proceeds Revenue

Department Number: 24155 Account Number: 40592

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$7,799	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Transfers In

Account Title: Transfer in from Other Funds

Department Number: 24199 Account Number: 40801

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$100,843	$2,010,642	$0	$1,961,359	$2,160,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	2,493,817.95	2,493,817.95		$532,459

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Transfer from	***Fund #/Org #***			***FY2025***
CSO Project 2013	402	Engineering support	$	64,763.00
CSO CWSRF			$	16,254.00
CSO Bond 2017	411	Engineering support	$	64,763.00
Industrial Park	201/31101	Admin support		
Mooring Fees	202/31102	Admin support	$	5,000.00
Police Special Duty	204/31104		$	5,000.00
Pool Beach Permits	206/31106	Admin support	$	20,000.00
Dog Licenses	207/31107		$	8,000.00
Airport	216/31132	Admin support		
MERC Payment	/31180		$	265,000.00
Recreation	224/31202/31206	Admin support & Salary	$	214,441.95
Route 111 TIF	228/31179	Admin support		
Route 111 TIF	228/31179	Marketing (21109)		
Route 111 TIF	228/31179	Cruiser (21146)		
Route 111 TIF	228/31193	Downtown		
Route 111 TIF	228/31193	Professional Services (21109)		
Shellfish	230/31142		$	5,000.00
Ambulance Fees	249/32491		$	1,603,254.00
Parking Enforcement	650/31235			
Sewer Operations	601/35102		$	211,474.00
Sewer Operations	601/35103		$	10,868.00
			$	2,493,817.95
			$	*2,493,817.95*

Fiscal Year 2026
Fire Department Revenue Workbook

Fiscal Year 2026
Revenue Estimates

March 31, 2025 Department: 0

Account Title: Miscellaneous Revenue

Department Number: 24152 Account Number: 40559

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$5,980	$0	$70	$0	$100

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$26,380.00	$26,380.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

State of Maine Forest Fire Warden Payment to Fire Chief	$100.00
YCEMA Haz-Mat Training & Response Reimbursement	$26,280.00
	$26,380.00

Fiscal Year 2026
Revenue Estimates

March 31, 2025 Department: Pub Safety Licenses, Permits &

Account Title: Ambulance Service Fee Rev

Department Number: 24113 Account Number: 40244

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$27,779	$0	$267	$0	$1,773,687

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Transfer from the Ambulance Fund, 32491-60799

This item is covered under GF Transfer-In.

Fiscal Year 2026
Health & Welfare Revenue Workbook

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department:

Account Title: Welfare Restitution Pmts Rev

Department Number: 24112 Account Number: 40560

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Srvcs Intergovernmental

Account Title: State G A Reimbursement Rev

Department Number: 24123 Account Number: 40402

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$40,630	$175,000	$0	$287,000	$345,622

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$286,393.10	$286,393.10		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Reveneue reflects 70% reimbursement of expenses

Expected Expenses	Reimbursement	Total
$409,133.00	70%	$286,393.10

Fiscal Year 2020
Revenue Estimates

March 27, 2025 Department: Pub Srvcs Other

Account Title: Welfare Genl Reimburse Rev

Department Number: 24151 Account Number: 40561

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Planning Revenue Workbook

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Contract Zoning Revenue

Department Number: 24111 Account Number: 40274

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$2,000	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Plan Bd Admin Fee Rev

Department Number: 24111 Account Number: 40275

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$3,975	$3,500	$6,010	$3,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	2,418	3,000		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 15	$1,960.00
FY 16	$1,360.00
FY 17	$1,440.00
FY 18	$1,880.00
FY 19	$2,040.00
FY 20	$2,300.00
FY 21	$4,425.00
FY 22	$3,935.00
FY 23	
FY AVG EST	$2,417.50

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Plan Bd Eng Inspect Fee Rev

Department Number: 24111 Account Number: 40276

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

These are pass through funds

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Plan Bd Minor Subdivision Rev

Department Number: 24111 Account Number: 40277

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$110,850	$15,000	$63,420	$4,520	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	4,520	4,520		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 15	$800.00	
FY 16	$100.00	
FY 17	$0.00	
FY 18	$1,920.00	
FY 19	$1,800.00	
FY 20	$3,140.00	
FY 21	$2,800.00	
FY 22	$25,600.00	
FY 23		Budget
FY25 AVG EST	$4,520.00	

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Plan Bd Major Subdivision Rev

Department Number: 24111 Account Number: 40278

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$26,520	$25,000	$0	$25,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	19,834	25,000		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 15	$13,400.00
FY 16	$9,080.00
FY 17	$1,880.00
FY 18	$5,920.00
FY 19	$26,500.00
FY 20	$9,520.00
FY 21	$12,167.00
FY 22	$27,500.00
FY 23	Budget

Recommended amount based on increased activity and new fee scheduled adopted in 2021.

FY25 AVG EST 19833.5

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Plan Bd Site Review Rev

Department Number: 24111 Account Number: 40279

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$24,150	$20,000	$20,970	$20,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	17,115	20,000		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 15	$9,462.00	
FY 16	$10,348.00	
FY 17	$10,618.00	
FY 18	$4,800.00	
FY 19	$3,500.00	
FY 20	$15,320.00	
FY 21	$5,185.00	
FY 22	$77,685.00	
FY 23		Budget
FY25 AVG EST	$17,114.75	

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Plan Bd Eng Site Review Rev

Department Number: 24111 Account Number: 40284

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

These are pass through funds

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Plan Bd Cond Use/Oth1 Rev

Department Number: 24111 Account Number: 40285

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$2,100	$2,700	$4,381	$2,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	2,143	2,000		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 15	$2,700.00
FY 16	$600.00
FY 17	$2,000.00
FY 18	$2,200.00
FY 19	$800.00
FY 20	$2,000.00
FY 21	$2,600.00
FY 22	$4,240.00
FY 23	Budget

Recommended amount based on increased activity and new fee scheduled adopted in 2021.

FY25 AVG EST 2142.5

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Plan Bd Cond Use/Other2 Rev

Department Number: 24111 Account Number: 40286

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Plan Bd Cont/Cond Zone1 Rev

Department Number: 24111 Account Number: 40288

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$2,600	$2,000	$2,600	$2,750	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	2,200	2,750		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 15	$3,000.00	
FY 16	$2,000.00	
FY 17	$1,000.00	
FY 18	$1,000.00	
FY 19	$2,000.00	
FY 20	$2,000.00	
FY 21	$4,000.00	
FY 22	$2,600.00	
FY 23		Budget
FY25 AVG EST	$2,200.00	

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Plan Bd Shoreland Zone Rev

Department Number: 24111 Account Number: 40294

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$83,850	$50,000	$5,625	$10,000	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	10,000.00	10,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 15	$300.00
FY 16	$600.00
FY 17	$800.00
FY 18	$600.00
FY 19	$600.00
FY 20	$100.00
FY 21	$500.00
FY 22	$47,100.00
FY 23	

Recommended amount based on increased activity and new fee scheduled adopted in 2021.

FY25 AVG EST $ 12,075.00

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Historic Preservation App Fee

Department Number: 24111 Account Number: 40318

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$2,550	$2,000	$5,650	$3,000	o

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	2,782.50	3,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 15	$950.00
FY 16	$600.00
FY 17	$300.00
FY 18	$600.00
FY 19	$1,700.00
FY 20	$2,500.00
FY 21	$2,240.00
FY 22	$4,690.00

FY 23 Budget

Recommended amount based on increased activity and new fee scheduled adopted in 2021.

FY25 AVG EST $ 2,782.50

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Safety Licenses, Permits &

Account Title: Blasting Permit Fee Revenue

Department Number: 24113 Account Number: 40309

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$300	$150	$350	$685	$1,100

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$685.09	$685.09		$0.09

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

2013	$300.00
2014	$500.00
2015	$650.00
2016	$1,050.00
2017	$600.00
2018	$750.00
2019	$550.90
2020	$550.00
2021	$1,100.00
2022	$800.00
2023	Budget

Average $685.09

Fiscal Year 2026
Police Dept Revenue Workbook

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Safety Licenses, Permits &

Account Title: False Alarm Fee Revenue

Department Number: 24113 Account Number: 40297

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$38,985	$35,000	$38,475	$40,000	$27,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$30,000.00	$30,000.00		($10,000.00)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

2013	$17,814.11
2014	$14,077.87
2015	$20,691.62
2016	$25,318.77
2017	$35,630.00
2018	$46,590.00
2019	$38,300.00
2020	$35,839.00
2021	$39,515.00
2022	$54,465.00
2023	

Reduction inmonitored home alarm systems.Cloud based are used by many which do not require monitoring.

Average 32,824

Fiscal Year 2026
Revenue Estimates

Department: Pub Safety Licenses, Permits &

Account Title: Ordinance Fines Revenue

Department Number: 24113 Account Number: 40298

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$6,019	$100	$2,262	$0	$1,500

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,000.00	$1,000.00		$1,000.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

24113-40298

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Safety Licenses, Permits &

Account Title: Police Reports Revenue

Department Number: 24113 Account Number: 40300

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$6,376	$6,500	$7,264	$7,000	$5,120

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000.00	$5,000.00		($2,000.00)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Funds are from public request for copies of reports such as offense, accidents, FOAA etc.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Safety Licenses, Permits &

Account Title: Parking Fines Revenue

Department Number: 24113 Account Number: 40316

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$95,438	$55,000	$29,266	$70,000	$18,620

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$25,000.00	$25,000.00		($45,000.00)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Parking Fines On-street Only $ 50,000

FY	Budget	Actual
2015	$30,000.00	$40,530.56
2016	$35,000.00	$35,952.46
2017	$37,500.00	$40,325.84
2018	$70,500.00	$58,840.11
2019	$26,531.00	$22,678.25
2020	$0.00	$0.00
2021	$0.00	$0.00
2022	$50,000.00	$49,358.00
2023		
Average		$30,960.65

All surface lots have been turned over to Premium Parking. UPS has collected some funds which have not been credit

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Safety Licenses, Permits &

Account Title: PSAP Service Fees

Department Number: 24113 Account Number: 40460

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$314,904	$321,572	$321,572	$358,435	$359,380

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$378,232.00	$378,232.00		$19,797.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Communications Revenue Contract figures $10.00 per capita	2026 @ 10.50 per capit
Alfred	32,266
Arundel	44772
Dayton	22354
Lyman	47512
Waterboro	83328
Saco @ 4.75 per capita	98178
Hollis	49822
TOTAL	378,232

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Safety Licenses, Permits &

Account Title: School Resource Officers Reimb

Department Number: 24113 Account Number: 40430

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Safety Licenses, Permits &

Account Title: Polygraph Test Revenue

Department Number: 24113 Account Number: 40461

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$2,400	$3,000	$1,600	$6,400	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

We are out sourcing all polygraph examinations.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Safety Licenses, Permits &

Account Title: Police Grants

Department Number: 24113 Account Number: 40463

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$38,316	$42,099	$0	$20,000	$42,146

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 20,000	$ 20,000		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 2026 Budget comprises of: EUDL, Speed Enforcement grant, OUI grant, OT reimbursed for SMVCTF/US Marshals TFO. This gets paid out of the overtime budget, yet gets credited here.

EUDL Reimbursements for overtime rates.	FY 25/26 $12,250	FY25/26	$10,560.00
SPEED Enforcement25/26		FY26	$3,000.00
Distracted Driving Grant set to expire Oct. 2025 last of a 3 year grant.	FY 25 draw was $10,000.00	FY25	$1,500.00
Drug Recognition Expert Call out overtime reimbursement. Grant total $9,491.00		FY25	$0.00
US Marshals/SMVCTF OT reimbursement	FY 26	FY26	$19,073.00
			$34,133.00

Fiscal Year 2026
Revenue Estimates

March 27, 2025

Department: Pub Safety Licenses, Permits &

Account Title: Verizon Cell

Department Number: 24113

Account Number: 40630

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$9,521	$12,000	$0	$10,380	$20,988

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$20,988	$20,988		$10,608.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Rental payment for cell tower at PD paid monthly

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Safety Intergovernmental

Account Title: State Witness Fees Rev

Department Number: 24124 Account Number: 40410

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$2,120	$3,000	$3,350	$3,000	$2,400

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,500.00	$2,500.00		($500.00)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

State of Maine is behind in payments by more than a year in payments for officer testimony and court appearances. .

Fiscal Year 2026
Revenue Estimates

March 27, 2025

Department: Pub Safety Licenses, Permits &

Account Title: Police Grants

Department Number: 32561

Account Number: 40463

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$20,000	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

COPS Grant (COPE) Three year grant expires 06/30/23 will be filing for extension.

Fiscal Year 2026
Public Works Revenue Workbook

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Works Licenses, Permits &

Account Title: Street Opening Permit Rev

Department Number: 24114 Account Number: 40302

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$1,960	$3,000	$1,420	$3,500	$11,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$22,525	$22,525		$19,025

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Raise from $30.00 to $ $150.00

35 @ $30.00 $1,050.00
18 @ $425.00 $7,650.00

New Fee $425.00

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Works Licenses, Permits &

Account Title: Recycling Revenue

Department Number: 24114 Account Number: 40303

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$32,108	$65,000	$47,741	$66,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$66,000.00	$66,000.00		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Need report from Finance.

2021	$	57,052.00
2022	$	65,409.00
2023	$	32,108.00
2024		$48,797.00
Min	$	32,108.00
Ave	$	51,523.00
Max	$	65,409.00

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Works Licenses, Permits &

Account Title: Solid Waste Bag Sales Revenue

Department Number: 24114 Account Number: 40304

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$80,780	$70,000	$43,804	$100,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100,000	$100,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

2020	$	55,700.00
2021	$	81,358.00
2022	$	116,355.75
2023	$	76,071.00
2024	$	43,804.00
2025	FINANCE	
Min	$	43,804.00
Ave	$	74,657.75
Max	$	116,355.75

Additional sale of waste bags due to recycling program
130 larger cans out to date. $122.00 ayear =15,860 year show in 24114-40322

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Works Licenses, Permits &

Account Title: Large Bin Sales

Department Number: 24114 Account Number: 40322

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$19,886	$70,000	$13,835	$27,500	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,860	$27,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY	Budget	Actual
2021	$ 45,000.00	$ 12,656.00
2022	$ 60,000.00	$ 24,034.00
2023	$ 65,000.00	$ 13,834.00
2024	$ 27,500.00	$ 21,164.00
2025	$ 17,446.00	

143 Larger cans out @ $122.00 per year Total of $17,446

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Works Licenses, Permits &

Account Title: Municipal Garage Labor Charge

Department Number: 24114 Account Number: 40700

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$124,138	$120,760	$147,470	$120,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$120,000	$120,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

2020	$	132,725.00	
2021	$	99,334.00	
2022	$	124,018.00	
2023	$	124,138.00	
2024	$	147,470.00	
2025	$	69,891.00	Finance
Aveage	$	116,262.67	

Need Fy 24 Finance number per garage billing.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Works Intergovernmental

Account Title: State Road Assist Program Rev

Department Number: 24125 Account Number: 40404

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$203,308	$199,000	$0	$200,000	$204,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$204,000	$200,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

2022	$	204,428.00
2023	$	204,428.00
2024	$	204,428.00
Min	$	204,428.00
Ave	$	204,428.00
Max	$	204,428.00

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Works Intergovernmental

Account Title: School Dept. Share Revenue

Department Number: 24125 Account Number: 40450

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$25,000	$0	$25,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$25,000	$25,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fy 24 Finance number needed estimate $25000

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Works Other

Account Title: Miscellaneous Revenue

Department Number: 24153 Account Number: 40559

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$72,283	$100	$21,672	$2,300	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,300	$2,300		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Need finance numbers
Charge Point Chargers

2015	$	1,940.00
2016	$	338.00
2017	$	979.00
2018	$	150.00
2019	$	96.00
2020	$	-
2021	$	-
2022	$	14,568.00
Min	$	-
Ave	$	2,258.88
Max	$	14,568.00

Fiscal Year 2026
Tax Collector Revenue Workbook

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Property Taxes

Account Title: Tax Lien Costs Revenue

Department Number: 24101 Account Number: 40111

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$9,472	$15,000	$8,257	$12,500	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$9,400	$12,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

2013	$15,392.17
2014	$12,789.13
2015	$44,928.04
2016	$16,627.36
2017	$27,737.46
2018	$1,156.81
2019	$23,947.56
2020	$878.48
2021	$11,198.00
2022	$20,300.00
2023	$9,472.00

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Property Taxes

Account Title: Quit Claim Fee Revenue

Department Number: 24101 Account Number: 40112

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$900	$3,000	$2,805	$1,500	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,500	$1,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

2013	$4,125.00
2014	$1,419.00
2015	$1,425.00
2016	$4,275.00
2017	$2,175.00
2018	$2,400.00
2019	$2,400.00
2020	$3,375.00
2021	$3,150.00
2022	$1,604.00
2023	
Ave	$2,634.80

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Excise Taxes

Account Title: Motor Vehicle Excise Tax Rev

Department Number: 24102 Account Number: 40120

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$4,113,157	$3,875,000	$3,601,833	$4,200,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,888,500	$4,100,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY	Budget	Actual	
2013	$2,500,000.00	$2,576,743.93	
2014	$2,500,000.00	$2,734,072.64	6.1%
2015	$2,650,000.00	$2,884,117.00	5.5%
2016	$2,750,000.00	$3,062,132.00	6.2%
2017	$2,975,000.00	$3,316,877.62	8.3%
2018	$3,025,000.00	$3,448,088.23	4.0%
2019	$3,150,000.00	$3,585,242.48	4.0%
2020	$3,375,000.00	$3,754,560.80	4.7%
2021	$3,060,000.00	$3,901,533.41	3.9%
2022	$3,750,000.00	$3,972,279.42	1.8%
2023	$3,850,000.00	*$3,875,000.00*	-2.4%
2024	$3,850,000.00		
2025	$3,888,500.00		1%

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Excise Taxes

Account Title: Boat Excise Tax Revenue

Department Number: 24102 Account Number: 40121

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$24,018	$17,500	$12,196	$17,500	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$17,500	$17,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY	Budget	Actual	% Annual Change (Actual)
2013	$17,000.00	$16,298.20	
2014	$17,000.00	$17,967.42	10.2%
2015	$17,000.00	$16,303.38	-9.3%
2016	$17,000.00	$17,649.66	8.3%
2017	$16,000.00	$16,674.80	-5.5%
2018	$16,250.00	$15,963.60	-4.3%
2019	$16,500.00	$16,690.10	4.6%
2020	$16,300.00	$17,441.50	4.5%
2021	$16,700.00	$17,715.70	1.6%
2022	$16,900.00	$16,895.30	-4.6%
2023	$17,500.00	*$17,600.00*	4.2%
2024	$17,500.00		
2025	$17,500.00		

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Registration Fees

Account Title: Snowmobile Registration Reimbu

Department Number: 24110 Account Number: 40122

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$1,582	$1,400	$0	$1,400	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,400	$1,400		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

2013	$	1,251.18
2014	$	1,714.58
2015	$	1,707.96
2016	$	1,688.10
2017	$	1,178.36
2018	$	1,174.16
2019	$	1,602.04
2020	$	1,456.40
2021	$	1,503.00
2022	$	1,473.00
2023	$	1,475.00
2024	$	1,400.00
average		$1,468.65

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Registration Fees

Account Title: Motor Vehicle Reg Fee Rev

Department Number: 24110 Account Number: 40263

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$80,445	$80,000	$86,341	$84,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$81,230	$84,000		$0

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Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

2013	$52,356.78
2014	$53,425.72
2015	$55,470.03
2016	$58,242.38
2017	$59,200.00
2018	$57,877.00
2019	$57,762.60
2020	$68,285.41
2021	$90,087.00
2022	$85,428.00
2023	$80,445.00
2024	$81,249.45
Ave	$65,325.45
last 3 years average	$81,266.80

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Registration Fees

Account Title: IFW Registration Fee Rev

Department Number: 24110 Account Number: 40264

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$1,355	$2,800	$4,685	$2,900	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,900	$2,900		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

2013	$1,604.80
2014	$1,636.00
2015	$1,655.80
2016	$2,836.00
2017	$2,077.00
2018	$1,597.00
2019	$1,969.00
2020	$3,182.20
2021	$8,761.00
2022	$5,301.00
2023	
Average	$3,061.98

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Gen Govt Licenses, Permits & F

Account Title: Cannabis Business License

Department Number: 24111 Account Number: 40324

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$49,455	$20,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$20,000	$20,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Recreation Revenue Workbook

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Recreation General Programs

Account Title: Donations Received Revenue

Department Number: 31201 Account Number: 40557

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$11,000	$0	$960	$0	$2,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000.00	$5,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Donations to various Programs $ 5,000.00

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Recreation General Programs

Account Title: Recreation Program Fee Rev

Department Number: 31201 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$5,667	$8,000	$7,410	$12,000	$7,700

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 12,000.00	$ 12,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Maine Recreation and Park Association Summer Ticket Sales/Smittys	$	12,000.00
GF Financial Aid (from 21124-60795)	$	-

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Recreation Teen Center

Account Title: Recreation Program Fee Rev

Department Number: 31202 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$6,019	$2,750	$3,389	$0	$3,500

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Recreation Safari Camp

Account Title: Recreation Program Fee Rev

Department Number: 31204 Account Number 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$234,219	$371,225	$34,475	$371,225	$210,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$245,000.00	$245,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Safari Camp	125 maximum participants 8 weeks	Mon-Fri	$	190,625.00
Middle School Camp	40 maximum participants 8 weeks	Mon- Thursday	$	53,000.00
			$	**243,625.00**
		Total Summer Camps	**$**	**243,625.00**

31204-40296

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Recreation Outdoor Summer Bona

Account Title: Recreation Program Fee Rev

Department Number: 31206 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$347,649	$451,450	$202,241	$486,200	$195,215

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$436,350.00	$436,350.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Cub Care Rev

	estimates 25-26 students	tuition	months		
After Care	120	355	10	$	426,000.00
swim program				**$**	**3,600.00**
Registration Fees	120	50	1	$	6,000.00
Late Fees				$	750.00
			Subtotal Cub Ca	**$**	**436,350.00**

TOTAL	**$**	**436,350.00**

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Recreation Youth Enrichment

Account Title: Recreation Program Fee Rev

Department Number: 31209 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$5,025	$8,320	$11,270	$19,800	$40,396

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$43,840.00	$43,840.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Enrichment Revenue

	participants	Cost pp	Sessions		
Mad Science	40	99	2	$	7,920.00
safe sitter Babysitting 2	40	99	2	$	7,920.00
				$	-
Additional Program Dev.				$	4,000.00

Vacation Camps

February Vacation				$	12,000.00
April Vacation				$	12,000.00
	total enrichment			**$**	**43,840.00**

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Rec Youth Sports Program

Account Title: Recreation Program Fee Rev

Department Number: 31211 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$61,630	$38,104	$34,468	$99,205	$38,280

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$63,315.00	$63,315.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Youth sports program revenue	$ 63,315.00

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Rec Adult Sports Program

Account Title: Recreation Program Fee Rev

Department Number: 31214 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$40,341	$42,775	$34,017	$65,275	$30,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$36,550.00	$36,550.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

$ 36,550

Total Adult Sports **$ 36,550**

31214-40296

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Recreation Ross Center

Account Title: Recreation Program Fee Rev

Department Number: 31220 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$25,876	$28,635	$21,149	$44,635	$22,500

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$50,000.00	$50,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

$50,000.00

BOLDer Adult Programs

$50,000.00

Total

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Rec Outdoor Adventure Program

Account Title: Recreation Program Fee Rev

Department Number: 31225 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$5,306	$9,955	$2,835	$21,260	$9,955

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$17,000.00	$17,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Instructional Clinics		2,500
Outdoor Trips		4,000
Surf Camp		5,000
Ski Program		4,000
additional prog. Dev	$	1,500
	$	**17,000**

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Recreation Field Usage

Account Title: Recreation Program Fee Rev

Department Number: 31228 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$15,040	$14,945	$4,585	$14,945	$10,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$14,945.00	$14,945.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

St. Louis Field (SMMBL, AAU, GNCBL & UNE Baseball practices and games)	$11,490.00
Rotary Park - Martel Field (USSSA Softball Tournaments & AAU Baseball & Softball)	$1,730.00
Rotary Park (UNE X-Country Meets)	$300.00
Redmond Fld LAX Camp-Vball	$400.00
Doran Field (USSSA Softball Tournament, AAU Baseball)	$1,025.00
	$14,945.00

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Rec Community Center Rents

Account Title: Recreation Program Fee Rev

Department Number: 31230 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$10,219	$3,000	$5,116	$10,000	$6,800

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,000.00	$10,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Room Rentals $ 10,000.00

Fund	FY2025 Budget	Dept. Request	CM Recommendation
202-Mooring Fund	**($56,600)**	**($56,600)**	**($56,600)**
31102-Mooring Fees	($56,600)	($56,600)	($56,600)
206-Pool Beach Fund	**($130,280)**	**($112,575)**	**($130,280)**
31106-Pool Beaches Ops/Improves	($130,280)	($112,575)	($130,280)
216-Airport Operations Fund	**($153,050)**	**($169,516)**	**($169,516)**
31132-Airport Operations	($153,050)	($169,516)	($169,516)
31240-Airport Reimburseable Improve	$0	$0	$0
224-Recreation Program Fund	**($1,144,545)**	**($934,000)**	**($934,000)**
31201-Recreation General Programs	($12,000)	($17,000)	($17,000)
31202-Recreation Teen Center	$0	$0	$0
31204-Recreation Safari Camp	($371,225)	($245,000)	($245,000)
31206-Recreation Outdoor Summer Bona	($486,200)	($436,350)	($436,350)
31209-Recreation Youth Enrichment	($19,800)	($43,840)	($43,840)
31211-Rec Youth Sports Program	($99,205)	($63,315)	($63,315)
31214-Rec Adult Sports Program	($65,275)	($36,550)	($36,550)
31220-Recreation Ross Center	($44,635)	($50,000)	($50,000)
31225-Rec Outdoor Adventure Program	($21,260)	($17,000)	($17,000)
31228-Recreation Field Usage	($14,945)	($14,945)	($14,945)
31230-Rec Community Center Rents	($10,000)	($10,000)	($10,000)
228-Route 111 Mill District TIF Fund	**($1,400,000)**	**($1,400,000)**	**($1,400,000)**
31179-Route 111 Mill District TIF	($1,400,000)	($1,400,000)	($1,400,000)
230-Shellfish Fund	**($9,000)**	**($8,000)**	**($9,000)**
31142-Shellfish License Revenue	($9,000)	($8,000)	($9,000)
249-Ambulance Fund	**($1,435,000)**	**($1,623,968)**	**($1,623,968)**
32491-Ambulance Fund	($1,435,000)	($1,623,968)	($1,623,968)
601-Sewer Operations Fund	**($4,621,598)**	**($4,299,550)**	**($4,299,550)**
35101-Inflow & Infiltration Abatemen	($40,000)	$0	$0
35102-Sewer Operations	($4,536,050)	($4,254,600)	($4,254,600)
35103-Sewer Ind Pretreat Program	($45,548)	($44,950)	($44,950)

Fiscal Year 2026
Special Revenue Fund Workbook

Airport Hangars
TIF Revenue
Ambulance Service Fees

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Fleurent Hangar 7I

Department Number: 31132 Account Number: 40606

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$404	$372	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$272.00	$272.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Tieman Hangar 7E

Department Number: 31132 Account Number: 40607

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$477	$440	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$440.00	$440.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Morin Hangar 7A

Department Number: 31132 Account Number: 40608

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$463	$426	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$426.00	$426.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Bryand Hangar 7B

Department Number: 31132 Account Number: 40609

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$442	$407	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$407.00	$407.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental EAA Hangar

Department Number: 31132 Account Number: 40610

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$1,179	$1,086	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,086.00	$1,086.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Ryco Hangar 7C

Department Number: 31132 Account Number: 40611

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$455	$420	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$420.00	$420.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Cloutier Hangar 7D

Department Number: 31132 Account Number: 40612

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$455	$420	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$420.00	$420.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Polakewich Hangar 7F

Department Number: 31132 Account Number: 40613

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$442	$407	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$407.00	$407.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Ryco Hangar 1

Department Number: 31132 Account Number: 40614

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$1,803	$1,662	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,662.00	$1,662.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Bertrand Hangar 7G

Department Number: 31132 Account Number: 40615

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$430	$407	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$407.00	$407.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Bertrand Hangar Lot 3

Department Number: 31132 Account Number: 40616

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$943	$869	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$869.00	$869.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Keller Hangar Lot 2

Department Number: 31132 Account Number: 40617

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$724	$667	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$667.00	$667.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Sinclair Hangar 7H

Department Number: 31132 Account Number: 40618

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$394	$363	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$363.00	$363.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Lariviere Hangar Lot 4

Department Number: 31132 Account Number: 40619

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$1,083	$998	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$998.00	$998.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental DEW LLC Hangar 5A&B

Department Number: 31132 Account Number: 40620

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$944	$900	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$900.00	$900.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Morris Hangar 5D

Department Number: 31132 Account Number: 40621

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$463	$426	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$426.00	$426.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental DEW LLC Hangar 5C

Department Number: 31132 Account Number: 40622

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$478	$440	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$440.00	$440.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Cross Hangar 5E

Department Number: 31132 Account Number: 40624

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$477	$440	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$440.00	$440.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental GAL-AIR LLC Hangar 5G

Department Number: 31132 Account Number: 40625

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$442	$407	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$407.00	$407.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Godburn Hangar 5H

Department Number: 31132 Account Number: 40626

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$442	$407	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$407.00	$407.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental McGahey Hangar 5F

Department Number: 31132 Account Number: 40627

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$442	$407	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$7.00	$7.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Pate Hangar 5I

Department Number: 31132 Account Number: 40628

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$477	$440	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Glaude Hangar 6F

Department Number: 31132 Account Number: 40629

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$939	$865	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$865.00	$865.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Gadbois Hangar 6A

Department Number: 31132 Account Number: 40632

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$926	$853	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$853.00	$853.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Great Moose Hangar 6C

Department Number: 31132 Account Number: 40634

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$728	$671	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$671.00	$671.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

31132-40634

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Saucier Hangar 6B

Department Number: 31132 Account Number: 40635

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$765	$704	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$704.00	$704.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Apte Hangar 6E

Department Number: 31132 Account Number: 40636

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$790	$728	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$728.00	$728.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Rental Rousseau Hangar 6D

Department Number: 31132 Account Number: 40637

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$638	$588	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$588.00	$588.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Airport Operations

Account Title: Transfer in from Other Funds

Department Number: 31132 Account Number: 40801

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$35,000	$0	$35,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$35,000.00	$35,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

From GF

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Route 111 Mill District TIF

Account Title: Current Property Tax Revenue

Department Number: 31179 Account Number: 40100

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$1,005,494	$1,224,541	$0	$1,400,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,400,000.00	$1,400,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Route 111 Mill District TIF

Account Title: Federal Share Grants Revenue

Department Number: 31179 Account Number: 40431

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Route 111 Mill District TIF

Account Title: Miscellaneous Revenue

Department Number: 31179 Account Number: 40559

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Recreation General Programs

Account Title: Investment Income Revenue

Department Number: 31201 Account Number: 40500

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$4,863	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Ambulance Fund

Account Title: Ambulance Service Fee Rev

Department Number: 32491 Account Number: 40244

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$1,626,968	$1,425,000	$757,740	$1,435,000	$1,600,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,623,968	$1,623,968		$188,968

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Operations

Account Title: Bond Premium Revenue

Department Number: 35102 Account Number: 40593

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Safety Licenses, Permits &

Account Title: Parking Revenue

Department Number: 31235 Account Number: 40305

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$31,867	$0	$13,960	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0.00	$0.00	$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

No Longer Active

Ended with Premium taking over lots.
Permits transferred to parking garage operator as of July 1,2022

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Community TV Center Operations

Account Title: Cable Franchise Excise Tax Rev

Department Number: 31138 Account Number: 40130

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0.00	$0.00	$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

No Longer Active

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Community TV Center Operations

Account Title: Miscellaneous Revenue

Department Number: 31138 Account Number: 40559

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
		$ .00	$0.00	$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

No Longer Active

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Community TV Center Operations

Account Title: Use of Fund Balance-non-CityGF

Department Number: 31138 Account Number: 41199

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0.00	$0.00	$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percent increase above the previous budget will not be accepted. Use additional sheets if necessary.

No Longer Active

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Community TV Center Operations

Account Title: Investment Income Revenue

Department Number: 31138 Account Number: 40500

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0.00	$0.00	$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

No Longer Active

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: #N/A

Account Title: #N/A

Department Number: 24130 Account Number: 40559

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY202[illegible] Budget	FY2025 EOY Forecast
$0	$0		$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0.00	$0.00	$0.00

No Longer Active

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: #N/A

Account Title: #N/A

Department Number: 24130 Account Number: 40500

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0.0	$0.00	$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

No Longer Active

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pub Safety Licenses, Permits &

Account Title: Parking Fines Revenue

Department Number: 31235 Account Number: 40316

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0.00	$0.00	$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

No Longer Active

The separate Parking Fines Revenue Fund is ending with transfer of the garage. On-street enforcment revenue
On-street enforcment revenue shifted to GF

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Environmentl Resrv Operations

Account Title: Investment Income Revenue

Department Number: 31152 Account Number: 40500

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
		$0.00	$0.00	$0.00

No Longer Active

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based exclusively on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

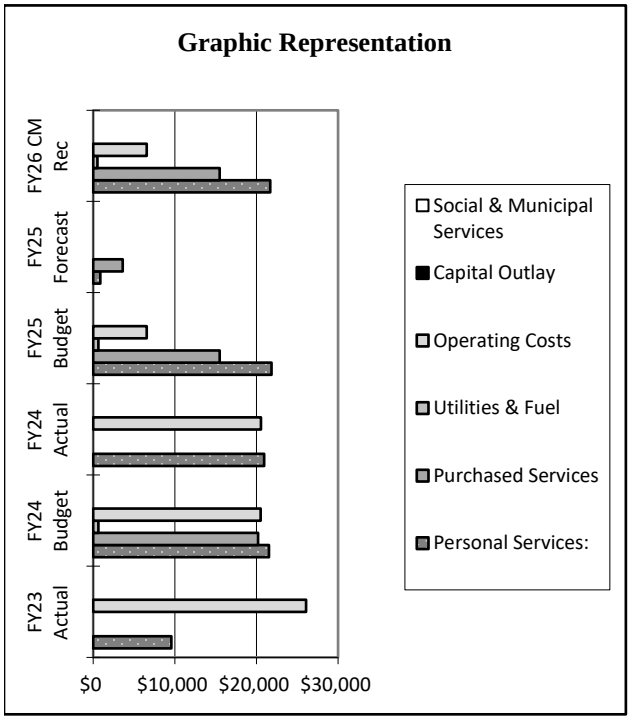
City of Biddeford, Maine
Fiscal Year 2026

Budget: Mooring Fees

Account Number: 31102

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$9,584	$21,531	$20,947	$21,851	$870	$9,689	$21,683	$21,683
Purchased Services	$0	$20,200	$0	$15,500	$3,600	$3,471	$15,500	$15,500
Utilities & Fuel	$0	$650	$0	$650	$0	$0	$520	$520
Operating Costs	$26,077	$20,500	$20,566	$6,545	$0	$0	$6,545	$6,545
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$35,661**	**$62,881**	**$41,513**	**$44,546**	**$4,470**	**$13,160**	**$44,248**	**$44,248**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):

FICA	**$1,377**
Workers Comp	**$736**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**-$22**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$2,091**
# of Full Time Employees	**1.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$21,851	$21,683	-$168	-0.8%
Purchased Services	$15,500	$15,500	$0	0.0%
Utilities & Fuel	$650	$520	-$130	-20.0%
Operating Costs	$6,545	$6,545	$0	0.0%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$44,546**	**$44,248**	**-$298**	-0.7%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60121	Annual Stipend Pay Expense	$7,125	$18,000	$18,000	$18,000	$0	$9,000	$18,000	$18,000
60201	FICA/Medicare-ER Share Exp	$545	$1,377	$1,377	$1,377	$0	$689	$1,377	$1,377
60251	Conferences/Training Expense	$1,465	$800	$1,370	$700	$0	$0	$700	$700
60253	Food/Lodging Expense	$0	$450	$0	$670	$670	$0	$670	$670
60256	Dues/Memberships Expense	$0	$0	$200	$200	$200	$0	$200	$200
60370	Workers Comp Insurance Exp	$449	$904	$0	$904	$0	$0	$736	$736
Totals		**$9,584**	**$21,531**	**$20,947**	**$21,851**	**$870**	**$9,689**	**$21,683**	**$21,683**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60310	Service Contracts Expense	$0	$5,200	$0	$10,000	$3,600	$3,471	$10,000	$10,000
60312	Temporary Contract Help Exp	$0	$15,000	$0	$5,500	$0	$0	$5,500	$5,500
60372	Vehicle Insurance Expense	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$0**	**$20,200**	**$0**	**$15,500**	**$3,600**	**$3,471**	**$15,500**	**$15,500**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60411	Gasoline Expense	$0	$650	$0	$650	$0	$0	$520	$520
Totals		**$0**	**$650**	**$0**	**$650**	**$0**	**$0**	**$520**	**$520**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60453	Vehicle Repair/Tires/Oil Exp	$9,709	$7,000	$0	$0	$0	$0	$0	$0
60465	Fire Boat Repair/Maint	$16,368	$7,000	$20,566	$0	$0	$0	$0	$0
60501	Operating Supp/Eqt Non-Cap	$0	$0	$0	$0	$0	$0	$0	$0
60502	Printing & Copying Expense	$0	$0	$0	$0	$0	$0	$0	$0
60799	Transfer Out to Other Funds	$0	$6,500	$0	$6,545	$0	$0	$6,545	$6,545
Totals		**$26,077**	**$20,500**	**$20,566**	**$6,545**	**$0**	**$0**	**$6,545**	**$6,545**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine
DEPARTMENT PERSONAL SERVICES BUDGET WORKSHEET
Fiscal Year 2026

DEPARTMENT: 31102 Mooring Fees

CLASSIFICATION	EMP #	POSITION	YEAREND ANNUALIZED TOTAL	REQUESTED	CITY MANAGER RECOMMEND.	COUNCIL APPROP.	LAST NAME	FIRST NAME	OBJECT
HAROR MASTER	10205	0.50	9,000.00	9,000.00	9,000.00		LAVERRIER	PAUL	60121
ASISTANT HARBORMASTER	11305	0.50	9,000.00	9,000.00	9,000.00		DESMARIAS	RANDY	60121
TOTAL BUDGETED POSITIONS		**1**	**18,000.00**	**18,000.00**	**18,000.00**	**18,000.00**			

Notes:

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Annual Stipend Pay Expense

Department Number: 31102 Account Number: 60121

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7,125	$18,000	$18,000	$18,000	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$18,000	$18,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Stipend by ordinance Sec. 74-50 *Compensation*

	Number	Unit (Qtrs)	Rate	Total
Harbormaster	2	4	$2,250.00	$18,000.00

**Ordinance specifies Stipend of $9,000 shall be paid to harbormaster and duly authorized assistant

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: FICA/Medicare-ER Share Exp

Department Number: 31102 Account Number: 60201

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$545	$1,377	$1,377	$1,377	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,377	$1,377		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Workers Comp Insurance Exp

Department Number: 31102 Account Number: 60370

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$449	$904	$0	$904	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$736	$736		-$168

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Workers Comp Increases

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Conferences/Training Expense

Department Number: 31102 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,465	$800	$1,370	$700	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$700	$700		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	Units		Rate		Expense
Annual Maine Harbormaster's Assoc. Meeting	2	$	350.00	$	700.00

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Food/Lodging Expense

Department Number: 31102 Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$450	$0	$670	$670

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$670	$670		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Annual meeting confernce expenses

Desc	Units		Rate		Expense
Food & Lodging at Meeting	2	$	335.00	$	670.00

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Dues/Memberships Expense

Department Number: 31102 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$200	$200	$200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$200	$200		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	Units		Rate		Expense
Annual Harbormnasters Assoc Membership	1	$	200.00	$	200.00

Included in annual conference fee

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Service Contracts Expense

Department Number: 31102 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$5,200	$0	$10,000	$3,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,000	$10,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Committee Recommendation

Desc	Units	Rate	Expense
Bouy, Anchor, Chain Replacement	1	$2,000.00	$2,000.00
Buoy Setting and Removal	1	$8,000.00	$8,000.00
US Fish and Wildlife Service (Culling of Geese)	0	$0.00	$0.00
			$10,000.00

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Temporary Contract Help Exp

Department Number: 31102 Account Number: 60312

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$15,000	$0	$5,500	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,500	$5,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Committee Recommendation

Desc	Units	Rate	Expense
Contingency, Services Expense (Derelict boat removal, retrievals, etc)	1	$ 5,500.00	$ 5,500.00

**EOY forecast includes removing and setting bouys. Moved to 60310 for FY25

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Vehicle Insurance Expense

Department Number: 31102 Account Number: 60372

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Covered under general policy, see 60799 Transfer Out

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Gasoline Expense

Department Number: 31102 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$650	$0	$650	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$520	$520		-$130

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Committee Recommendation

Fiscal Year	Budget	Actual
2016	$ 800.00	$ 1,141.55
2017	$ 1,100.00	$ 460.44
2018	$ 1,800.00	$ 443.75
2019	$ 1,800.00	$ 385.76
2020	$ 600.00	$ 655.11
2021	$ 600.00	$ 461.02
2022	$ 600.00	$ 955.29
2023	$ 600.00	
2024	$ 650.00	
Minimum		$ 385.76
Average		$ 643.27
Maximum		$ 1,141.55

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 31102 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$9,709	$7,000	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year	Budget	Actual
2015	$ 4,500.00	$ 2,024.42
2016	$ 4,500.00	$ 21,739.93
2017	$ 2,500.00	$ 4,233.66
2018	$ 5,000.00	$ 10,536.94
2019	$ 5,000.00	$ 7,331.44
2020	$ 8,450.00	$ 10,067.92
2021	$ 8,420.00	$ 8,759.28
2022	$ 9,709.00	$ 9,709.00
2023	$ 8,420.00	
Minumim		$ 2,024.42
Average		$ 9,300.32
Maximum		$ 21,739.93

Moved Spring/Fall Buoy Service and Repairs to 60310

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Fire Boat Repair/Maint

Department Number: 31102 Account Number: 60465

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$16,368	$7,000	$20,566	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Committee Recommendation

Fiscal Year	Budget	Actual
2015	$ 4,500.00	$ 2,024.42
2016	$ 4,500.00	$ 21,739.93
2017	$ 2,500.00	$ 4,233.66
2018	$ 5,000.00	$ 10,536.94
2019	$ 5,000.00	$ 7,331.44
2020	$ 8,450.00	$ 10,067.92
2021	$ 8,420.00	$ 8,759.28
2022	$ 9,709.00	$ 9,709.00
2023		
2024		

	Minumim	$	2,024.42
Shared expense with Saco	Average	$	9,300.32
	Maximum	$	21,739.93

CM - Funded within Fire Department

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 31102 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Committee Recommendation

Contingency for supplies

Fiscal Year	Budget	Actual
2015	$ 1,000.00	$ -
2016	$ 1,000.00	$ -
2017	$ 1,000.00	$ -
2018	$ 1,000.00	$ -
2019	$ 3,000.00	$ -
2020	$ 1,000.00	$ -
2021	$ 1,000.00	$ -
2022	$ 1,000.00	$ -
2023	$ 500.00	$ -
Minimum		$ -
Average		$ -
Maximum		$ -

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Printing & Copying Expense

Department Number: 31102 Account Number: 60502

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Committee Recommendation

Contingency for printing and copying

Fiscal Year	Budget	Actual
2015	$ 200.00	$ -
2016	$ 200.00	$ 233.75
2017	$ 250.00	$ 412.75
2018	$ 250.00	$ -
2019	$ 500.00	$ -
2020	$ 250.00	$ -
2021	$ 250.00	$ -
2022	$ 250.00	$ -
2023		$ -
Minimum		$ -
Average		$ 71.83
Maximum		$ 412.75

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Mooring Fees

Account Title: Transfer Out to Other Funds

Department Number: 31102 Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$6,500	$0	$6,545	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,545	$6,545		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Maine Paid Leave Act (Est)	$	45.00
Fund Admin Mgt Fee	$	5,000
Vehicle Insurance (from 60372)	$	1,500
	$	6,545

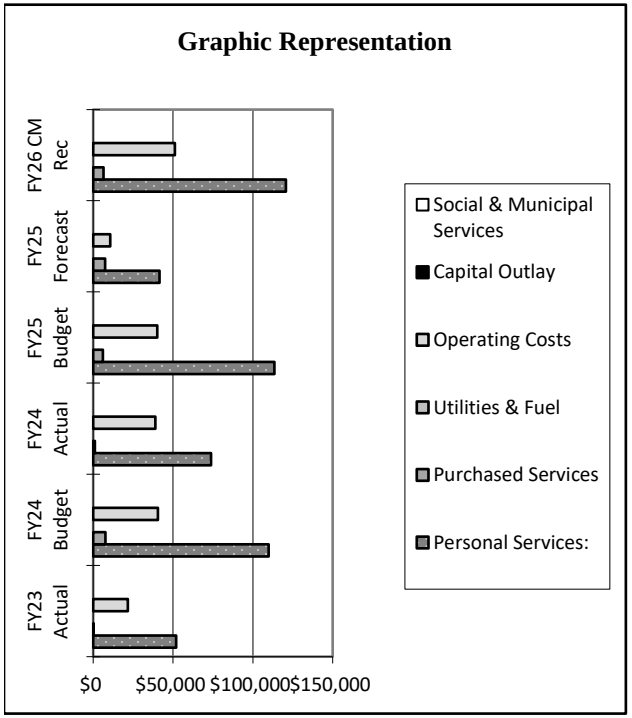
City of Biddeford, Maine
Fiscal Year 2026

Budget: Pool Beaches Ops/Improves

Account Number: 31106

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$51,914	$109,990	$73,855	$113,600	$41,600	$27,347	$120,753	$105,100
Purchased Services	$254	$7,635	$1,055	$6,135	$7,405	$200	$6,400	$6,400
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$21,750	$40,640	$38,881	$40,054	$10,740	$9,202	$51,207	$47,207
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$73,918**	**$158,265**	**$113,791**	**$159,789**	**$59,745**	**$36,749**	**$178,360**	**$158,707**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$7,826**
Workers Comp	**$2,827**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$58**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$10,711**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$113,600	$105,100	-$8,500	-7.5%
Purchased Services	$6,135	$6,400	$265	$0
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$40,054	$47,207	$7,153	17.9%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$159,789**	**$158,707**	**-$1,082**	-0.7%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60107	Temp/Seasonal Emp Wage Ex	$44,999	$95,040	$66,266	$97,300	$41,600	$25,251	$105,100	$105,100
60111	Overtime Wage Expense	$0	$4,000	$2,357	$5,000	$0	$153	$5,000	$0
60201	FICA/Medicare-ER Share Exp	$3,442	$7,577	$5,233	$7,826	$0	$1,943	$7,826	$0
60370	Workers Comp Insurance Exp	$3,473	$3,373	$0	$3,474	$0	$0	$2,827	$0
Totals		**$51,914**	**$109,990**	**$73,855**	**$113,600**	**$41,600**	**$27,347**	**$120,753**	**$105,100**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60313	Construction Services Expense	$254	$5,000	$0	$5,000	$0	$200	$5,000	$5,000
60330	Equipment Rent/Lease Exp	$0	$1,500	$0	$0	$6,350	$0	$0	$0
60374	Flood Insurance Expense	$0	$1,135	$1,055	$1,135	$1,055	$0	$1,400	$1,400
Totals		**$254**	**$7,635**	**$1,055**	**$6,135**	**$7,405**	**$200**	**$6,400**	**$6,400**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60450	Building Repair/Maint Exp	$1,517	$3,000	$92	$0	$500	$0	$500	$500
60455	Preventive Maintenance	$11,365	$10,345	$27,994	$14,000	$2,000	$1,008	$14,000	$10,000
60501	Operating Supp/Eqt Non-Cap	$8,868	$8,000	$10,795	$8,000	$8,240	$8,194	$8,000	$8,000
60502	Printing & Copying Expense	$0	$0	$0	$0	$0	$0	$0	$0
60503	Road Salt Expense	$0	$0	$0	$0	$0	$0	$0	$0
60799	Transfer Out to Other Funds	$0	$19,295	$0	$18,054	$0	$0	$28,707	$28,707
Totals		**$21,750**	**$40,640**	**$38,881**	**$40,054**	**$10,740**	**$9,202**	**$51,207**	**$47,207**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 31106 Pool Beaches Ops/Improves

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
OCEAN GUARDS/PKNG/BEACH PT EES	28	-	$96,927	$97,300	$97,300	0	0	60107
TOTAL BUDGETED POSITIONS		**-**	**$96,927**	**$97,300**	**$97,300**			

Notes:

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Pool Beaches Ops/Improves

Account Title: Temp/Seasonal Emp Wage Exp

Department Number: 31106 Account Number: 60107

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$44,999	$95,040	$66,266	$97,300	$41,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$105,100	$105,100		$7,800

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Ocean Lifeguards $55,200.00

Personnel	*Rate*	*Days*	*Hrs*	*Weeks*
6	*$20.00*	*5*	*8*	*11.50*

Ocean Lifeguards Asst $10,500.00

Personnel	*Rate*	*Days*	*Hrs*	*Weeks*
1	*$21.00*	*5*	*8*	*12.50*

Ocean Lifeguard Supervisor $11,500.00

Personnel	*Rate*	*Days*	*Hrs*	*Weeks*
1	*$23.00*	*5*	*8*	*12.50*

Parking Attendants $28,800.00

Personnel	*Rate*	*Days*	*Hrs*	*Weeks*
2	*$18.00*	*5*	*8*	*20*

Total ***$105,100.00***

CM - Paid in 21124

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Pool Beaches Ops/Improves

Account Title: Overtime Wage Expense

Department Number: 31106

Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$4,000	$2,357	$5,000	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000			($5,000)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Lifeguard OT $ 5,000.00

CM - In 21124

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Pool Beaches Ops/Improves

Account Title: FICA/Medicare-ER Share Exp

Department Number: 31106 Account Number: 60201

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,442	$7,577	$5,233	$7,826	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$7,826	$0		($7,826)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

CM - Paid in 21124

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Pool Beaches Ops/Improves

Account Title: Workers Comp Insurance Exp

Department Number: 31106 Account Number: 60370

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,473	$3,373	$0	$3,474	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,827			-$3,474

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

CM - Paid in 21124

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Pool Beaches Ops/Improves

Account Title: Construction Services Expense

Department Number: 31106 Account Number: 60313

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$254	$5,000	$0	$5,000	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000	$5,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

PW Use (contingency) $ 5,000.00

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Pool Beaches Ops/Improves

Account Title: Equipment Rent/Lease Exp

Department Number: 31106 Account Number: 60330

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,500	$0	$0	$6,350

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Temp bathrooms Pool beach $ 25,200.00
$24,000- rental
$700- delivery and pick up
$500- maintenance

CM - Expect presence of permanent bath house

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Pool Beaches Ops/Improves

Account Title: Building Repair/Maint Exp

Department Number: 31106 Account Number: 60450

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,517	$3,000	$92	$0	$500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$500

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY 26 temp lifeguard shed moved to beach, repairs or maintence $ 500.00

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Pool Beaches Ops/Improves

Account Title: Preventive Maintenance

Department Number: 31106

Account Number: 60455

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$11,365	$10,345	$27,994	$14,000	$2,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$14,000	$10,000		($4,000)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Walkway repair and upkeep, parking lot repair maintenance $14,000.00

CM - Expect lower costs due to presence of permanent bath house and new facilities

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Pool Beaches Ops/Improves

Account Title: Flood Insurance Expense

Department Number: 31106 Account Number: 60374

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,135	$1,055	$1,135	$1,055

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,400	$1,400		$265

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Flood insurance $ 1,400.00

CM - Expect and increase to cover new facility value

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Pool Beaches Ops/Improves

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 31106 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$8,868	$8,000	$10,795	$8,000	$8,240

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,000	$8,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fuel for PW-parks
Port-a-John Rental Gil Boucher (1)
Port-a-John Rental Fortunes Rocks (2)
Cleaning Supplies and Equipment
Lifeguard Course Reimbursment

$ 8,000.00

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Pool Beaches Ops/Improves

Account Title: Printing & Copying Expense

Department Number: 31106 Account Number: 60502

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	No.	$$/Each	Total
Beach stickers for residents and printing			$0.00

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Pool Beaches Ops/Improves

Account Title: Road Salt Expense

Department Number: 31106

Account Number: 60503

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Pool Beaches Ops/Improves

Account Title: Transfer Out to Other Funds

Department Number: 31106

Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$19,295	$0	$18,054	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 28,706.70	$ 28,706.70		$10,653

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Administrative cost support for sticker program	$	17,798.00
Payroll Transfer Lifeguard (Fringe)		$10,652.95
Maine Paid L:eave Act (Est)	$	255.75
	$	28,706.70

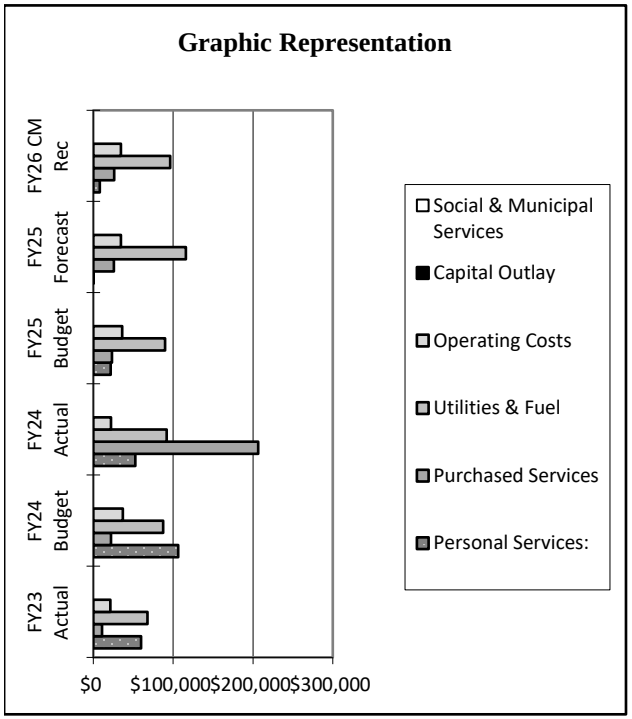
City of Biddeford, Maine
Fiscal Year 2026

Budget: Airport Operations

Account Number: 31132

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$59,903	$106,223	$52,789	$21,895	$150	$51,814	$8,220	$8,220
Purchased Services	$11,019	$22,234	$206,512	$23,234	$25,734	$11,495	$25,984	$25,984
Utilities & Fuel	$67,926	$87,303	$91,758	$89,800	$115,762	$81,447	$96,270	$96,270
Operating Costs	$21,328	$37,000	$22,251	$36,048	$34,548	$3,355	$34,548	$34,548
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$160,177**	**$252,760**	**$373,309**	**$170,978**	**$176,194**	**$148,111**	**$165,022**	**$165,022**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$502**
Workers Comp	**$221**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$780**
Total Fringe Benefit Impact	**$1,503**
# of Full Time Employees	**0.13**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$21,895	$8,220	-$13,675	-62.5%
Purchased Services	$23,234	$25,984	$2,750	$0
Utilities & Fuel	$89,800	$96,270	$6,470	$0
Operating Costs	$36,048	$34,548	-$1,500	-4.2%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$170,978**	**$165,022**	**-$5,956**	-3.5%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$18,445	$65,044	$0	$0	$0	$0	$0	$0
60105	F-T Employee Wage Exp	$24,389	$0	$51,543	$0	$0	$51,543	$0	$0
60106	P-T Employee Wage Exp	$2,683	$25,000	$1,157	$19,356	$0	$252	$6,567	$6,567
60111	Overtime Wage Expense	$0	$1,500	$0	$0	$0	$0	$0	$0
60129	Insurance Buyout Pay	$0	$1,500	$0	$0	$0	$0	$0	$0
60201	FICA/Medicare-ER Share Exp	$2,452	$7,428	$89	$1,481	$0	$19	$502	$502
60203	457 Plan-Employer Share Exp	$21	$0	$0	$0	$0	$0	$0	$0
60210	HPHC Ins Employer Share Ex	$8,940	$285	$0	$0	$0	$0	$0	$0
60212	S-T Disability ER Share Exp	$50	$167	$0	$0	$0	$0	$0	$0
60216	Delta Dental ER Share	$0	$0	$0	$0	$0	$0	$0	$0
60217	RHSA Plan ER Share	$405	$780	$0	$0	$0	$0	$780	$780
60230	Clothing/Uniforms Expense	$0	$150	$0	$150	$150	$0	$150	$150
60252	Travel/Mileage Expense	$0	$400	$0	$100	$0	$0	$0	$0
60370	Workers Comp Insurance Exp	$2,518	$3,969	$0	$809	$0	$0	$221	$221
Totals		**$59,903**	**$106,223**	**$52,789**	**$21,895**	**$150**	**$51,814**	**$8,220**	**$8,220**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60306	Other Prof/Consult Srvs Exp	$0	$0	$0	$0	$0	$0	$0	$0
60310	Service Contracts Expense	$3,418	$6,000	$199,030	$7,000	$10,000	$8,768	$10,000	$10,000
60320	Advertising	$330	$1,000	$130	$1,000	$500	$0	$750	$750
60331	Land/Building Lease Expense	$3,600	$3,600	$3,600	$3,600	$3,600	($1,400)	$3,600	$3,600
60335									
60340									
60341									
60342									
60345									
60346									
60347									
60348									
60365									
60366									

60371	General Insurance Expense	$3,671	$11,634	$3,752	$11,634	$11,634	$4,127	$11,634	$11,634
60373	Building/Boiler Insurance Exp	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$11,019**	**$22,234**	**$206,512**	**$23,234**	**$25,734**	**$11,495**	**$25,984**	**$25,984**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$3,592	$4,000	$4,354	$3,600	$3,600	$1,290	$3,600	$3,600
60401	Water Expense	$328	$438	$312	$350	$312	$67	$320	$320
60402	Phone/Celular/Paging Exp	$694	$5,100	$133	$5,100	$5,100	$0	$5,100	$5,100
60404	Sewer User Fee Expense	$436	$450	$204	$450	$450	$0	$450	$450
60405	Heating Fuel Expense	$0	$1,000	$0	$1,000	$0	$0	$500	$500
60410	Diesel Fuel Expense	$615	$1,465	$297	$1,300	$1,300	$0	$1,300	$1,300
60411	Gasoline Expense	$62,262	$74,850	$86,457	$78,000	$105,000	$80,090	$85,000	$85,000
Totals		**$67,926**	**$87,303**	**$91,758**	**$89,800**	**$115,762**	**$81,447**	**$96,270**	**$96,270**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60450	Building Repair/Maint Exp	$10,039	$12,000	$1,932	$12,000	$12,000	$1,335	$12,000	$12,000
60452	Operating Equip Repair Exp	$2,870	$4,500	$2,837	$4,500	$4,500	$1,088	$4,500	$4,500
60453	Vehicle Repair/Tires/Oil Exp	$1,873	$6,000	$5,667	$6,000	$6,000	$0	$6,000	$6,000
60454	Grounds Maint/Improve Exp	$2,028	$4,000	$3,686	$4,000	$4,000	$473	$4,000	$4,000
60500	Admin/Office Supp/Eqt Non-C	$1,042	$4,000	$149	$3,000	$1,500	$99	$1,500	$1,500
60501	Operating Supp/Eqt Non-Cap	$3,033	$3,000	$381	$3,000	$3,000	$0	$3,000	$3,000
60754	Lease Principal Expense	$0	$0	$0	$0	$0	$0	$0	$0
60755	Lease Interest Expense	$0	$0	$0	$0	$0	$0	$0	$0
60797	Miscellaneous Expense	$443	$500	$7,599	$500	$500	$360	$500	$500
60799	Transfer Out to Other Funds	$0	$3,000	$0	$3,048	$3,048	$0	$3,048	$3,048
Totals		**$21,328**	**$37,000**	**$22,251**	**$36,048**	**$34,548**	**$3,355**	**$34,548**	**$34,548**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60600	Land Purchase/Improve Cap	$0	$0	$0	$0	$0	$0	$0	$0
60601	Building Construc/Repair Cap	$0	$0	$0	$0	$0	$0	$0	$0
60603	Vehicle Purchase Capital	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 31132 Airport Operations

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
AIRPORT P-T HELP	10090	0.13	$6,542	$6,567	$6,567	WELSH	STEVE	60106
TOTAL BUDGETED POSITIONS		**0.13**	**$6,542**	**$6,567**	**$6,567**			

Notes:

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: Dept Manager Salary Exp

Department Number: 31132 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$18,445	$65,044	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0	$0	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: P-T Employee Wage Exp

Department Number: 31132 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,683	$25,000	$1,157	$19,356	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,567	$6,567	$6,567	($12,789)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Part-time (plowing & mowing)

Wage	Hrs/day	Days/Wk	Wk/Yr	Total
$25.00	5	1	52	$6,500.00

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: Overtime Wage Expense

Department Number: 31132 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,500	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0	$0	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: Insurance Buyout Pay

Department Number: 31132 Account Number: 60129

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,500	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0	$0	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: FICA/Medicare-ER Share Exp

Department Number: 31132 Account Number: 60201

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,452	$7,428	$89	$1,481	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$502	$502	$502	-$978

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Change due to personnel changes

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: 457 Plan-Employer Share Exp

Department Number: 31132 Account Number: 60203

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$21	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0	$0	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Change due to personnel changes

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: S-T Disability ER Share Exp

Department Number: 31132 Account Number: 60212

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$50	$167	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0	$0	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: HPHC Ins Employer Share Exp

Department Number: 31132 Account Number: 60210

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$8,940	$285	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0	$0	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Changed due to personnel changes

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: RHSA Plan ER Share

Department Number: 31132 Account Number: 60217

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$405	$780	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$780	$780	$780	$780

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Workers Comp Insurance Exp

Department Number: 31132

Account Number: 60370

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,518	$3,969	$0	$809	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$221	$221	$221	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: Clothing/Uniforms Expense

Department Number: 31132 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$150	$0	$150	$150

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$150	$150	$150	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Special clothing as needed.

FY 25 Projection: Fire proof apron, gloves, glasses.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Travel/Mileage Expense

Department Number: 31132

Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$400	$0	$100	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0	$0	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Travel to city hall and Augusta for Maine aeronauticcal meetings and meetings with Maine DOT.

Employees that would be doing this are in the PWD administration.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: Other Prof/Consult Srvs Exp

Department Number: 31132 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0	$0	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Zero request due to available grant funding

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Service Contracts Expense

Department Number: 31132 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,418	$6,000	$199,030	$7,000	$10,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,000	$10,000	$10,000	$100

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Trash Dumpster	$	300.00	
Minuteman Security software update	$	8,200.00	*Replace cameras*
Gas tank inspection and filter change	$	1,200.00	
Poland springs	$	300.00	
	$	10,000.00	

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Advertising

Department Number: 31132 Account Number: 60320

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$330	$1,000	$130	$1,000	$500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$750	$750	$750	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Maine Aeronautcal Business Association	$	250.00
Promotional-Discovery Map, Biddeford Chamber of Commerce, Air Nav website	$	500.00
	$	750.00

Promotional ads for fuel and things to do in Biddeford.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Land/Building Lease Expense

Department Number: 31132

Account Number: 60331

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,600	$3,600	$3,600	$3,600	$3,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,600	$3,600	$3,600	

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Cost of lease to store loader and snow blower attachment for airport.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: General Insurance Expense

Department Number: 31132 Account Number: 60371

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,671	$11,634	$3,752	$11,634	$11,634

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$11,634	$11,634	$11,634	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Insurance cost through Finance

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: Building/Boiler Insurance Exp

Department Number: 31132 Account Number: 60373

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0	$0	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

No Boiler

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Electricity Expense

Department Number: 31132

Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,592	$4,000	$4,354	$3,600	$3,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,600	$3,600	$3,600	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Standard electrical cost

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Water Expense

Department Number: 31132

Account Number: 60401

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$328	$438	$312	$350	$312

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$320	$320	$320	$38

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Airport water usage.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Phone/Celular/Paging Exp

Department Number: 31132

Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$694	$5,100	$133	$5,100	$5,100

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,100	$5,100	$5,100	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Covers the cost of internet and cell phone/land line

Cell phone
GWI
Spectrum

Contracted amount. Heated hanger rented.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Sewer User Fee Expense

Department Number: 31132

Account Number: 60404

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$436	$450	$204	$450	$450

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$450	$450	$450	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Based on historical data from 2022

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Heating Fuel Expense

Department Number: 31132

Account Number: 60405

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,000	$0	$1,000	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500	$500	($500)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Diesel Fuel Expense

Department Number: 31132

Account Number: 60410

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$615	$1,465	$297	$1,300	$1,300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,300	$1,300	$1,300	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Covers the cost of fuel for loader for snow removal. UTV use and mowing.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: Gasoline Expense

Department Number: 31132 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$62,262	$74,850	$86,457	$78,000	$105,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 85,000.00	$ 85,000.00	$ 85,000.00	$7,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Price changes weekly

Est. Fuel Purchase (Gal) from 31132-60411		16,236		16236
Purchase Rate	$	5.150	$	6.050
Fuel Expense	$	83,615.40	$	98,227.80

FY 25 Projection: City already purchased 16236 Gallons @ $83,615 Profit of $ $15,000 +/-

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Building Repair/Maint Exp

Department Number: 31132

Account Number: 60450

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$10,039	$12,000	$1,932	$12,000	$12,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$12,000	$12,000	$12,000	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

General building repairs

FY 25 Projection: Need new trim and paint/ Overhead door repairs.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: Operating Equip Repair Exp

Department Number: 31132 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,870	$4,500	$2,837	$4,500	$4,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,500	$4,500	$4,500	$2,250

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Pumps, hoses and reels

FY 25 Projection: Need to look at cameras. FAA Regs

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 31132

Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,873	$6,000	$5,667	$6,000	$6,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,000	$6,000	$6,000	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Repairs to loader/blower and tractor and ATV.

Loader	$	2,500.00
Blower	$	1,500.00
ATV	$	2,000.00
Total:	$	6,000.00

FY 25 Projection: Mild winter for Blower. Loader used twice.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Grounds Maint/Improve Exp

Department Number: 31132

Account Number: 60454

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,028	$4,000	$3,686	$4,000	$4,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,000	$4,000	$4,000	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Majority of ground maintenance completed in spring.

FY 25 Projection: Dirt road and pavement repair. Painting of the parking lot, runway and fueling area.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 31132 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,042	$4,000	$149	$3,000	$1,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,500	$1,500	$1,500	($450)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Office supplies, printer ink, etc., update computer security.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Airport Operations

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 31132

Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,033	$3,000	$381	$3,000	$3,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,000	$3,000	$3,000	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Hand tools	$	100.00
Wind socks	$	600.00
Light bulbs	$	125.00
Paint supplies	$	300.00
Hardware and lumber	$	375.00
AED	$	1,500.00
Total:	$	3,000.00

FY 24 Projection: Will use in summer months. Painiting of runway, trim, etc

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: Miscellaneous Expense

Department Number: 31132 Account Number: 60797

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$443	$500	$7,599	$500	$500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500	$500	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Airport Operations

Account Title: Transfer Out to Other Funds

Department Number: 31132 Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD
$0	$3,000	$0	$3,048	$3,048

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 3,048	$ 3,048	$ 3,048	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Vehicle Insurance (reimburse GF)
Administrative Fee for Special Revenue Funds $ 3,048.00
FY 26 Projection: Payment for the services of Finance

City of Biddeford, Maine

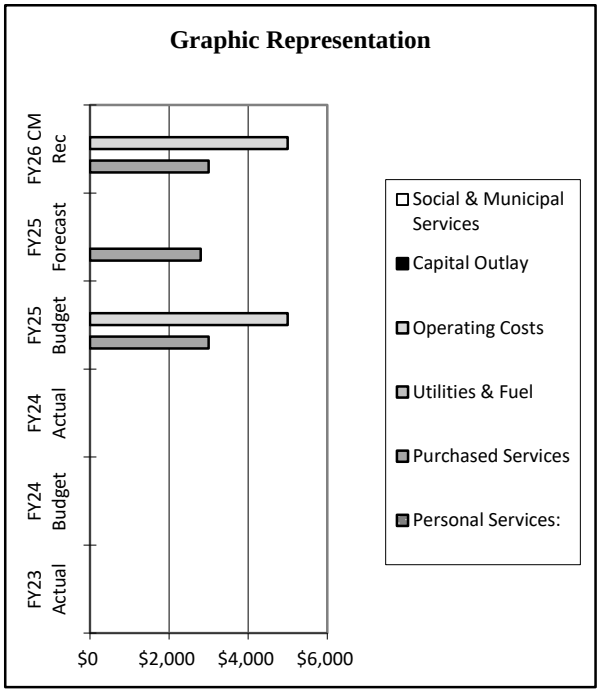
Fiscal Year 2026

Budget: Shell Fish

Account Number: 31142

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$0	$0	$3,000	$2,800	$2,800	$3,000	$3,000
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$5,000	$5,000	$0	$5,000	$5,000
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$0**	**$0**	**$0**	**$8,000**	**$7,800**	**$2,800**	**$8,000**	

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$3,000	$3,000	$0	0%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$5,000	$5,000	$0	0%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$8,000**	**$8,000**	**$0**	0%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		$0	$0	$0	$0	$0	$0	$0	$0

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60306	Other Prof/Consult Srvs Exp	$0	$0	$0	$3,000	$2,800	$2,800	$3,000	
Totals		$0	$0	$0	$3,000	$2,800	$2,800	$3,000	

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		$0	$0	$0	$0	$0	$0	$0	$0

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60799	Transfer Out to Other Funds	$0	$0	$0	$5,000	$5,000	$0	$5,000	
Totals		$0	$0	$0	$5,000	$5,000	$0	$5,000	

Fixed Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mayor's Rec
Totals		$0	$0	$0	$0	$0	$0	$0

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		$0	$0	$0	$0	$0	$0	$0

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		$0	$0	$0	$0	$0	$0	$0

City of Biddeford, Maine

Department Personnel Budget Not Applicable
Fiscal Year 2026

DEPARTMENT: 31142 Shell Fish

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Council Approved	Last Name	First Name	Object
TOTAL BUDGETED POSITIONS		**0**	**-**	**-**	**-**				

Notes:

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Shell Fish

Account Title: Other Prof/Consult Srvs Exp

Department Number: 31142 Account Number: 60306

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 Est. Expended
$0	$0	$0	$3,000	$2,800

FY2026 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,000	$3,000	$3,000	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	***Unit***	***Rate***	***Subtotal***
Waterfowl Control - IFW	0	$0.00	$0.00
Watershed Study	0	$0.00	$0.00
Wastershed Sampling	0	$0.00	$0.00
Crab Traps	1	$500.00	$500.00
Equipment for Shellfish Warden	1	$1,000.00	$1,000.00
Contingency	1	$1,500.00	$1,500.00
			$3,000.00

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Shell Fish

Account Title: Transfer Out to Other Funds

Department Number: 31142 Account Number: 60799

FY2023 Actual	FY2024 Budget	FY2024 Actual[1]	FY2025 Budget	FY2025 Est. Expended
$0	$0	$0	$5,000	$5,000

FY2026 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000	$5,000	$5,000	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	***Unit***	***Rate***	***Total***
Transfer Out - Admin/Finance Support	1	$5,000.00	$5,000.00
	1	$0.00	$0.00
	1	$0.00	$0.00
	1	$0.00	$0.00
	1	$0.00	$0.00
	1	$0.00	$0.00
			$5,000.00

**$5,000 estimate for preliminary budget purposes. Actual number will be adjusted across all special revenue funds once the budgets are known on a percentage basis.

City of Biddeford, Maine

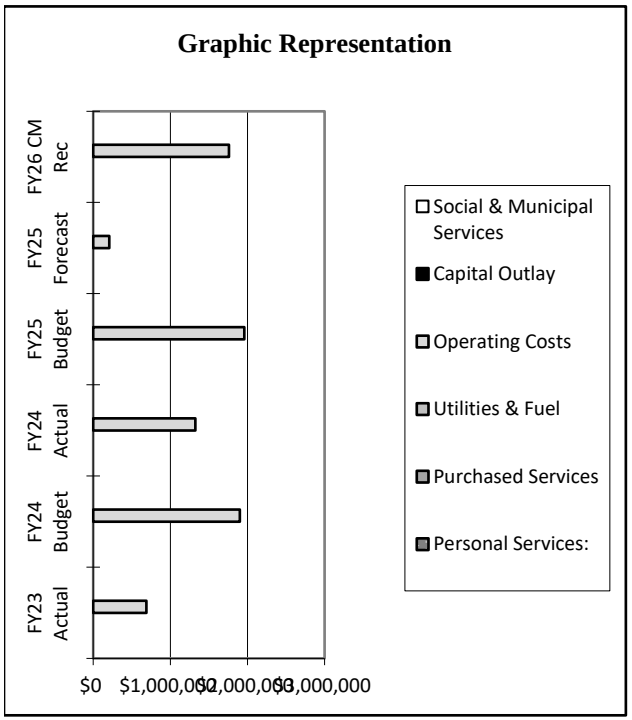
Fiscal Year 2026

Budget: Rte. 111-Mill Redev TIF Projec

Account Number: 31179

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$691,595	$1,899,611	$1,325,995	$1,959,611	$208,227	$0	$1,759,261	$1,759,261
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$691,595**	**$1,899,611**	**$1,325,995**	**$1,959,611**	**$208,227**	**$0**	**$1,759,261**	**$1,759,261**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$1,959,611	$1,759,261	-$200,350	-10.2%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$1,959,611**	**$1,759,261**	**-$200,350**	-10.2%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60595	Pearl St. Garage Support Pymt	$691,595	$0	$1,325,995	$1,073,166	$208,227	$0	$1,123,166	$1,123,166
60799	Transfer Out to Other Funds	$0	$1,899,611	$0	$886,445	$0	$0	$636,095	$636,095
Totals		**$691,595**	**$1,899,611**	**$1,325,995**	**$1,959,611**	**$208,227**	**$0**	**$1,759,261**	**$1,759,261**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Rte. 111-Mill Redev TIF Projec

Account Title: Pearl St. Garage Support Pymts

Department Number: 31179 Account Number: 60595

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$691,595	$0	$1,325,995	$1,073,166	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,123,166	$1,123,166		$50,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Garage Carrying Costs (Contingency Stabilization)	$	250,000
Garge Support Payment	$	873,166
	$	1,123,166

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Rte. 111-Mill Redev TIF Projec

Account Title: Transfer Out to Other Funds

Department Number: 31179 Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,899,611	$0	$886,445	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$636,095	$636,095		-$250,350

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Remediation - 3 Lincoln		Already in reserve
Developer TIF Reimbursement	$	571,095
Improvements - RiverWalk Connections		
Improvements - Sidewalk		
Grant Writer	$	65,000
	$	636,095

City of Biddeford, Maine

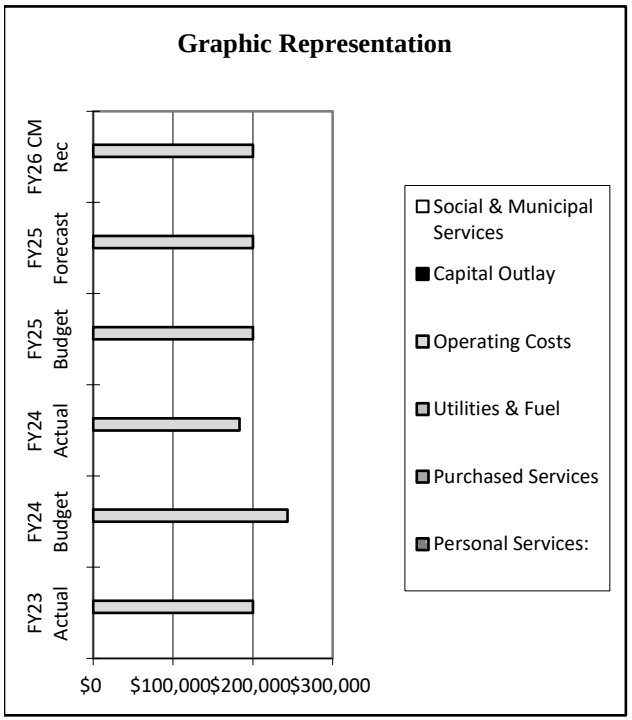
Fiscal Year 2026

Budget: Rte. 111-Mill Redev MERC Purch

Account Number: 31180

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$200,000	$243,300	$183,333	$200,000	$200,000	$0	$200,000	$200,000
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$200,000**	**$243,300**	**$183,333**	**$200,000**	**$200,000**	**$0**	**$200,000**	**$200,000**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$200,000	$200,000	$0	0.0%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$200,000**	**$200,000**	**$0**	0.0%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60750	Bond Principal Expense	$151,809	$199,540	$143,220	$159,303	$156,240	$0	$159,000	$159,000
60751	Bond Interest Expense	$48,191	$43,760	$40,114	$40,697	$43,760	$0	$41,000	$41,000
Totals		**$200,000**	**$243,300**	**$183,333**	**$200,000**	**$200,000**	**$0**	**$200,000**	**$200,000**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Rte. 111-Mill Redev MERC Purch

Account Title: Bond Principal Expense

Department Number: 31180 Account Number: 60750

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$151,809	$199,540	$143,220	$159,303	$156,240

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$159,000	$159,000		-$303

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Casella payment for purchase of Maine Energy Property

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Rte. 111-Mill Redev MERC Purch

Account Title: Bond Interest Expense

Department Number: 31180 Account Number: 60751

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$48,191	$43,760	$40,114	$40,697	$43,760

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$41,000	$41,000		$ 303

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Casella Payment

City of Biddeford, Maine

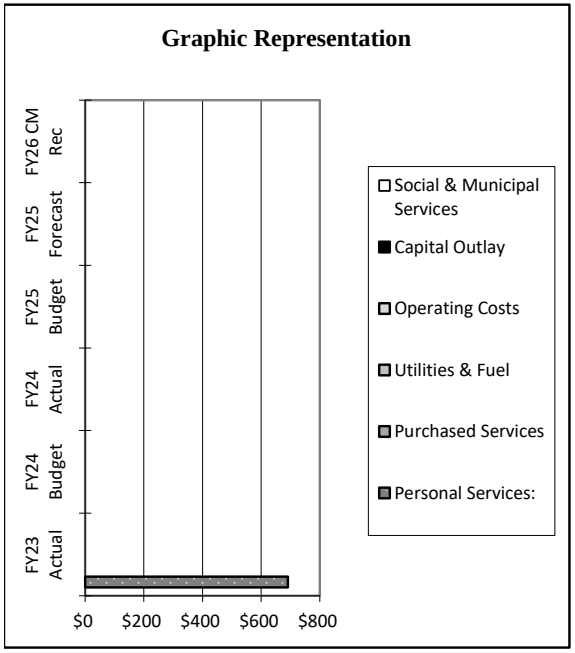
Fiscal Year 2026

Budget: Economic Revitalization Progra

Account Number: 31193

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec	FY26 City Council Approved
Personnel Services:	$691	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$0	$0	$0	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$691**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$0**	**$0**	**$0**	#DIV/0!

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec	FY26 Council
60105	F-T Employee Wage Exp	$691	$0	$0	$0	$0	$0	$0	$0	$0
60106	P-T Employee Wage Exp	$0	$0	$0	$0	$0	$0	$0	$0	$0
60201	FICA/Medicare-ER Share Exp	$0	$0	$0	$0	$0	$0	$0	$0	$0
60202	MPERS-Employer Share Exp	$0	$0	$0	$0	$0	$0	$0	$0	$0
60203	457 Plan-Employer Share Exp	$0	$0	$0	$0	$0	$0	$0	$0	$0
60210	HPHC Ins Employer Share Ex	$0	$0	$0	$0	$0	$0	$0	$0	$0
60212	S-T Disability ER Share Exp	$0	$0	$0	$0	$0	$0	$0	$0	$0
60213	L-T Disability ER Share Exp	$0	$0	$0	$0	$0	$0	$0	$0	$0
60217	RHSA Plan ER Share	$0	$0	$0	$0	$0	$0	$0	$0	$0
60251	Conferences/Training Expense	$0	$0	$0	$0	$0	$0	$0	$0	$0
60252	Travel/Mileage Expense	$0	$0	$0	$0	$0	$0	$0	$0	$0
60253	Food/Lodging Expense	$0	$0	$0	$0	$0	$0	$0	$0	$0
60256	Dues/Memberships Expense	$0	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$691**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec	FY26 Council
60306	Other Prof/Consult Srvs Exp	$0	$0	$0	$0	$0	$0	$0	$0	$0
60320	Advertising	$0	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec	FY26 Council
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec	FY26 Council

60501	Operating Supp/Eqt Non-Cap	$0	$0	$0	$0	$0	$0	$0	$0	$0
60704	Facade Improvement Grant Ex	$0	$0	$0	$0	$0	$0	$0	$0	$0
60799	Transfer Out to Other Funds	$0	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Economic Revitalization Progm

Account Title: Other Prof/Consult Svss Exp

Department Number: 31193

Account Number: 66306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Economic Revitalization Progra

Account Title: Advertising

Department Number: 31193

Account Number: 60320

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Economic Revitalization Progra

Account Title: Facade Improvement Grant Expen

Department Number: 31193 Account Number: 60704

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Economic Revitalization Progra

Account Title: Transfer Out to Other Funds

Department Number: 31193 Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

City of Biddeford, Maine

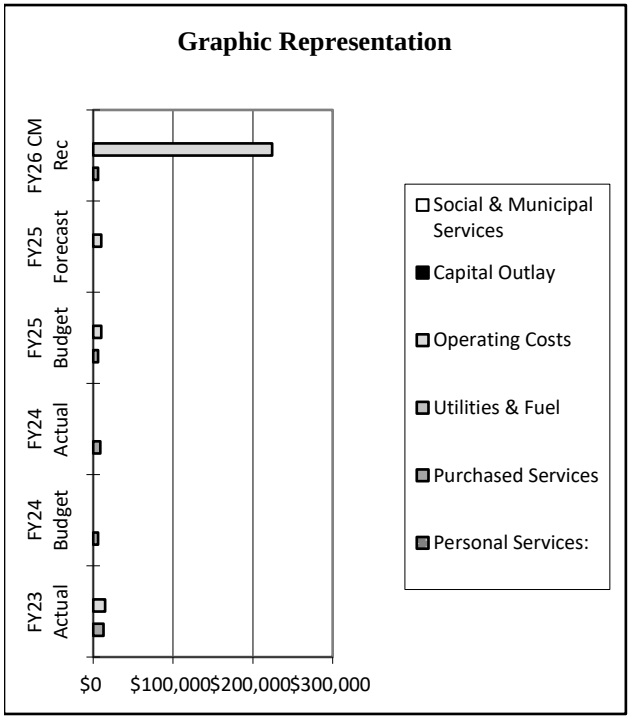
Fiscal Year 2026

Budget: Recreation General Programs

Account Number: 31201

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$13,023	$6,000	$8,908	$6,000	$0	$4,738	$6,000	$6,000
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$15,000	$0	$0	$10,000	$10,000	$0	$224,108	$224,108
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$28,023**	**$6,000**	**$8,908**	**$16,000**	**$10,000**	**$4,738**	**$230,108**	**$230,108**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$6,000	$6,000	$0	0.0%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$10,000	$224,108	$214,108	2141.1%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$16,000**	**$230,108**	**$214,108**	1338.2%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60365	Recreation Programs Expense	$13,023	$6,000	$8,908	$6,000	$0	$4,738	$6,000	$6,000
Totals		**$13,023**	**$6,000**	**$8,908**	**$6,000**	**$0**	**$4,738**	**$6,000**	**$6,000**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60799	Transfer Out to Other Funds	$15,000	$0	$0	$10,000	$10,000	$0	$224,108	$224,108
Totals		**$15,000**	**$0**	**$0**	**$10,000**	**$10,000**	**$0**	**$224,108**	**$224,108**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Recreation General Programs

Account Title: Recreation Programs Expense

Department Number: 31201 Account Number: 60365

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$13,023	$6,000	$8,908	$6,000	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,000	$6,000	$6,000	$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

MRPA Funtown Aquaboggan Discount tickets	$	6,000
Financial Aid moved to GF	$	-
	$	6,000

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Recreation General Programs

Account Title: Transfer Out to Other Funds

Department Number: 31201 Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$15,000	$0	$0	$10,000	$10,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$224,108	$224,108		$214,108

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Administrative transfer 24199-40801	$	20,000.00
Salary Transfer 31202-60365 to 24199-40801	$	57,118.00
Salary Transfer 31206-60105 to 24199-40801	$	146,990.00
	$	224,108.00

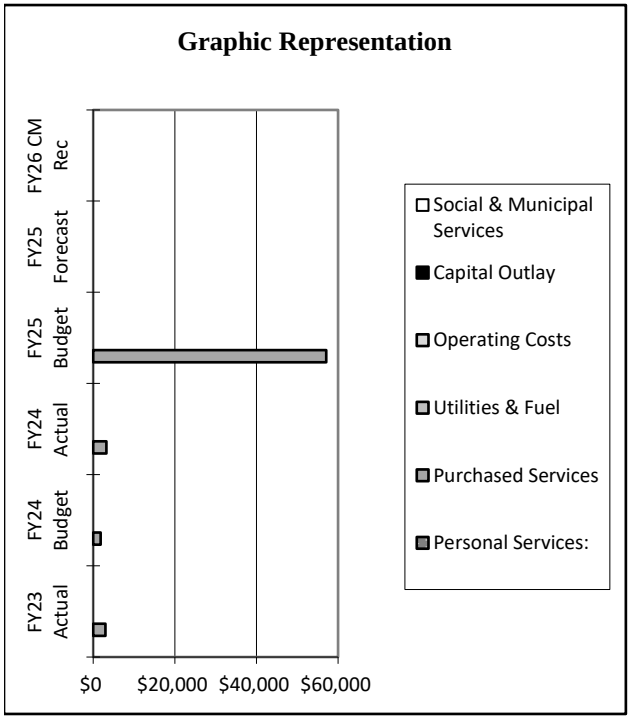
City of Biddeford, Maine
Fiscal Year 2026

Budget: Recreation Teen Center

Account Number: 31202

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$3,033	$1,800	$3,207	$57,118	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$3,033**	**$1,800**	**$3,207**	**$57,118**	**$0**	**$0**	**$0**	**$0**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$57,118	$0	-$57,118	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$57,118**	**$0**	**-$57,118**	-100.0%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60365	Recreation Programs Expense	$3,033	$1,800	$3,207	$57,118	$0	$0	$0	$0
Totals		**$3,033**	**$1,800**	**$3,207**	**$57,118**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Recreation Teen Center

Account Title: Recreation Programs Expense

Department Number: 31202 Account Number: 60365

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,033	$1,800	$3,207	$57,118	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		-$57,118

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

RP Mon-Fri 2-6PM	$	18.00	29.00	52.20	$	27,248
RP Mon-Fri 2-6PM	$	17.75	29.00	52.20	$	26,870
General Supplies					$	3,000
						57,118

move to fund other positions, in 21224 GF, moved as revenue to 24199-40801

City of Biddeford, Maine

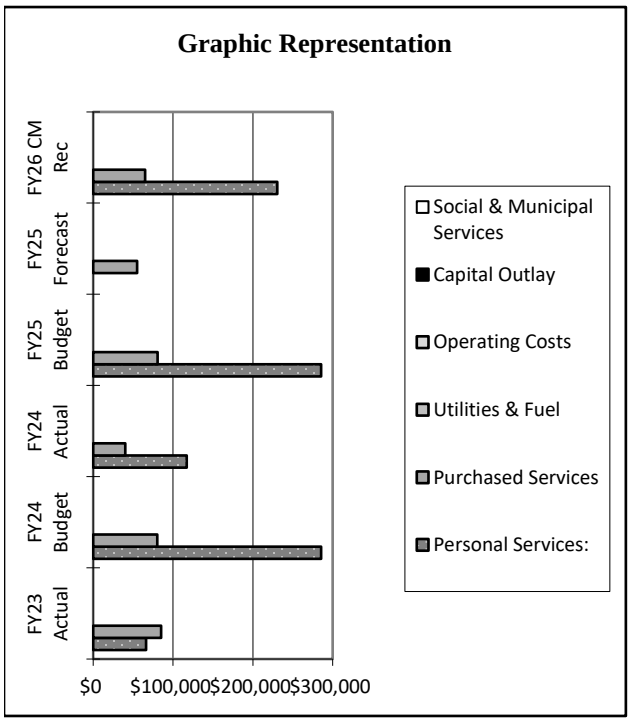
Fiscal Year 2026

Budget: Recreation Safari Camp

Account Number: 31204

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$66,250	$285,483	$117,063	$285,483	$0	$195,630	$230,490	$230,490
Purchased Services	$85,155	$80,118	$40,367	$80,760	$55,000	$2,136	$65,128	$65,128
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$151,405**	**$365,601**	**$157,430**	**$366,244**	**$55,000**	**$197,766**	**$295,618**	**$295,618**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$15,963**
Workers Comp	**$5,857**
Health Insurance	**$0**
Retirement	**$15,067**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$36,887**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$285,483	$230,490	-$54,993	-19.3%
Purchased Services	$80,760	$65,128	-$15,632	-19.4%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$366,244**	**$295,618**	**-$70,625**	-19.3%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60107	$31,204	$61,399	$256,958	$107,596	$256,958	$0	$193,052	$208,670	$208,670
60201	FICA/Medicare-ER Share Exp	$4,708	$19,657	$8,284	$19,657	$0	$2,212	$15,963	$15,963
60370	Workers Comp Insurance Exp	$0	$8,868	$0	$8,868	$0	$0	$5,857	$5,857
Totals		**$66,250**	**$285,483**	**$117,063**	**$285,483**	**$0**	**$195,630**	**$230,490**	**$230,490**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60365	Recreation Programs Expense	$85,155	$71,250	$40,367	$71,892	$55,000	$2,136	$59,271	$59,271
60370	Workers Comp Insurance Exp	$0	$8,868	$0	$8,868	$0	$0	$5,857	$5,857
Totals		**$85,155**	**$80,118**	**$40,367**	**$80,760**	**$55,000**	**$2,136**	**$65,128**	**$65,128**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 31204 Recreation Safari Camp

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Council Approved	Last Name	First Name	Object
STAFFING SAFARI CAMP	232		146,280.00	146,280.00	146,280.00	0	0		60107
STAFFING OSB	233		35,320.00	35,320.00	35,320.00	0	0		60107
STAFFING CARAVAN CAMP	234		13,270.00	13,270.00	13,270.00	0	0		60107
STAFFING CONVOY CAMP	235	-	6,600.00	6,600.00	6,600.00	0	0		60107
STAFFING CIT	236	-	7,200.00	7,200.00	7,200.00	0	0		60107
TOTAL BUDGETED POSITIONS		**-**	**208,670.00**	**208,670.00**	**208,670.00**				

Notes:
Remove Caravan , CIT, Convoy

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** $0.00

Account Title: $31,204.00

Department Number: 31204 Account Number: 60107

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$61,399	$256,958	$107,596	$256,958	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$208,670	$208,670		($48,288.0)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Safari-Teen Camp Staffing

Counselors-K-5 **$115,600.00**

Personnel	*Rate*	*Hrs/Day*	*Days/Wk*	*Weeks*
20	*$17.00*	*8*	*5*	*8.50*

Site Leaders **$0.00**

Personnel	*Rate*	*Hrs/Day*	*Days/Wk*	*Weeks*
0	*$18.00*	*8*	*5*	*10.00*

Bus Driver **$11,900.00**

Personnel	*Rate*	*Hrs/Day*	*Days/Wk*	*Weeks*
2	*$20.00*	*7*	*5*	*8.50*

Inclusion Coordinator **$9,200.00**

Personnel	*Rate*	*Hrs/Day*	*Days/Wk*	*Weeks*
1	*$20.00*	*8*	*5*	*11.50*

Camp Directors: K-8 **$20,930.00**

Personnel	*Rate*	*Hrs/Day*	*Days/Wk*	*Weeks*
2	*$22.75*	*8*	*5*	*11.50*

Teen Camp Counselors **$17,340.00**

Personnel	*Rate*	*Hrs/Day*	*Days/Wk*	*Weeks*
3	*$17.00*	*8*	*5*	*8.50*

Assistant Camp Director **$18,400.00**

Personnel	*Rate*	*Hrs/Day*	*Days/Wk*	*Weeks*
2	*$20.00*	*8*	*5*	*11.50*

Part-Time Counselors **$15,300.00**

Personnel	*Rate*	*Hrs/Day*	*Days/Wk*	*Weeks*
5	*$15.00*	*8*	*3*	*8.50*

Total **$208,670.00**

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Recreation Safari Camp

Account Title: Overtime Wage Expense

Department Number: 31204 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$143	$0	$1,184	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Recreation Safari Camp

Account Title: FICA/Medicare-ER Share Exp

Department Number: 31204 Account Number: 60201

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,708	$19,657	$8,284	$19,657	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,963	$15,963		($3,694)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Recreation Safari Camp

Account Title: Workers Comp Insurance Exp

Department Number: 31204 Account Number: 60370

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$8,868	$0	$8,868	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,857	$5,857		-$3,011

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Recreation Safari Camp

Account Title: Recreation Programs Expense

Department Number: 31204 Account Number: 60365

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$85,155	$71,250	$40,367	$71,892	$55,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$59,271	$59,271		($12,621)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Maine Family and Medical Leave Act	$	521.68
Safari Camp		
Contract Drivers	$	1,000.00
K-5 Camp Entrance Fees	$	20,000.00
K-5 Camper Shirts	$	1,500.00
K-5 Supplies	$	10,000.00
K-5 Training	$	1,000.00
Staff Shirts	$	750.00
Grades 6-8 Camp		
Entrance Fees	$	15,000.00
Camper Shirts	$	750.00
Supplies	$	1,500.00
Staff Shirts	$	250.00
Caravan Camp		
Entrance Fees	$	-
Convoy Camp		
Entrance Fees	$	-
CIT		
CIT Shirts	$	-
Supplies	$	-
My Rec	$	-
Other		
Special Events/ Guest Performers	$	1,000.00
Cleaning Supplies	$	1,000.00
Snacks and Meals	$	2,500.00
Office Supplies	$	500.00
Completion Bonuses	$	2,000.00
	$	**59,271.68**

City of Biddeford, Maine

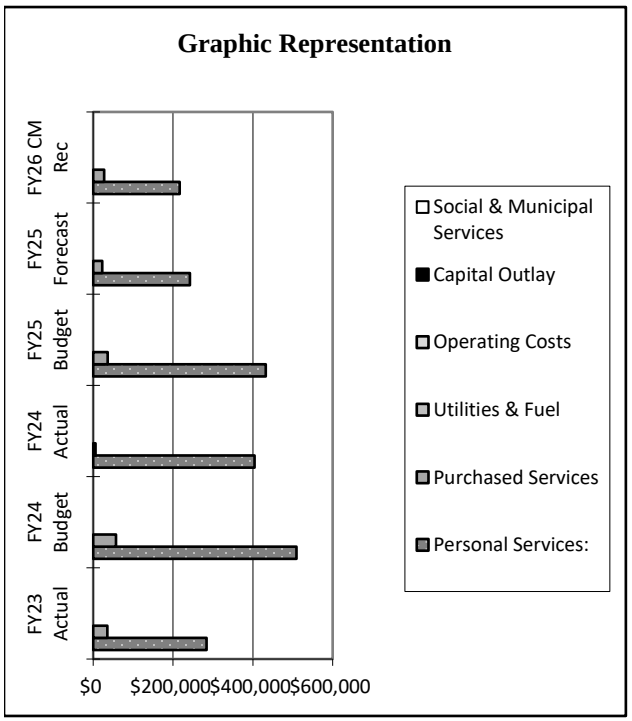
Fiscal Year 2026

Budget: Recreation Cub Care-Vacation Camps

Account Number: 31206

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$284,136	$509,004	$404,303	$432,731	$242,288	$114,804	$216,957	$144,012
Purchased Services	$35,189	$57,221	$5,441	$36,380	$22,500	$4,434	$27,832	$27,762
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$319,325**	**$566,225**	**$409,744**	**$469,111**	**$264,788**	**$119,238**	**$244,789**	**$171,774**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$11,671**
Workers Comp	**$4,281**
Health Insurance	**$38,575**
Retirement	**$15,714**
Unemployment	**$0**
Other Insurance	**$1,560**
Total Fringe Benefit Impact	**$71,801**
# of Full Time Employees	**3.74**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$432,731	$144,012	-$288,720	-66.7%
Purchased Services	$36,380	$27,762	-$8,618	-24%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$469,111**	**$171,774**	**-$297,337**	-63.4%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60105	F-T Employee Wage Exp	$82,282	$151,756	$120,301	$171,914	$134,461	$49,398	$0	$0
60106	P-T Employee Wage Exp	$123,569	$238,180	$156,990	$174,564	$100,137	$34,372	$148,100	$126,000
60107	Temp/Seasonal Emp Wage Ex	$28,146	$2,000	$41,321	$2,000	$6,940	$6,140	$500	$500
60111	Overtime Wage Expense	$1,345	$7,500	$1,323	$0	$750	$690	$0	$0
60201	FICA/Medicare-ER Share Exp	$17,100	$30,557	$22,874	$13,803	$0	$6,553	$11,671	$11,671
60202	MPERS-Employer Share Exp	$3,767	$16,244	$8,946	$18,404	$0	$3,389	$15,714	$0
60203	457 Plan-Employer Share Exp	$2,428	$16,244	$3,456	$0	$0	$659	$0	$0
60210	HPHC Ins Employer Share Ex	$24,019	$30,932	$46,706	$43,243	$0	$12,903	$35,131	$0
60212	S-T Disability ER Share Exp	$186	$334	$257	$334	$0	$70	$0	$0
60216	Delta Dental ER Share	$0	$0	$0	$0	$0	$0	$0	$0
60217	RHSA Plan ER Share	$1,294	$1,560	$2,130	$2,340	$0	$630	$1,560	$1,560
60370	Workers Comp Insurance Exp	$0	$13,697	$0	$6,130	$0	$0	$4,281	$4,281
Totals		**$284,136**	**$509,004**	**$404,303**	**$432,731**	**$242,288**	**$114,804**	**$216,957**	**$144,012**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60365	Recreation Programs Expense	$35,189	$43,524	$5,441	$30,250	$22,500	$4,434	$23,551	$23,481
60370	Workers Comp Insurance Exp	$0	$13,697	$0	$6,130	$0	$0	$4,281	$4,281
Totals		**$35,189**	**$57,221**	**$5,441**	**$36,380**	**$22,500**	**$4,434**	**$27,832**	**$27,762**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 31206 Recreation Cub Care-Vacation Camps

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended		Last Name	First Name	Object
COUNSELORS	50	3.33	110,455.17	110,880.00	110,880.00	0	0		60106
SITE DIRECTORS	31	0.40	15,062.07	15,120.00	15,120.00	0	0		60106
CUSTODIAN	51	-	22,015.33	22,100.00	22,100.00	0	0		60106
EARLY RELEASE DRIVER	BUS CAMP 2	-	498.08	500.00	500.00	0	0		60107
TOTAL BUDGETED POSITIONS		**3.74**	**148,030.65**	**148,600.00**	**148,600.00**				

Notes:
Remove Vacation camp positions

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Recreation Cub Care-Vacation Camps

Account Title: F-T Employee Wage Exp

Department Number: 31206 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$82,282	$151,756	$120,301	$171,914	$134,461

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		-$171,914

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Program Coordinator- Camps and Cub Care $54,000.00

Personnel		*Hrs/Day*	*Days/Wk*	*Weeks*
1		*8*	*5*	*52.20*

Program Coordinator Cub Care and Waterfront $58,000.00

Personnel		*Hrs/Day*	*Days/Wk*	*Weeks*
1		*8*	*5*	*52.20*

OSB-Youth Sports Assistant $57,167.35

Personnel		*Hrs/Day*	*Days/Wk*	*Weeks*
1		*8*	*5*	*52.20*

$169,167.35

Total

Move 31206-60105 to Revenue GF to cover salaries - 24199-40801

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Recreation Cub Care-Vacation Camps

Account Title: P-T Employee Wage Exp

Department Number: 31206

Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$123,569	$238,180	$156,990	$174,564	$100,137

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$148,100	$126,000		-$48,564

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Site Director $18/hr. **$15,120.00**

Personnel	*Hrly*	*Hrs/Day*	*Days/Wk*	*Weeks*
1	*$18.00*	*4*	*5*	*42.00*

Counselors $16/hr. **$110,880.00**

Personnel	*Hrly*	*Hrs/Day*	*Days/Wk*	*Weeks*
11	*$16.00*	*3*	*5*	*42.00*

Custodian $17/ hour **$22,100.00**

Personnel	Hrly	Hrs/day	*Days/Wk*	52.00
1	*$17.00*	*5*	5	

$148,100.00

CM - Custodian not funded

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Recreation Cub Care-Vacation Camps

Account Title: Temp/Seasonal Emp Wage Exp

Department Number: 31206

Account Number: 60107

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$28,146	$2,000	$41,321	$2,000	$6,940

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$ (1,500)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Vac Camp bus driver $0.00

Personnel	*Rate*	*Hrs/Day*	*Days/Wk*	*Weeks*
1	*$0.00*	*5*	*5*	*2.00*

Early Release driver $500.00

Personnel	*Rate*	*Hours per day*	*Days*	
1	*$20.00*	*5*	*5*	

Total $500.00

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Recreation Cub Care-Vacation Camps

Account Title: Overtime Wage Expense

Department Number: 31206

Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,345	$7,500	$1,323	$0	$750

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$ -

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Recreation Cub Care-Vacation Camps

Account Title: FICA/Medicare-ER Share Exp

Department Number: 31206

Account Number: 60201

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$17,100	$30,557	$22,874	$13,803	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$11,671	$11,671		$ (2,132)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Recreation Cub Care-Vacation Camps

Account Title: MPERS-Employer Share Exp

Department Number: 31206

Account Number: 60202

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,767	$16,244	$8,946	$18,404	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,714	$0		-$18,404

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

CM - Transfer out to GF as GF revenue 24199-40801 for employee cost transfer as part of reorganization

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Recreation Cub Care-Vacation Camps

Account Title: 457 Plan-Employer Share Exp

Department Number: 31206

Account Number: 60203

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,428	$16,244	$3,456	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Recreation Cub Care-Vacation Camps

Account Title: HPHC Ins Employer Share Exp

Department Number: 31206

Account Number: 60210

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$24,019	$30,932	$46,706	$43,243	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$35,131	$0		$ (43,243)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

CM - transfer out to GF as Revenue $35,311 to 24199-40801 as part of reorganization

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Recreation Cub Care-Vacation Camps

Account Title: S-T Disability ER Share Exp

Department Number: 31206

Account Number: 60212

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$186	$334	$257	$334	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$ (334)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Recreation Cub Care-Vacation Camps

Account Title: RHSA Plan ER Share

Department Number: 31206

Account Number: 60217

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,294	$1,560	$2,130	$2,340	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,560	$1,560		-$780

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Recreation Cub Care-Vacation Camps

Account Title: Workers Comp Insurance Exp

Department Number: 31206

Account Number: 60370

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$13,697	$0	$6,130	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,281	$4,281		-$1,849

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 27, 2025

Department: Recreation Cub Care-Vacation Camps

Account Title: Recreation Programs Expense

Department Number: 31206

Account Number: 60365

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$35,189	$43,524	$5,441	$30,250	$22,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$23,551	$23,481		$ (6,769)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Maine Family and Medical Leave Act		$381.40
PikMyKid		1,200.00
Staff Training		$1,500.00
Staff clothing		$3,000.00
Cell Phones		$2,400.00
Supplies		$15,000.00
Total Cub Care	**Total Cub Care**	**$23,481.40**

$0.00

City of Biddeford, Maine

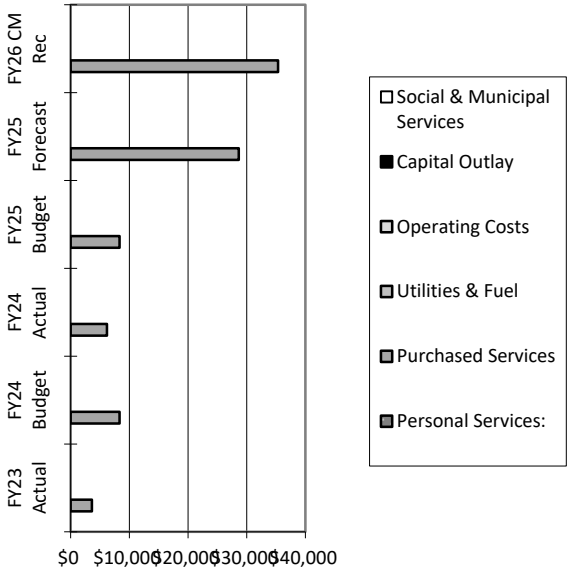
Fiscal Year 2026

Budget: Recreation Youth Enrichment

Account Number: 31209

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$3,639	$8,320	$6,170	$8,320	$28,655	$2,155	$35,360	$35,360
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$3,639**	**$8,320**	**$6,170**	**$8,320**	**$28,655**	**$2,155**	**$35,360**	**$35,360**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$8,320	$35,360	$27,040	325.0%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$8,320**	**$35,360**	**$27,040**	325.0%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60365	Recreation Programs Expense	$3,639	$8,320	$6,170	$8,320	$28,655	$2,155	$35,360	$35,360
Totals		**$3,639**	**$8,320**	**$6,170**	**$8,320**	**$28,655**	**$2,155**	**$35,360**	**$35,360**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Recreation Youth Enrichment

Account Title: Recreation Programs Expense

Department Number: 31209 Account Number: 60365

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,639	$8,320	$6,170	$8,320	$28,655

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$35,360	$35,360		$ 27,040

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Enrichment Expenses

Mad Science #VALUE!

	Cost pp	*participants*	*sessions*	
	$110.00	*14 per session*	*4*	*$ 6,160.00*

Safe Sitter

	Cost pp	*1 session*		
	$20.00	*10 per session*		*200.00*

Additional Enrichment I $ -

				$ 2,500.00

Vacation Camps

Wages per camp	$ 5,750.00	2 camps	$	19,000.00
Supplies, activities	$ 750.00	2 camps	$	1,500.00
Field Trip fees	$ 3,000.00		$	6,000.00
			$	26,500.00

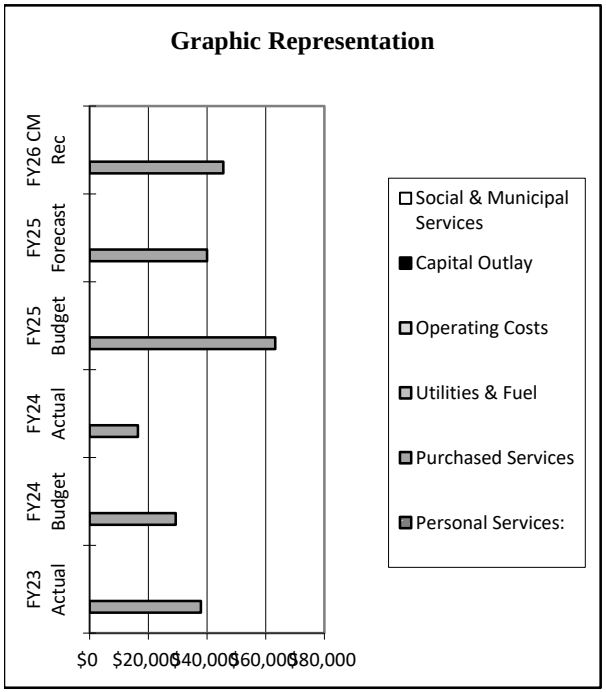
City of Biddeford, Maine
Fiscal Year 2026

Budget: Rec Youth Sports Program

Account Number: 31211

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$37,953	$29,339	$16,468	$63,247	$40,000	$17,032	$45,580	$45,580
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$37,953**	**$29,339**	**$16,468**	**$63,247**	**$40,000**	**$17,032**	**$45,580**	**$45,580**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$63,247	$45,580	-$17,667	-27.9%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$63,247**	**$45,580**	**-$17,667**	-27.9%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60365	Recreation Programs Expense	$37,953	$29,339	$16,468	$63,247	$40,000	$17,032	$45,580	$45,580
Totals		**$37,953**	**$29,339**	**$16,468**	**$63,247**	**$40,000**	**$17,032**	**$45,580**	**$45,580**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 27, 2025 **Department:** Rec Youth Sports Program

Account Title: Recreation Programs Expense

Department Number: 31211 Account Number: 60365

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$37,953	$29,339	$16,468	$63,247	$40,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$45,580	$45,580		-$17,667

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

1. Winter Basketball				$4,500.00
Travel Basketball				$4,200.00
7th/8th Rec Basketball League				$0.00
2. Fall Soccer				$5,500.00
Kinder & Pre K Soccer				$300.00
3. Fall Flag Football				$1,600.00
4. Junior Golf Clinic (2 sessions)				$2,350.00
5. Volleyballl Camp				$400.00
6. Competition Cheering				$8,500.00
7. River Rats Baseball Camp				$0.00
8. Fall Field Hockey				$1,300.00
9. Tennis in the Parks				$1,300.00
10. Longchamp Soccer & Sports Camps				$0.00
11. Start Smart Tennis				$150.00
12. Summer Field Hockey Camp K-3				$1,500.00
13.Summer Field Hockey Camp 4-8				$2,500.00
14. A Running Passion- Developmental				$1,800.00
15. Disc Golf				$0.00
17. Gym Supervisor - (480 hours x $16)				$7,680.00
18. New Programs				$2,300.00
Projected Yearly Total			**Total**	**$45,880.00**

City of Biddeford, Maine

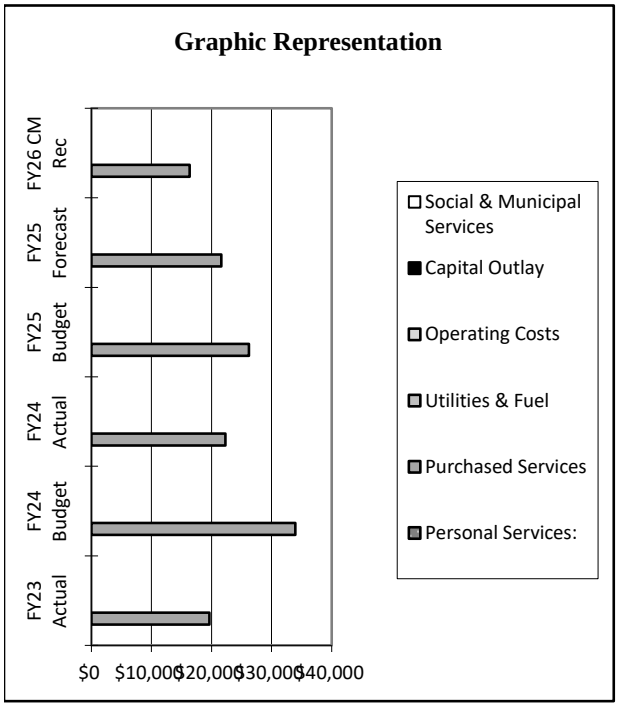
Fiscal Year 2026

Budget: Rec Adult Sports Program

Account Number: 31214

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$19,664	$33,920	$22,326	$26,235	$21,600	$4,411	$16,350	$16,350
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$19,664**	**$33,920**	**$22,326**	**$26,235**	**$21,600**	**$4,411**	**$16,350**	**$16,350**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$26,235	$16,350	-$9,885	-37.7%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$26,235**	**$16,350**	**-$9,885**	-37.7%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60365	Recreation Programs Expense	$19,664	$33,920	$22,326	$26,235	$21,600	$4,411	$16,350	$16,350
Totals		**$19,664**	**$33,920**	**$22,326**	**$26,235**	**$21,600**	**$4,411**	**$16,350**	**$16,350**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 31, 2025

Department: Rec Adult Sports Program

Account Title: Recreation Programs Expense

Department Number: 31214

Account Number: 60365

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$19,664	$33,920	$22,326	$26,235	$21,600

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$16,350	$16,350		$ (9,885)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Mens Softball	balls, staff wage, umpire, awards, supplies	$	4,000
Co-ed Softball	balls, staff wage, umpire, awards, supplies	$	4,000
Fall Mens Softball League	balls, staff wage, umpire, awards, supplies	$	-
Mens V.ball	balls, referee, awards, equipment	$	2,700
Womens V.ball	balls, referee, awards, equipment	$	2,700
Pickleball	balls, equipment, awards, supplies, court lining	$	1,500
Co-ed Indoor Soccer	balls, coordinator, equipment	$	150
Men's Basketball	balls, coordinator, equipment	$	150
Over 30 Basketball	balls, coordinator, equipment	$	150
Additional Program Development		$	1,000
		$	16,350

City of Biddeford, Maine

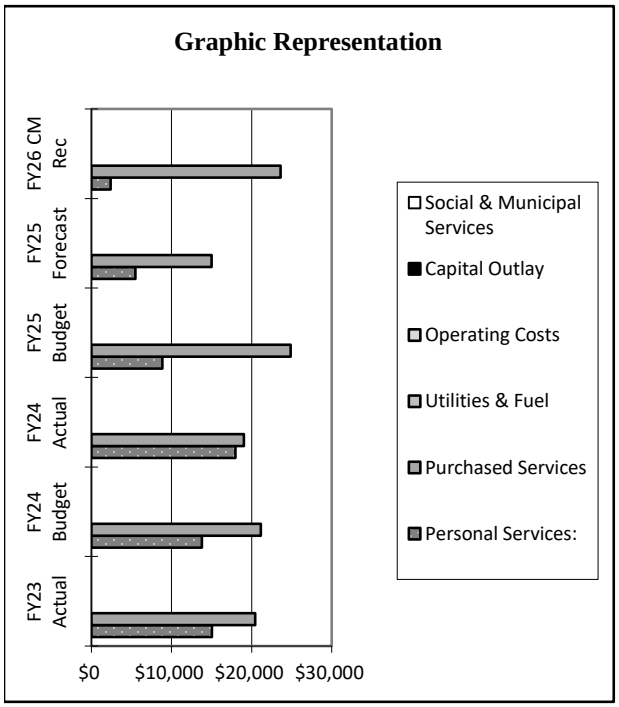
Fiscal Year 2026

Budget: Recreation Ross Center

Account Number: 31220

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$15,052	$13,776	$17,991	$8,865	$5,500	$7,306	$2,411	$2,411
Purchased Services	$20,439	$21,142	$19,023	$24,859	$15,000	$5,167	$23,614	$23,614
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$35,491**	**$34,918**	**$37,014**	**$33,724**	**$20,500**	**$12,473**	**$26,024**	**$26,024**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):

FICA	**$152**
Workers Comp	**$54**
Health Insurance	**$0**
Retirement	**$205**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$411**
# of Full Time Employees	**0.15**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$8,865	$2,411	-$6,454	-72.8%
Purchased Services	$24,859	$23,614	-$1,245	-5.0%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$33,724**	**$26,024**	**-$7,700**	-22.8%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60105	F-T Employee Wage Exp	$6,669	$5,703	$5,744	$0	$0	$2,789	$0	$0
60106	P-T Employee Wage Exp	$7,320	$6,396	$10,969	$7,830	$5,500	$3,999	$2,000	$2,000
60107	Temp/Seasonal Emp Wage Ex	$0	$0	$0	$0	$0	$0	$0	$0
60111	Overtime Wage Expense	$0	$0	$0	$0	$0	$0	$0	$0
60201	FICA/Medicare-ER Share Exp	$1,049	$926	$1,266	$599	$0	$513	$152	$152
60202	MPERS-Employer Share Exp	$0	$0	$0	$0	$0	$0	$205	$205
60203	457 Plan-Employer Share Exp	$0	$0	$0	$0	$0	$0	$0	$0
60210	HPHC Ins Employer Share Ex	$0	$0	$0	$0	$0	$0	$0	$0
60212	S-T Disability ER Share Exp	$14	$334	$12	$167	$0	$5	$0	$0
60217	S-T Disability ER Share Exp	$0	$0	$0	$0	$0	$0	$0	$0
60370	Workers Comp Insurance Exp	$0	$417	$0	$269	$0	$0	$54	$54
Totals		**$15,052**	**$13,776**	**$17,991**	**$8,865**	**$5,500**	**$7,306**	**$2,411**	**$2,411**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60365	Recreation Programs Expense	$20,439	$20,725	$19,023	$24,590	$15,000	$5,167	$23,560	$23,560
60370	Workers Comp Insurance Exp	$0	$417	$0	$269	$0	$0	$54	$54
Totals		**$20,439**	**$21,142**	**$19,023**	**$24,859**	**$15,000**	**$5,167**	**$23,614**	**$23,614**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 31220 Recreation Ross Center

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
PART TIME WORKER BUS DRIVER	10864	0.15	1,979.39	1,987.00	1,987.00	0	0	60106
TOTAL BUDGETED POSITIONS		**0.15**	**1,979.39**	**1,987.00**	**1,987.00**			

Notes:

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Ross Center

Account Title: F-T Employee Wage Exp

Department Number: 31220 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6,669	$5,703	$5,744	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Program Assisatnt $0.00

Personnel	*Rate*	*Hrs/Wk*	*Wks/Yr*
1		*6*	*52.2*

Moved to GF Recreation

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Ross Center

Account Title: P-T Employee Wage Exp

Department Number: 31220 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7,320	$6,396	$10,969	$7,830	$5,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,000	$2,000		$ (5,830)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Bus Driver/Trip Host $1,987.62

Personnel	*Rate*	*Hrs/Trip*	*Trips*	
1	*$22.00*	*6.0*	*15*	

using smaller busses in the future- less big bus trips

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Ross Center

Account Title: Temp/Seasonal Emp Wage Exp

Department Number: 31220 Account Number: 60107

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Ross Center

Account Title: Overtime Wage Expense

Department Number: 31220 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$ -

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Overtime $ -

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Ross Center

Account Title: FICA/Medicare-ER Share Exp

Department Number: 31220 Account Number: 60201

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,049	$926	$1,266	$599	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$152	$152		$ (447)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Ross Center

Account Title: S-T Disability ER Share Exp

Department Number: 31220 Account Number: 60212

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$14	$334	$12	$167	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		-$167

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Ross Center

Account Title: Workers Comp Insurance Exp

Department Number: 31220 Account Number: 60370

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$417	$0	$269	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$54	$54		-$215

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Ross Center

Account Title: Recreation Programs Expense

Department Number: 31220 Account Number: 60365

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$20,439	$20,725	$19,023	$24,590	$15,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$23,560	$23,560		$ (1,030)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Maine Family & Medical Leave Act		$4.97
Mystery Trips 2	meals, entertainment, fuel, prizes	$3,000.00
Theatre Trips w/Meal	tickets, fuel, meals, prizes	$5,500.00
Theatre w/o meal	tickets, fuel, prizes	$8,500.00
Arts & Crafts Classes/12	craft materials	$390.00
Craft Fairs/2	promotional items	$250.00
Lunch Bunch	staff meals, fuel	$1,500.00
Casino trips	staff meals, fuel	$1,000.00
Museums	tickets, gas, staff meals	$750.00
new programs	fees and supplies	$2,650.00
		$23,544.97

City of Biddeford, Maine

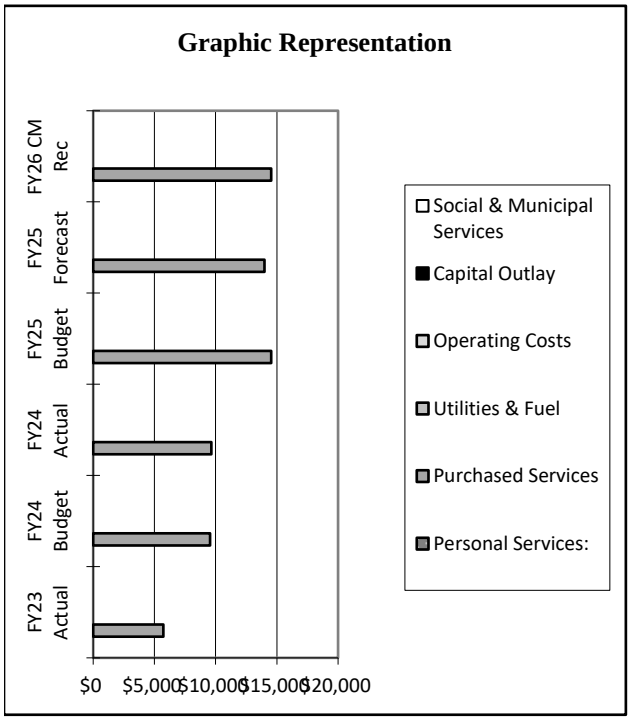
Fiscal Year 2026

Budget: Rec Outdoor Adventure Program

Account Number: 31225

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$5,721	$9,540	$9,645	$14,540	$14,000	$0	$14,540	$14,540
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$5,721**	**$9,540**	**$9,645**	**$14,540**	**$14,000**	**$0**	**$14,540**	**$14,540**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$14,540	$14,540	$0	0.0%
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$14,540**	**$14,540**	**$0**	0.0%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60365	Recreation Programs Expense	$5,721	$9,540	$9,645	$14,540	$14,000	$0	$14,540	$14,540
Totals		**$5,721**	**$9,540**	**$9,645**	**$14,540**	**$14,000**	**$0**	**$14,540**	**$14,540**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Rec Outdoor Adventure Program

Account Title: Recreation Programs Expense

Department Number: 31225 Account Number: 60365

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,721	$9,540	$9,645	$14,540	$14,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$14,540	$14,540		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Subtotal Instructional Clinics	$5,640
Subtotal Outdoor Trips	$3,800
tubes and paddleboards	$5,000
Instructor Dues/Training/Membership	100
	$14,540

City of Biddeford, Maine

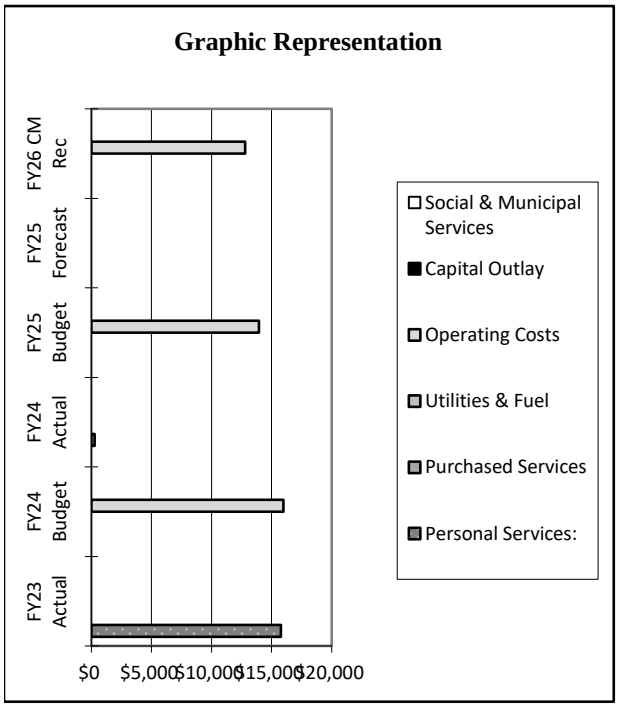
Fiscal Year 2026

Budget: Recreation Field Usage

Account Number: 31228

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$15,761	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$0	$255	$0	$0	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$15,987	$0	$13,946	$0	$0	$12,800	$12,800
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$15,761**	**$15,987**	**$255**	**$13,946**	**$0**	**$0**	**$12,800**	**$12,800**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$979**
Workers Comp	**$358**
Health Insurance	**$0**
Retirement	**$1,318**
Unemployment	**$0**
Other Insurance	**$167**
Total Fringe Benefit Impact	**$2,822**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$13,946	$12,800	-$1,146	-8.2%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$13,946**	**$12,800**	**-$1,146**	-8.2%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60105	F-T Employee Wage Exp	$0	$0	$0	$0	$0	$0	$0	$0
60107	Temp/Seasonal Emp Wage Ex	$0	$0	$0	$0	$0	$0	$0	$0
60111	Overtime Wage Expense	$0	$0	$0	$0	$0	$0	$0	$0
60201	FICA/Medicare-ER Share Exp	$0	$0	$0	$0	$0	$0	$0	$0
60202	MPERS-Employer Share Exp	$0	$0	$0	$0	$0	$0	$0	$0
60203	457 Plan-Employer Share Exp	$0	$0	$0	$0	$0	$0	$0	$0
60210	HPHC Ins Employer Share Ex	$0	$0	$0	$0	$0	$0	$0	$0
60212	S-T Disability ER Share Exp	$0	$0	$0	$0	$0	$0	$0	$0
60216	Delta Dental ER Share	$0	$0	$0	$0	$0	$0	$0	$0
60217	RHSA Plan ER Share	$0	$0	$0	$0	$0	$0	$0	$0
60370	Workers Comp Insurance Exp	$15,761	$0	$0	$0	$0	$0	$0	$0
Totals		**$15,761**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60365	Recreation Programs Expense	$0	$0	$255	$0	$0	$0	$0	$0
Totals		**$0**	**$0**	**$255**	**$0**	**$0**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60799	Transfer Out to Other Funds	$0	$15,987	$0	$13,946	$0	$0	$12,800	$12,800
Totals		**$0**	**$15,987**	**$0**	**$13,946**	**$0**	**$0**	**$12,800**	**$12,800**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 31228 Recreation Field Usage

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
PART TIME WORKERS	38	-	12,750.96	12,800.00	12,800.00	TRANSFER OUT	0	60107
TOTAL BUDGETED POSITIONS		**-**	**12,750.96**	**12,800.00**	**12,800.00**			

Notes:

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Field Usage

Account Title: Temp/Seasonal Emp Wage Exp

Department Number: 31228 Account Number: 60107

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Seasonal Employee

Personnel	*Rate*	*Hrs/Day*	*Days/Wk*	*Weeks*

Covered in Transfer Out

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Field Usage

Account Title: FICA/Medicare-ER Share Exp

Department Number: 31228 Account Number: 60201

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Covered in Transfer Out

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Field Usage

Account Title: MPERS-Employer Share Exp

Department Number: 31228 Account Number: 60202

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Covered in Transfer Out

$0
$0
$0
$0
$0

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Field Usage

Account Title: HPHC Ins Employer Share Exp

Department Number: 31228 Account Number: 60210

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Covered in Transfer Out

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Field Usage

Account Title: S-T Disability ER Share Exp

Department Number: 31228 Account Number: 60212

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Covered in Transfer Out

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Field Usage

Account Title: Workers Comp Insurance Exp

Department Number: 31228 Account Number: 60370

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$15,761	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Covered in Transfer Out

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Field Usage

Account Title: Recreation Programs Expense

Department Number: 31228 Account Number: 60365

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$255	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Field supplies

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Recreation Field Usage

Account Title: Transfer Out to Other Funds

Department Number: 31228 Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$15,987	$0	$13,946	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$12,800	$12,800		-$1,146

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

transfer out to 21124

City of Biddeford, Maine

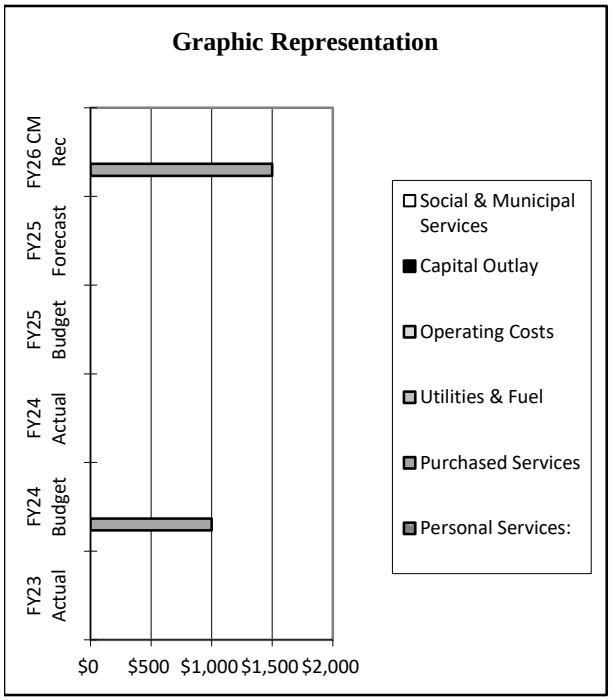
Fiscal Year 2026

Budget: Rec Community Center Rents

Account Number: 31230

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$0	$1,000	$0	$0	$0	$0	$1,500	$1,500
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$0**	**$1,000**	**$0**	**$0**	**$0**	**$0**	**$1,500**	**$1,500**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$1,500	$1,500	#DIV/0!
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$0**	**$1,500**	**$1,500**	#DIV/0!

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60365	Recreation Programs Expense	$0	$1,000	$0	$0	$0	$0	$1,500	$1,500
Totals		**$0**	**$1,000**	**$0**	**$0**	**$0**	**$0**	**$1,500**	**$1,500**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

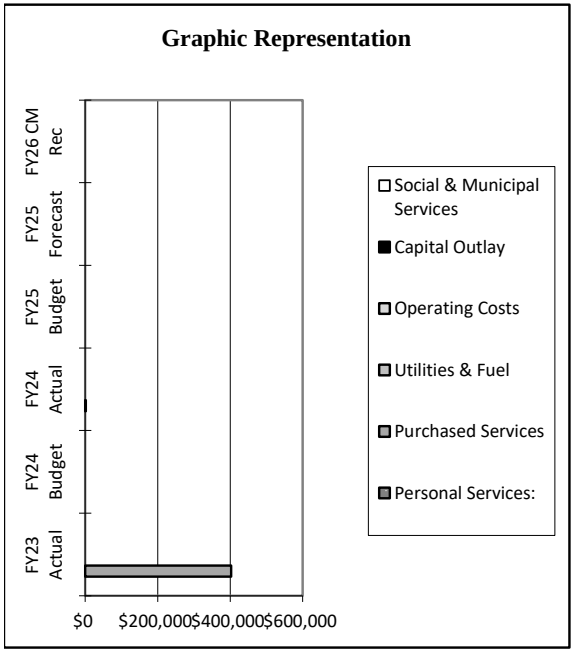
Fiscal Year 2026

Budget: Airport Reimburseable Improve.

Account Number: 31240

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec	FY26 City Council Approved
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$402,616	$0	$1,500	$0	$0	$91,830	$0	$0	$0
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$402,616**	**$0**	**$1,500**	**$0**	**$0**	**$91,830**	**$0**	**$0**	**$0**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$0	$0	$0	N/A
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$0	$0	$0	N/A
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$0**	**$0**	**$0**	N/A

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec	FY26 Council
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec	FY26 Council
60306	Other Prof/Consult Srvs Exp	$402,616	$0	$1,500	$0	$0	$91,830	$0	$0	$0
Totals		**$402,616**	**$0**	**$1,500**	**$0**	**$0**	**$91,830**	**$0**	**$0**	**$0**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec	FY26 Council
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec	FY26 Council
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec	FY26 Council
60600	Land Purchase/Improve Cap	$0	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec	FY26 Council
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Airport Reimburseable Improve.

Account Title: Other Prof/Consult Srvs Exp

Department Number: 31240 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$402,616	$0	$1,500	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$ -

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Airport Reimburseable Improve.

Account Title: Land Purchase/Improve Cap

Department Number: 31240 Account Number: 60600

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

City of Biddeford, Maine

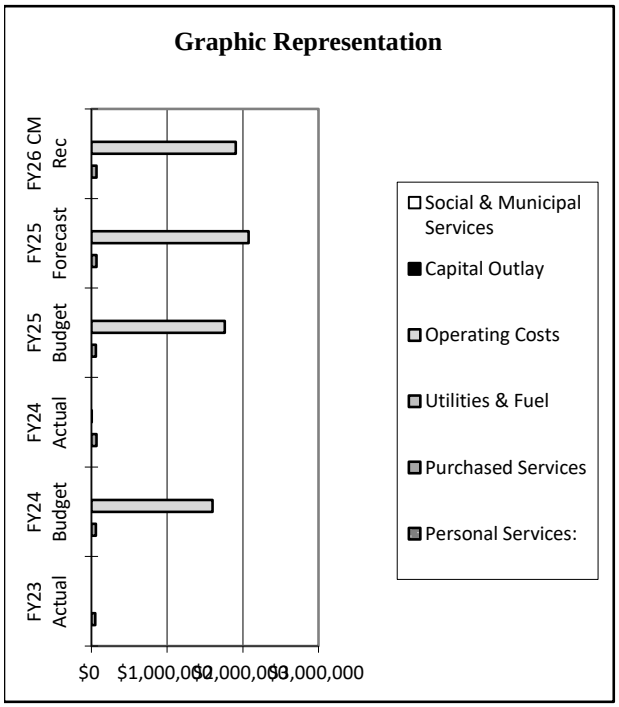
Fiscal Year 2026

Budget: Ambulance

Account Number: 32491

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$0	$0	$0	$0	$0	$0	$0	$0
Purchased Services	$50,659	$57,400	$68,747	$57,400	$67,400	$29,325	$67,400	$67,400
Utilities & Fuel	$0	$0	$0	$0	$0	$0	$0	$0
Operating Costs	$0	$1,600,000	$267	$1,759,927	$2,077,732	$0	$1,907,298	$1,907,298
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$50,659**	**$1,657,400**	**$69,014**	**$1,817,327**	**$2,145,132**	**$29,325**	**$1,974,698**	**$1,974,698**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$0**
Workers Comp	**$0**
Health Insurance	**$0**
Retirement	**$0**
Unemployment	**$0**
Other Insurance	**$0**
Total Fringe Benefit Impact	**$0**
# of Full Time Employees	**0.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$0	$0	$0	N/A
Purchased Services	$57,400	$67,400	$10,000	$0
Utilities & Fuel	$0	$0	$0	N/A
Operating Costs	$1,759,927	$1,907,298	$147,371	8.4%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$1,817,327**	**$1,974,698**	**$157,371**	8.7%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60310	Service Contracts Expense	$50,659	$57,400	$68,747	$57,400	$67,400	$29,325	$67,400	$67,400
Totals		**$50,659**	**$57,400**	**$68,747**	**$57,400**	**$67,400**	**$29,325**	**$67,400**	**$67,400**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60701	Bad Debt Expense	$0	$300,000	$0	$459,927	$304,044	$0	$304,044	$304,044
60799	Transfer Out to Other Funds	$0	$1,300,000	$267	$1,300,000	$1,773,688	$0	$1,603,254	$1,603,254
Totals		**$0**	**$1,600,000**	**$267**	**$1,759,927**	**$2,077,732**	**$0**	**$1,907,298**	**$1,907,298**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Ambulance

Account Title: Service Contracts Expense

Department Number: 32491 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$50,659	$57,400	$68,747	$57,400	$67,400

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$67,400	$67,400		$10,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Converted to COMSTAR for billing 3.8% Comstar Fee based on ambualnce billing received
Request based on FY25 estimated ambulance billing received

		Actual	
FY22	$	58,128.00	
FY23	$	55,141.00	
FY24	$	68,747.00	
FY25	*$*	*29,324.00*	*YTD 1/25/2025*
	$	61,944.00	2 Yr. Avg.
	$	60,672.00	3 Yr. Avg.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Ambulance

Account Title: Bad Debt Expense

Department Number: 32491 Account Number: 60701

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$300,000	$0	$459,927	$304,044

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$304,044	$304,044		-$155,883

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Balances over 4 years old are uncollectable and written off

		Actual	
FY17	$	-	
FY18	$	308,696.45	
FY19	$	185,551.55	
FY20	$	559,018.00	
FY21	$	-	
FY22	$	305,967.75	
FY23	$	441,309.00	*from comstar report*
FY24	$	329,015.15	*from comstar report*
FY25	$	152,022.18	*YTD from comstar report*

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Ambulance

Account Title: Transfer Out to Other Funds

Department Number: 32491 Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,300,000	$267	$1,300,000	$1,773,688

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,603,254	$1,603,254		$303,254

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Actual		
FY18	$	1,150,008.00	
FY19	$	1,224,996.00	
FY20	$	1,300,000.00	
FY21	$	1,389,999.96	
FY22	$	1,595,324.14	*from comstar report*
FY23	$	1,562,221.00	*from comstar report*
FY24	$	1,652,218.07	*from comstar report*
FY 25 YTD 1/22/25	*$*	*886,843.84*	*from comstar report*
	$	1,607,219.54	2 Yr. Avg.
	$	1,603,254.40	3 Yr. Avg.

FY24 Estimated	$1,632,025.00	*from comstar report*
FY25 Estimated	$1,773,687.68	*from comstar report*
FY26 Estimated	$1,702,856.34	*2 year estimated average*

City of Biddeford, Maine

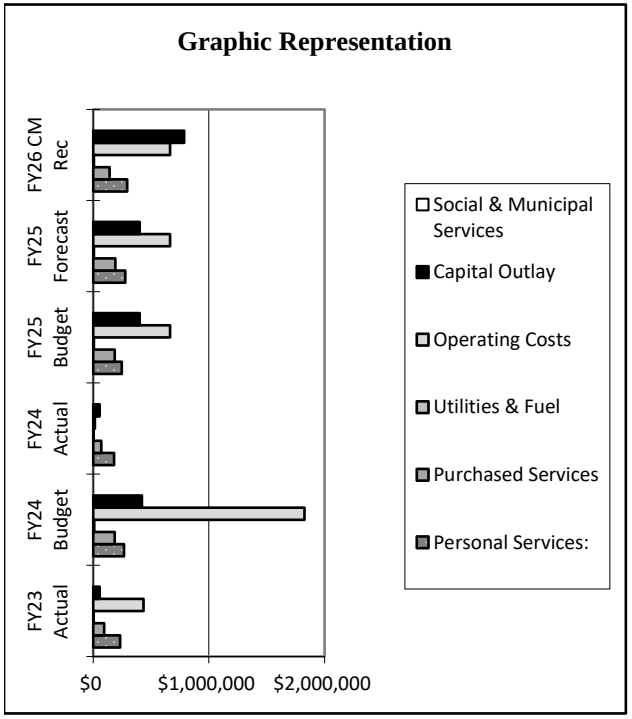
Fiscal Year 2026

Budget: Sewer Operations

Account Number: 35102

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$232,487	$265,033	$181,754	$246,065	$278,171	$69,598	$292,732	$197,728
Purchased Services	$95,387	$185,669	$70,056	$185,749	$190,249	$32,789	$140,749	$221,749
Utilities & Fuel	$2,640	$8,213	$464	$7,191	$7,191	$0	$7,191	$7,191
Operating Costs	$433,586	$1,826,907	$13,337	$665,174	$665,802	$12,036	$665,174	$665,174
Capital Outlay	$56,224	$421,500	$55,066	$400,500	$400,500	-$12,724	$786,500	$386,500
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$820,324**	**$2,707,322**	**$320,677**	**$1,504,679**	**$1,541,913**	**$101,699**	**$1,892,346**	**$1,478,342**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$15,395**
Workers Comp	**$3,478**
Health Insurance	**$37,092**
Retirement	**$18,986**
Unemployment	**$59**
Other Insurance	**$2,590**
Total Fringe Benefit Impact	**$77,600**
# of Full Time Employees	**3.06**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$246,065	$197,728	-$48,337	-19.6%
Purchased Services	$185,749	$221,749	$36,000	19.4%
Utilities & Fuel	$7,191	$7,191	$0	0.0%
Operating Costs	$665,174	$665,174	$0	0.0%
Capital Outlay	$400,500	$386,500	-$14,000	-3.5%
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$1,504,679**	**$1,478,342**	**-$26,337**	-1.8%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	($1,002)	$0	$0	$0	$0	$0	$0	$0
60102	Mid Mgmt Hrly Employee Wa	$108,893	$0	$84,473	$0	$32,106	$32,106	$95,004	$0
60105	F-T Employee Wage Exp	$21,161	$21,264	$21,695	$23,866	$23,866	$8,469	$24,416	$24,416
60106	P-T Employee Wage Exp	$27,230	$131,558	$28,101	$127,556	$127,556	$10,808	$79,316	$79,316
60111	Overtime Wage Expense	$0	$0	$0	$0	$0	$0	$0	$0
60129	Insurance Buyout Pay	$0	$0	$0	$0	$0	$0	$0	$0
60201	FICA/Medicare-ER Share Exp	$10,910	$11,761	$9,392	$11,663	$11,663	$3,649	$15,395	$15,395
60202	MPERS-Employer Share Exp	$10,861	$13,419	$8,616	$13,011	$13,011	$3,184	$17,929	$17,929
60203	457 Plan-Employer Share Exp	$1,039	$921	$1,085	$1,033	$1,033	$423	$1,057	$1,057
60210	HPHC Ins Employer Share Ex	$26,573	$50,875	$27,146	$32,646	$32,646	$10,844	$32,845	$32,845
60212	S-T Disability ER Share Exp	$43	$267	$42	$268	$268	$16	$0	$0
60213	L-T Disability ER Share Exp	$6	$225	$0	$239	$239	$0	$0	$0
60216	Delta Dental ER Share	$0	$0	$0	$0	$0	$0	$0	$0
60217	RHSA Plan ER Share	$284	$1,810	$268	$1,833	$1,833	$100	$2,590	$2,590
60230	Clothing/Uniforms Expense	$0	$0	$0	$0	$0	$0	$0	$0
60251	Conferences/Training Expense	($1)	$300	$571	$300	$300	$0	$300	$300
60252	Travel/Mileage Expense	$0	$350	$0	$350	$350	$0	$350	$350
60257	Professional License Fees Exp	($1)	$125	$366	$250	$250	$0	$250	$250
60370	Workers Comp Insurance Exp	$26,491	$32,159	$0	$33,050	$33,050	$0	$23,280	$23,280
Totals		**$232,487**	**$265,033**	**$181,754**	**$246,065**	**$278,171**	**$69,598**	**$292,732**	**$197,728**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60302	Audit Services Expense	$14,141	$10,000	$5,850	$10,000	$10,000	$0	$10,000	$10,000
60304	Registry of Deeds Fee Expens	$3,931	$8,000	$3,116	$8,000	$8,000	$19	$8,000	$8,000
60306	Other Prof/Consult Srvs Exp	$7,594	$10,000	$4,863	$10,000	$14,500	$14,491	$10,000	$10,000
60310	Service Contracts Expense	$52,487	$105,000	$54,995	$105,000	$105,000	$18,279	$60,000	$141,000
60312	Temporary Contract Help Exp	$0	$0	$0	$0	$0	$0	$0	$0
60325	Postage/Shipping Expense	$1,449	$8,300	$0	$8,300	$8,300	$0	$8,300	$8,300
60330	Equipment Rent/Lease Exp	$0	$0	$0	$0	$0	$0	$0	$0
60331	Land/Building Lease Expense	$711	$1,160	$1,232	$1,240	$1,240	$0	$1,240	$1,240
60372	Vehicle Insurance Expense	$0	$8,852	$0	$8,852	$8,852	$0	$8,852	$8,852
60373	Building/Boiler Insurance Exp	$0	$19,284	$0	$19,284	$19,284	$0	$19,284	$19,284
60375	Special Equip Insurance Exp	$0	$0	$0	$0	$0	$0	$0	$0
60382	Pollution Insurance Expense	$15,073	$15,073	$0	$15,073	$15,073	$0	$15,073	$15,073
Totals		**$95,387**	**$185,669**	**$70,056**	**$185,749**	**$190,249**	**$32,789**	**$140,749**	**$221,749**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$0	$0	$0	$0	$0	$0	$0	$0
60401	Water Expense	$0	$0	$0	$0	$0	$0	$0	$0
60402	Phone/Celular/Paging Exp	$435	$2,191	$0	$2,191	$2,191	$0	$2,191	$2,191
60404	Sewer User Fee Expense	$2,205	$5,000	$464	$5,000	$5,000	$0	$5,000	$5,000
60411	Gasoline Expense	$0	$1,022	$0	$0	$0	$0	$0	$0
Totals		**$2,640**	**$8,213**	**$464**	**$7,191**	**$7,191**	**$0**	**$7,191**	**$7,191**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60453	Vehicle Repair/Tires/Oil Exp	$0	$1,300	$0	$0	$628	$628	$0	$0
60500	Admin/Office Supp/Eqt Non-C	$0	$700	$0	$700	$700	$0	$700	$700
60501	Operating Supp/Eqt Non-Cap	$10,884	$30,000	$0	$30,000	$30,000	$0	$30,000	$30,000
60700	Depreciation Expense	$0	$1,146,380	$0	$0	$0	$0	$0	$0
60750	Bond Principal Expense	$319,000	$319,000	$0	$320,000	$320,000	$0	$320,000	$320,000
60751	Bond Interest Expense	$89,635	$78,053	$0	$65,200	$65,200	$0	$65,200	$65,200
60797	Miscellaneous Expense	$14,067	$15,000	$11,556	$12,800	$12,800	$11,409	$12,800	$12,800
60798	Contingency	$0	$25,000	$1,782	$25,000	$25,000	$0	$25,000	$25,000
60799	Transfer Out to Other Funds	$0	$211,474	$0	$211,474	$211,474	$0	$211,474	$211,474
Totals		**$433,586**	**$1,826,907**	**$13,337**	**$665,174**	**$665,802**	**$12,036**	**$665,174**	**$665,174**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
60602	Equipment Purchase Cap	$0	$100,000	$34,200	$100,000	$100,000	$0	$100,000	$100,000
60603	Vehicles Purchase Capital	$55,577	$14,000	$0	$14,000	$14,000	$0	$400,000	$0
60605	Sewer Construc/Improve Cap	$648	$307,500	$20,866	$286,500	$286,500	($12,724)	$286,500	$286,500
Totals		**$56,224**	**$421,500**	**$55,066**	**$400,500**	**$400,500**	**-$12,724**	**$786,500**	**$386,500**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/24	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 35102 Sewer Operations

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
ENGINEERING TECH	61915	1.00	$24,322	$24,416	$24,416	SANCHIONI	ROBERT	60105
CITY ENGINEER EMERITUS	49240	0.40	$45,251	$45,425	$45,425	MILLIGAN	THOMAS	60106
ADMINISTRATIVE ASST.	11159	0.66	$33,761	$33,891	$33,891	FUHRMANN-JONES	EDEN	60106
DEPUTY DIRECTIOR ENGINEERING	14	1.00	$94,640	$95,004	$95,004	NEW POSITION	0	60102
TOTAL BUDGETED POSITIONS		**3.0625**	**$197,974**	**$198,736**	**$198,736**			

Notes:

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Dept Manager Salary Exp

Department Number: 35102 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
-$1,002	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

See Payroll Worksheet for details

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 35102 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$108,893	$0	$84,473	$0	$32,106

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$95,004	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

New Hire = Deputy Engineer (Level 19) = 100% 35102-60102
Tom Milligan being going further part-time (16hrs/week); 35102-60310 budget to be reduced to compensate

MUNIS FY25 IS BILLING WRONG; Tom Milligan should be billed to 35102-60106
See Payroll Worksheet for details

CM- Does not include deputy engineer position. All in cost $133,572.21

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: F-T Employee Wage Exp

Department Number: 35102 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$21,161	$21,264	$21,695	$23,866	$23,866

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$24,416	$24,416.03		$549.85

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

35% of Bob Sanchioni's time (Engineering Tech)

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: P-T Employee Wage Exp

Department Number: 35102 Account Number: 60106

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$27,230	$131,558	$28,101	$127,556	$127,556

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$79,316	$79,316		($48,240)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Overtime Wage Expense

Department Number: 35102 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected overtime needs for Eng. Tech. and Admin. Asst. positions

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: FICA/Medicare-ER Share Exp

Department Number: 35102 Account Number: 60201

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$10,910	$11,761	$9,392	$11,663	$11,663

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,395	$15,395		$3,733

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

7.65% of applicable salaries and wages

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: MPERS-Employer Share Exp

Department Number: 35102 Account Number: 60202

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$10,861	$13,419	$8,616	$13,011	$13,011

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$17,929	$17,929		$4,918

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

9.6% of applicable salaries and wages

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: 457 Plan-Employer Share Exp

Department Number: 35102 Account Number: 60203

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,039	$921	$1,085	$1,033	$1,033

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,057	$1,057		$24

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Up to 6% of applicable salaries and wages

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: HPHC Ins Employer Share Exp

Department Number: 35102 Account Number: 60210

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$26,573	$50,875	$27,146	$32,646	$32,646

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$32,845	$32,845		$199

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Health Insurance Premiums for applicable positions.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: S-T Disability ER Share Exp

Department Number: 35102 Account Number: 60212

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$43	$267	$42	$268	$268

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		-$268

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Life & AD+D premiums for City Engineer, Chief Operating Officer and Eng. Tech.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: L-T Disability ER Share Exp

Department Number: 35102 Account Number: 60213

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6	$225	$0	$239	$239

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		-$239

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Life & AD+D premiums for City Engineer, Chief Operating Officer and Eng. Tech.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: RHSA Plan ER Share

Department Number: 35102 Account Number: 60217

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$284	$1,810	$268	$1,833	$1,833

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,590	$2,590		$757

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Retirement Health Savings Account obligations for applicable positions

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Workers Comp Insurance Exp

Department Number: 35102 Account Number: 60370

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$26,491	$32,159	$0	$33,050	$33,050

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$23,280	$23,280		($9,770)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Wastewater prorated share of City Workers Comp. expenses

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Conferences/Training Expense

Department Number: 35102 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
-$1	$300	$571	$300	$300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$300	$300		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Training costs related to maintaining State Wastewater licenses and certifications

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Travel/Mileage Expense

Department Number: 35102 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$350	$0	$350	$350

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$350	$350		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

21167 mileage to be carried over here next year

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Professional License Fees Exp

Department Number: 35102 Account Number: 60257

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
-$1	$125	$366	$250	$250

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$250	$250		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

License fees are increasing
(1) City Eng Emeritus' Wastewater Operator License

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Audit Services Expense

Department Number: 35102 Account Number: 60302

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$14,141	$10,000	$5,850	$10,000	$10,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,000	$10,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Auditor (Ruyon Kersteen Ouelette) exceeds prior budget amounts.

Wastewater prorated share of City audit costs

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Registry of Deeds Fee Expense

Department Number: 35102 Account Number: 60304

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,931	$8,000	$3,116	$8,000	$8,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,000	$8,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fees for recording and discharging of liens. Actual values vary year to year.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Other Prof/Consult Srvs Exp

Department Number: 35102 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7,594	$10,000	$4,863	$10,000	$14,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,000	$10,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contracted surveying services and engineering services

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Service Contracts Expense

Department Number: 35102 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$52,487	$105,000	$54,995	$105,000	$105,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$60,000	$141,000		$36,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Flow monitoring; water meter readings; WW inspections & assessments
FY26 Budget reduced by $45k to compensate for Tom Milligan's 16-hr/week Part-Time Schedule

CM - Sewer Billiing Agreement with Maine Water *$81,000*
Billing is charged per bill issued. The price can be reduced by moving all sewer billing to quarterly

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Temporary Contract Help Exp

Department Number: 35102 Account Number: 60312

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Moved to 60310

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Postage/Shipping Expense

Department Number: 35102 Account Number: 60325

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,449	$8,300	$0	$8,300	$8,300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,300	$8,300		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Mailing expenses for sewer billing; confirm with Finance

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Equipment Rent/Lease Exp

Department Number: 35102 Account Number: 60330

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Land/Building Lease Expense

Department Number: 35102 Account Number: 60331

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$711	$1,160	$1,232	$1,240	$1,240

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 1,240	$ 1,240		$ -

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

License fees for sewer lines crossing railroad property/tracks (Boston & Maine Corp)

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Vehicle Insurance Expense

Department Number: 35102 Account Number: 60372

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$8,852	$0	$8,852	$8,852

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,852	$8,852		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Vehicle/Equip. Insurance premiums for Wastewater Dept. units; confirm with Finance

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Building/Boiler Insurance Exp

Department Number: 35102 Account Number: 60373

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$19,284	$0	$19,284	$19,284

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$19,284	$19,284		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Insurance for wastewater buildings and facilities; confirm with Finance

FY22

35102	60373	Property, Auto, & Liab	Commercial Property	$	19,284

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Special Equip Insurance Exp

Department Number: 35102 Account Number: 60375

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Pollution Insurance Expense

Department Number: 35102 Account Number: 60382

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$15,073	$15,073	$0	$15,073	$15,073

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,073	$15,073		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Liability Insurance Premium in case of pollution events; confirm with Finance
Year 2 of 3 year policy

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Electricity Expense

Department Number: 35102 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Water Expense

Department Number: 35102 Account Number: 60401

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Phone/Celular/Paging Exp

Department Number: 35102 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$435	$2,191	$0	$2,191	$2,191

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,191	$2,191		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Cell/modem coverage
Monthly Verizon Bills to include billing to this line item (35102-60402); 21167-60402 is going over budget

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Sewer User Fee Expense

Department Number: 35102 Account Number: 60404

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,205	$5,000	$464	$5,000	$5,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000	$5,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Sewer User Fee for wastewater facilities.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Gasoline Expense

Department Number: 35102 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,022	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Unit 33 is out of 21167

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 35102 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,300	$0	$0	$628

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Unit 33 is out 35105

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 35102 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$700	$0	$700	$700

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$700	$700		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Misc. Office Supplies :
Plotor copy Paper
Binders/accessories
Envelopes
Pens
Legal Pads
Storage files

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 35102 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$10,884	$30,000	$0	$30,000	$30,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$30,000	$30,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Flow monitoring & meters

FY25 Projection: the remainder of these funds is planned on replacing the Textile Pump Station

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Equipment Purchase Cap

Department Number: 35102 Account Number: 60602

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$100,000	$34,200	$100,000	$100,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$100,000	$100,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 Projection: the remainder of these funds is planned on replacing the Textile Pump Station
Sewer System Capital Equip. Replacement : $100,000

The Maine Department of Environmental Protection capital equipment set aside for grant eligibility

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Vehicles Purchase Capital

Department Number: 35102 Account Number: 60603

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$55,577	$14,000	$0	$14,000	$14,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$400,000	$0		($14,000)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Lease payments for Engineering Unit 59 and wastewater unit 4 pump station service

		FY25
Units:	Principal	
	Interest	
Unit 4 - Crane Truck	Principal - Estimate	$68K truck, $60K bed
	Interest - Estimate	

Principal Reclass to Loan payoff

Discusion on new camera utility vehicle CSO/sewer inspections.	$400k
	-

CM -does not inclue new camera vehicle

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Sewer Construc/Improve Cap

Department Number: 35102 Account Number: 60605

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$648	$307,500	$20,866	$286,500	$286,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$286,500	$286,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

FY25 Projection: the remainder of these funds is planned on replacing the Textile Pump Station

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Depreciation Expense

Department Number: 35102 Account Number: 60700

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,146,380	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Finance review

This accounts for depreciation on capital items but is not budgetted

Fiscal Year History		*Budget*		*Actual*
FY2015	$	-	$	943,459.26
FY2016	$	-	$	991,751.84
FY2017	$	-	$	1,006,319.68
FY2018	$	-	$	1,041,961.36
FY2019			$	1,065,542.50
FY2020			$	1,094,628.69
FY2021	$	1,065,543.00	$	1,118,464.01
FY2022	$	1,146,379.77		
FY2023				

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Bond Principal Expense

Department Number: 35102 Account Number: 60750

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$319,000	$319,000	$0	$320,000	$320,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$320,000	$320,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Finance review	***FY23***	***FY24***	***FY25***
2013 Refunding 02 Bond - Sewer	-		
1999 Refunding Bonds (Refunded 2017)	305,000.00	305,000.00	305,000.00
2011 CWSRLF	14,000.00	14,000.00	14,000.00
2017 Refunding			
2021 $1.5M TX DEF REV BOND			
Total Proprietary Fund	**319,000.00**	**319,000.00**	**319,000.00**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Bond Interest Expense

Department Number: 35102 Account Number: 60751

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$89,635	$78,053	$0	$65,200	$65,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	65,200	65,200		0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Finance review	***FY23***	***FY24***	***FY25***
2013 Refunding 02 Bond - Sewer			
1999 Refunding Bonds (Refunded 2017)			
2011 CWSRLF	$ 1,949.50	$ 1,802.50	$ 1,802.50
2017 Refunding	$ 87,687.50	$ 76,250.00	$ 76,250.00
2021 $1.5M TX DEF REV BOND			
Total Proprietary Fund (35102)	**$ 89,637.00**	**$ 78,052.50**	**$ 78,052.50**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Miscellaneous Expense

Department Number: 35102 Account Number: 60797

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$14,067	$15,000	$11,556	$12,800	$12,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$12,800	$12,800		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

CSO Discharge Fee :	$	12,000.00
WWTF License Fee :	$	800.00
	$	12,800.00

Fee based on CSO discharge flow weather related.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Contingency

Department Number: 35102 Account Number: 60798

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$25,000	$1,782	$25,000	$25,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$25,000	$25,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Engineering services :	$	15,000.00
Misc. :	$	10,000.00
	$	25,000.00

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Operations

Account Title: Transfer Out to Other Funds

Department Number: 35102 Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$211,474	$0	$211,474	$211,474

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$211,474	$211,474		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Costs allocated to Wastewater Fund for services of Finance Dept. and City Clerk' Office

Fiscal Year History	*Budget*	*Actual*
FY2019	$ 187,303.00	$ 187,303.00
FY2020	$ 211,473.00	$ 214,303.00
FY2021	$ 211,474.00	$ 174,170.00
FY2022	$ 211,474.00	$ 211,470.00
FY2023	$ 211,474.00	

City of Biddeford, Maine

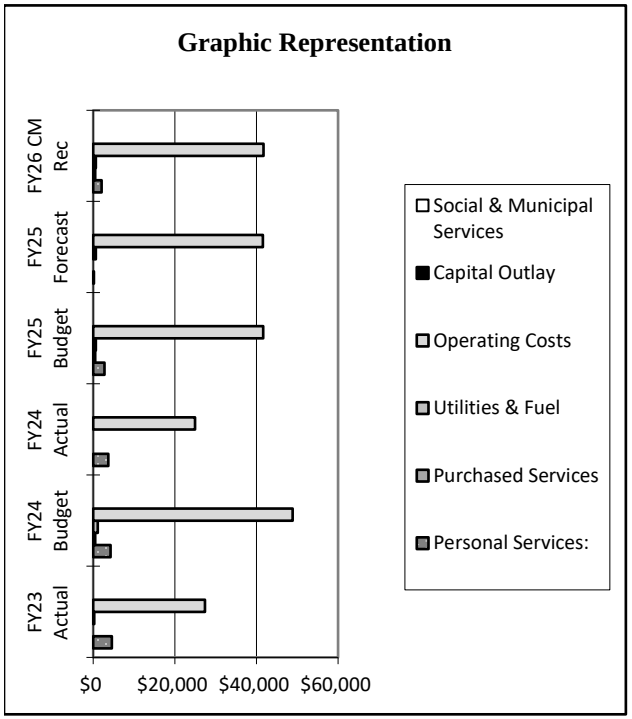
Fiscal Year 2026

Budget: Sewer Ind Pretreat Program

Account Number: 35103

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$4,542	$4,245	$3,666	$2,754	$157	$1,406	$2,049	$2,049
Purchased Services	$0	$500	$0	$500	$0	$0	$500	$500
Utilities & Fuel	$222	$1,130	$0	$635	$635	$0	$635	$635
Operating Costs	$27,374	$48,861	$24,927	$41,659	$41,566	$8,239	$41,765	$41,765
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$32,138**	**$54,736**	**$28,594**	**$45,547**	**$42,358**	**$9,645**	**$44,950**	**$44,950**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$111**
Workers Comp	**$27**
Health Insurance	**$9**
Retirement	**$148**
Unemployment	**$0**
Other Insurance	**$23**
Total Fringe Benefit Impact	**$318**
# of Full Time Employees	**0.40**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$2,754	$2,049	-$704	-25.6%
Purchased Services	$500	$500	$0	0.0%
Utilities & Fuel	$635	$635	$0	0.0%
Operating Costs	$41,659	$41,765	$107	0.3%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$45,547**	**$44,950**	**-$598**	-1.3%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	($401)	$0	$0	$0	$0	$0	$0	$0
60102	Mid Mgmt Hrly Employee Wa	$3,380	$2,728	$2,613	$1,873	$0	$993	$1,405	$1,405
60129	Insurance Buyout Pay	$0	$0	$0	$0	$0	$0	$0	$0
60201	FICA/Medicare-ER Share Exp	$202	$209	$176	$143	$0	$68	$111	$111
60202	MPERS-Employer Share Exp	$298	$278	$266	$191	$0	$98	$148	$148
60203	457 Plan-Employer Share Exp	$0	$0	$0	$0	$0	$0	$0	$0
60210	HPHC Ins Employer Share Ex	$536	$491	$611	$0	$0	$246	$9	$9
60212	S-T Disability ER Share Exp	$0	$1	$1	$43	$0	$0	$0	$0
60213	L-T Disability ER Share Exp	$0	$7	$0	$5	$0	$0	$0	$0
60216	Delta Dental ER Share	$0	$0	$0	$0	$0	$0	$0	$0
60217	RHSA Plan ER Share	$0	$0	$0	$0	$0	$0	$0	$0
60251	Conferences/Training Expense	$0	$75	$0	$50	$0	$0	$0	$0
60252	Travel/Mileage Expense	$0	$390	$0	$402	$157	$0	$350	$350
60256	Dues/Memberships Expense	$0	$0	$0	$0	$0	$0	$0	$0
60370	Workers Comp Insurance Exp	$527	$66	$0	$46	$0	$0	$27	$27
Totals		**$4,542**	**$4,245**	**$3,666**	**$2,754**	**$157**	**$1,406**	**$2,049**	**$2,049**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60301	Legal Services Expense	$0	$500	$0	$500	$0	$0	$500	$500
Totals		**$0**	**$500**	**$0**	**$500**	**$0**	**$0**	**$500**	**$500**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60406	Fiber/Internet Expense	$222	$1,130	$0	$635	$635	$0	$635	$635
Totals		**$222**	**$1,130**	**$0**	**$635**	**$635**	**$0**	**$635**	**$635**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60500	Admin/Office Supp/Eqt Non-C	$0	$285	$0	$289	$200	$0	$265	$265
60501	Operating Supp/Eqt Non-Cap	$0	$120	$0	$119	$115	$0	$120	$120
60797	Miscellaneous Expense	$15,031	$37,588	$14,059	$27,422	$27,422	$8,239	$27,552	$27,552
60799	Transfer Out to Other Funds	$12,343	$10,868	$10,868	$13,829	$13,829	$0	$13,829	$13,829
Totals		**$27,374**	**$48,861**	**$24,927**	**$41,659**	**$41,566**	**$8,239**	**$41,765**	**$41,765**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 35103 Sewer Ind Pretreat Program

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
ENGINEER	49240	0.40	$1,400	$1,405	$1,405	MILLIGAN	THOMAS	60106
TOTAL BUDGETED POSITIONS		**0.40**	**$1,400**	**$1,405**	**$1,405**			

Notes:
Tom Milligan = City Engineer Emeritus (16hrs/week PT starting 07/01/25) = 97% 35102-60106; 3% 351013-60106

Salary adjusted to reflect actual time of about 40hrs/yr
IPP Coordinator position covered as lump sum transfer

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: Dept Manager Salary Exp

Department Number: 35103 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
-$401	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Reorganization - moved to 60102

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 35103 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,380	$2,728	$2,613	$1,873	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,405	$1,405		($468.40)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Reorganization - portion of city engineer emeritus salary

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: FICA/Medicare-ER Share Exp

Department Number: 35103 Account Number: 60201

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$202	$209	$176	$143	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$111	$111		($32)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Percentage of salary benefits for wastewater director

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: S-T Disability ER Share Exp

Department Number: 35103 Account Number: 60212

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1	$1	$43	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		-$43

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Percentage of salary benefits for wastewater director

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: MPERS-Employer Share Exp

Department Number: 35103 Account Number: 60202

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$298	$278	$266	$191	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$148	$148		$ (43)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Percentage of salary benefits for wastewater director (3%)

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: HPHC Ins Employer Share Exp

Department Number: 35103 Account Number: 60210

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$536	$491	$611	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$9	$9		$9

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: L-T Disability ER Share Exp

Department Number: 35103 Account Number: 60213

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$7	$0	$5	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$ (5)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

3% of salary benefits for wastewater director

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: Workers Comp Insurance Exp

Department Number: 35103 Account Number: 60370

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$527	$66	$0	$46	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$27	$27		-$19

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

3% of WC total city workers comp expense

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: Conferences/Training Expense

Department Number: 35103 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$75	$0	$50	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		-$50

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	*Unit*	*Unit Rate*	*Subtotal*
Conf/Training Contingency	1	$50.00	$50.00

As a revenue fund, if the line item is not expended it will not be included in the user fee calculation

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: Travel/Mileage Expense

Department Number: 35103 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$390	$0	$402	$157

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$350	$350		$ (52)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	*Unit*	*Unit Rate*	*Subtotal*
Jul-Jun	500	$0.700	$350.00
			$0.00
			$350.00

As a revenue fund, if the line item is not expended it will not be included in the user fee calculation.
Increased due rto IRS rate increase

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: Legal Services Expense

Department Number: 35103 Account Number: 60301

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$500	$0	$500	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	*Unit*	*Unit Rate*	*Subtotal*
Legal Contingency	1	$500.00	$500.00

As a revenue fund, if the line item is not expended it will not be included in the user fee calculation

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: Fiber/Internet Expense

Department Number: 35103 Account Number: 60406

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$222	$1,130	$0	$635	$635

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$635	$635		$ -

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Desc	*Unit*	*Unit Rate*	*Subtotal*
Fiber/Internet	10%	$3,300.00	$330.00
Phone Lines			$305.00
			$635.00

Industrial Pretreatment Portion of Fiber/Internet Fee & Phone Line Increases

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 35103 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$285	$0	$289	$200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$265	$265		$ (24)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Office supplies to manage administrative aspects of IPP

	No.	Rate	Total
4" D-Ring Binder (9)	4	$17.50	$70.00
3" D-Ring Binder (6)	3	$11.50	$34.50
1.5" D-Ring Binder	2	$9.00	$18.00
10-Tab Dividers	1	$143.00	$143.00
			$265.50

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 35103 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$120	$0	$119	$115

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$120	$120		$1

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Equipment, materials, and supplies for industrial pretreatment program

Disposable gloves	$	10.58
pH Probe Solution	$	33.85
Misc.	$	75.00
	$	119.43

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: Miscellaneous Expense

Department Number: 35103 Account Number: 60797

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$15,031	$37,588	$14,059	$27,422	$27,422

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$27,552	$27,552		$130

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Budget for external certified laboratory tesing of influent, effluent, background, sludge, and receiving waters in accordance with facility discharge license and industrial pretreatment program.

Budget includes actual and contingency testing. Actual expenditures will be used to determine industrial pretreatment fees.

FY	Budget	Actual
2015	$20,500.00	$9,625.00
2016	$20,500.00	$18,740.00
2017	$20,500.00	$9,675.00
2018	$38,189.00	$20,517.00
2019	$38,581.00	$30,526.30
2020	$38,581.00	$30,668.12
2021	$39,947.00	$8,944.00
2022	$35,558.00	$22,639.60
2023	$36,031.00	

Minimin	$8,944.00
Average	$18,916.88
Maximum	$30,668.12

IPP Testing (required and contingency)	$22,000.00
Staff IPP Sample Collection (Super & Lab @ 50 hrs)	$5,551.57
	$27,551.57

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** Sewer Ind Pretreat Program

Account Title: Transfer Out to Other Funds

Department Number: 35103 Account Number: 60799

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 YTD
$12,343	$10,868	$10,868	$13,829	$13,829

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$13,829	$13,829		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Lunp sum COO/IPP Coor Salary Transfer (24199-40999) $14,029.19

City of Biddeford, Maine

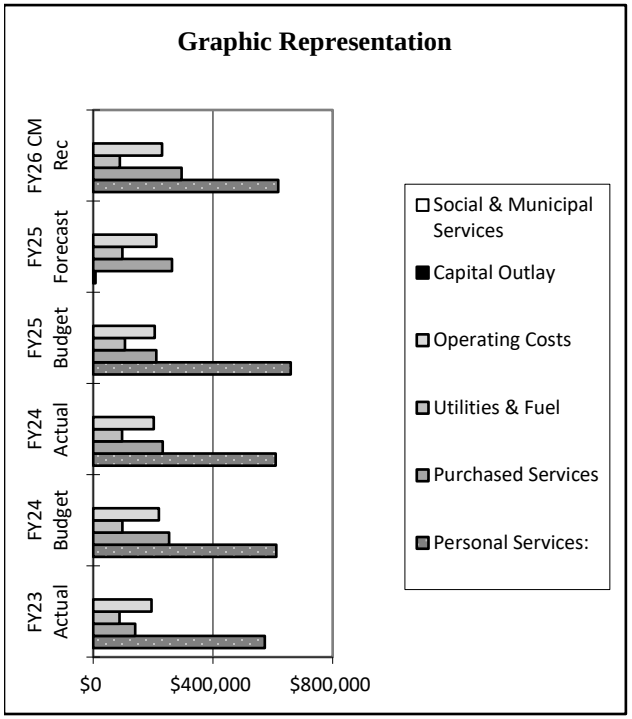
Fiscal Year 2026

Budget: P.W. Wastewater Maintenance

Account Number: 35104

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$573,808	$611,289	$609,817	$659,598	$7,764	$204,723	$617,720	$617,720
Purchased Services	$140,220	$253,600	$232,468	$211,240	$262,940	$57,202	$295,600	$295,600
Utilities & Fuel	$88,131	$97,883	$95,984	$105,784	$97,634	$22,358	$89,350	$89,350
Operating Costs	$194,766	$219,250	$202,654	$205,950	$210,500	$80,853	$229,700	$229,700
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$996,925**	**$1,182,022**	**$1,140,923**	**$1,182,572**	**$578,838**	**$365,136**	**$1,232,370**	**$1,232,370**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$33,870**
Workers Comp	**$0**
Health Insurance	**$125,377**
Retirement	**$37,021**
Unemployment	**$2**
Other Insurance	**$5,460**
Total Fringe Benefit Impact	**$201,731**
# of Full Time Employees	**6.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$659,598	$617,720	-$41,878	-6.3%
Purchased Services	$211,240	$295,600	$84,360	39.9%
Utilities & Fuel	$105,784	$89,350	-$16,434	-15.5%
Operating Costs	$205,950	$229,700	$23,750	11.5%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$1,182,572**	**$1,232,370**	**$49,798**	4.2%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60102	Mid Mgmt Hrly Employee Wa	$92,039	$80,464	$82,020	$82,475	$0	$30,395	$82,475	$82,475
60105	F-T Employee Wage Exp	$273,664	$345,105	$285,630	$351,327	$0	$94,521	$313,910	$313,910
60111	Overtime Wage Expense	$30,692	$13,490	$52,720	$32,869	$0	$14,187	$31,500	$31,500
60129	Insurance Buyout Pay	$0	$3,148	$0	$2,552	$0	$0	$3,074	$3,074
60201	FICA/Medicare-ER Share Exp	$27,895	$30,823	$29,632	$27,869	$0	$10,354	$28,841	$28,841
60202	MPERS-Employer Share Exp	$30,846	$32,151	$34,155	$27,989	$0	$10,529	$22,826	$22,826
60203	457 Plan-Employer Share Exp	$6,585	$7,242	$6,602	$7,423	$0	$2,432	$7,423	$7,423
60210	HPHC Ins Employer Share Ex	$0	$251	$0	$259	$0	$0	$289	$289
60211	NNEBT Ins Employer Share E	$102,855	$84,689	$110,244	$113,075	$0	$38,474	$114,752	$114,752
60212	S-T Disability ER Share Exp	$0	$1,001	$0	$834	$0	$0	$0	$0
60213	L-T Disability ER Share Exp	$5	$0	$0	$0	$0	$0	$0	$0
60216	Delta Dental ER Share	$0	$0	$0	$0	$0	$0	$0	$0
60217	RHSA Plan ER Share	$1,640	$4,680	$2,315	$4,680	$0	$868	$4,680	$4,680
60230	Clothing/Uniforms Expense	$5,322	$5,500	$5,181	$5,500	$5,500	$2,335	$5,500	$5,500
60251	Conferences/Training Expense	$1,850	$1,671	$720	$1,671	$1,200	$300	$1,350	$1,350
60252	Travel/Mileage Expense	$380	$1,025	$504	$1,025	$1,000	$265	$1,050	$1,050
60253	Food/Lodging Expense	$34	$50	$96	$50	$64	$64	$50	$50
Totals		**$573,808**	**$611,289**	**$609,817**	**$659,598**	**$7,764**	**$204,723**	**$617,720**	**$617,720**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60312	Temporary Contract Help Exp	$38,818	$44,000	$37,507	$46,640	$46,640	$27,926	$50,000	$50,000
60313	Construction Services Expense	$91,640	$196,000	$179,536	$148,000	$200,000	$26,756	$233,000	$233,000
60330	Equipment Rent/Lease Exp	$0	$600	$208	$600	$300	$0	$600	$600
60342	Grit Disposal Expense	$9,762	$13,000	$15,217	$16,000	$16,000	$2,520	$12,000	$12,000
60345	Rodent Control Expense	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$140,220**	**$253,600**	**$232,468**	**$211,240**	**$262,940**	**$57,202**	**$295,600**	**$295,600**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$67,316	$74,740	$68,730	$73,150	$65,000	$21,243	$60,000	$60,000
60402	Phone/Celular/Paging Exp	$4,487	$5,748	$3,596	$5,748	$5,748	$1,114	$5,750	$5,750
60410	Diesel Fuel Expense	$9,000	$11,645	$16,429	$16,906	$16,906	$0	$15,500	$15,500
60411	Gasoline Expense	$7,328	$5,750	$7,228	$9,980	$9,980	$0	$8,100	$8,100
Totals		**$88,131**	**$97,883**	**$95,984**	**$105,784**	**$97,634**	**$22,358**	**$89,350**	**$89,350**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60450	Building Repair/Maint Exp	$80,801	$76,200	$101,118	$80,000	$90,000	$43,834	$97,000	$97,000
60452	Operating Equip Repair Exp	$2,293	$18,000	$5,910	$14,700	$10,000	$0	$20,300	$20,300
60453	Vehicle Repair/Tires/Oil Exp	$23,690	$20,500	$21,434	$20,500	$20,500	$0	$20,000	$20,000
60457	Road Maint/Improve Non-Cap	$19,954	$20,000	$4,262	$20,000	$20,000	$7,668	$20,000	$20,000
60461	Repair/Maint-CommunsEquip	$0	$0	$0	$0	$0	$0	$0	$0
60500	Admin/Office Supp/Eqt Non-C	$2,060	$18,250	$1,486	$4,450	$4,000	$170	$4,300	$4,300
60501	Operating Supp/Eqt Non-Cap	$2,036	$3,300	$1,778	$3,300	$3,000	$455	$3,100	$3,100
60505	Construction Supplies	$49,393	$44,000	$53,541	$44,000	$45,000	$20,497	$46,000	$46,000
60506	Equipment/Small Tools-Non-c	$14,539	$19,000	$13,124	$19,000	$18,000	$8,229	$19,000	$19,000
Totals		**$194,766**	**$219,250**	**$202,654**	**$205,950**	**$210,500**	**$80,853**	**$229,700**	**$229,700**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 35104 P.W. Wastewater Maintenance

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
WASTEWATER SUPERVISOR	10249	1.00	82,158.96	82,474.96	82,474.96	COURT	JEREMY	60102
WASTEWATER OPERATOR W/O GRADE 5	700	1.00	65,832.00	66,085.20	66,085.20	ALLEN	JOHN	60105
WASTEWATER OPERATOR W/O GRADE 5	10592	1.00	62,899.20	63,141.12	63,141.12	DEMERS	STEVEN	60105
WASTEWATER OPERATOR W/O GRADE 5	11415	1.00	58,780.80	59,006.88	59,006.88	BERTRAND	GIRARD	60105
WASTEWATER OPERATOR W/O GRADE 5	11303	1.00	59,363.20	59,591.52	59,591.52	KINSELLA	JULIAN	60105
WASTEWATER OPERATOR W/O GRADE 5	41360	1.00	65,832.00	66,085.20	66,085.20	LAVOIE	LANCE	60105
ADJUSTMENTS	33	-	-	-	-	VARIOUS	0	60105
TOTAL BUDGETED POSITIONS		**6.00**	**394,866.16**	**396,384.88**	**396,384.88**			

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 35104 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$92,039	$80,464	$82,020	$82,475	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$82,475	$82,475		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Wastewater Supervisor salary Note: increase added cotract year
See Payroll Worksheet for details

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: F-T Employee Wage Exp

Department Number: 35104 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$273,664	$345,105	$285,630	$351,327	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$313,910	$313,910		-$37,417

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Wages for the following positions. Note: increase added contract year

5 Operators without Grade 5

See Payroll worksheet for details

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Overtime Wage Expense

Department Number: 35104 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$30,692	$13,490	$52,720	$32,869	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$31,500	$31,500		-$1,369

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Scheduled			
Avg OT Pay	$	43.87	(update if wages change)
Weekend Hrs		192.0	
Holiday Hrs		-	
Primary		78.0	
Secondary		52.0	
	$	14,126.14	
Non-Scheduled			
Avg OT Pay	$	43.87	
Remote Hrs		64.0	Calls exceding 1.5 hrs/wk
Call-in Hrs		325.0	Est. based on last 3 years
	$	17,065.43	
Estimated Total	$	31,191.57	

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Insurance Buyout Pay

Department Number: 35104 Account Number: 60129

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$3,148	$0	$2,552	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,074	$3,074		$523

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contractual obligation for 1 employee choosing buyout option

		Rate	*Subtotal*
Union employee	1	$ 3,074.00	$ 3,074.00
			$ 3,074.00

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: FICA/Medicare-ER Share Exp

Department Number: 35104 Account Number: 60201

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$27,895	$30,823	$29,632	$27,869	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$28,841	$28,841		$971

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: MPERS-Employer Share Exp

Department Number: 35104 Account Number: 60202

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$30,846	$32,151	$34,155	$27,989	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$22,826	$22,826		-$5,163

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: 457 Plan-Employer Share Exp

Department Number: 35104 Account Number: 60203

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6,585	$7,242	$6,602	$7,423	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$7,423	$7,423		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: HPHC Ins Employer Share Exp

Department Number: 35104 Account Number: 60210

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$251	$0	$259	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$289	$289		$30

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: NNEBT Ins Employer Share Exp

Department Number: 35104 Account Number: 60211

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$102,855	$84,689	$110,244	$113,075	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$114,752	$114,752		$1,677

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: S-T Disability ER Share Exp

Department Number: 35104 Account Number: 60212

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$1,001	$0	$834	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		-$834

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: L-T Disability ER Share Exp

Department Number: 35104 Account Number: 60213

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$ -

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Delta Dental ER Share

Department Number: 35104 Account Number: 60216

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: RHSA Plan ER Share

Department Number: 35104 Account Number: 60217

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,640	$4,680	$2,315	$4,680	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,680	$4,680		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Workers Comp Insurance Exp

Department Number: 35104 Account Number: 60370

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,541	$8,541		$8,541

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Budgeted in 35102

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Clothing/Uniforms Expense

Department Number: 35104 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,322	$5,500	$5,181	$5,500	$5,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,500	$5,500		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contractual obligation for clothing.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Conferences/Training Expense

Department Number: 35104 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,850	$1,671	$720	$1,671	$1,200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,350	$1,350		-$321

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Training required to maintain State licenses and certifications. Increased to allow for two people per year to attend annual Maine Wastewater trade show.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Travel/Mileage Expense

Department Number: 35104 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$380	$1,025	$504	$1,025	$1,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,050	$1,050		$25

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Misc travel for training and other and reimbursment for Superintendent using personal vehicle.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Food/Lodging Expense

Department Number: 35104 Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$34	$50	$96	$50	$64

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$50	$50		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Projected expenses for off site training sessions

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Temporary Contract Help Exp

Department Number: 35104 Account Number: 60312

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$38,818	$44,000	$37,507	$46,640	$46,640

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$50,000	$50,000		$3,360

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

If full time CCTV operator is approved in budget, this line can become $0 in place of approximately $124,000 added to payroll and benefits accounts for a total increase of $74,000 This must be in conjunction of approval of new inspection vehicle and equipment. The purpose of this additional employee/equipment is to replace the 1/3 ownership through the Tri Community agreement to increase inspection productivity. This work is critical to assessing and mapping of the sewers/storm for infrastructure management and CSO abatement work.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Construction Services Expense

Department Number: 35104 Account Number: 60313

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$91,640	$196,000	$179,536	$148,000	$200,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$233,000	$233,000		$85,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Includes funds to rehab pipes in very poor condition. Spent 134,000 in FY25 to rehab Pike/Acorn after it collapsed.

Spoils Crushing	$3,000
CSO Flow Monitoring (7 site)	$65,000
General Sewer Rehab	$150,000
Sewer Services	$15,000
CB Cleaning services	$0
Total	**$233,000**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Equipment Rent/Lease Exp

Department Number: 35104 Account Number: 60330

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$600	$208	$600	$300

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$600	$600		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Any rental needs for equipment or tools

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Grit Disposal Expense

Department Number: 35104 Account Number: 60342

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$9,762	$13,000	$15,217	$16,000	$16,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$12,000	$12,000		$ (4,000)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Disposal of contaminated grit from sewer and CSO tank cleaning. Increase based on increased dispoal rates at landfill. Decreased because we plan on using an old sludge can instead of renting and paying waste management for their can.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Rodent Control Expense

Department Number: 35104 Account Number: 60345

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Requesting to make this an obsolete code and remove. Any rodent issues in the future would be coded to 60450.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Electricity Expense

Department Number: 35104 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$67,316	$74,740	$68,730	$73,150	$65,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$60,000	$60,000		-$13,150

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Based on past several years of consistant useage with a 4.5% increase for expected rate increas
New Horrigans Court PS is using less electricity than the old station did.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Phone/Celular/Paging Exp

Department Number: 35104 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,487	$5,748	$3,596	$5,748	$5,748

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,750	$5,750		$2

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Type	Units	Months	$/Month	Total
Smart Phones	1	12	$50.00	$600
Cell Phone	5	12	$23.00	$1,380
Tablet	4	12	$40.00	$1,920
Cell Modem	1	12	$40.00	$480
GPS	6	12	$19.00	$1,368
			Total	**$5,748**

Wastewater phones do not appear to be properly coded to this budget.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Diesel Fuel Expense

Department Number: 35104 Account Number: 60410

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$9,000	$11,645	$16,429	$16,906	$16,906

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,500	$15,500		$ (1,406)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Gallons	$/Gal	Total
5054	$3.05	**$15,414.70**

Does not appear to be properly coded for FY25. Still using normal ammount of fuel, but not show to be charged to this account.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Gasoline Expense

Department Number: 35104 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$7,328	$5,750	$7,228	$9,980	$9,980

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,100	$8,100		$ (1,880)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Gallons	$/Gal	Total
2,692.00	$3.00	$8,076.00

Does not appear to be properly coded for FY25. Still using normal ammount of fuel, but not show to be charged to this account.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Building Repair/Maint Exp

Department Number: 35104 Account Number: 60450

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$80,801	$76,200	$101,118	$80,000	$90,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$97,000	$97,000		$17,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Pump Station Maintenance and Repairs

Gates, Check valves, Hardware	$5,000.00
Pumps/Parts/Motors/Drives	$25,000.00
Controls/SCADA/Electrical Supplies	$45,000.00
Wet Well Cleaning	$6,000.00
Instrumentation	$3,000.00
Hardware Paint and Misc	$5,000.00
Buildings to Replace GR Hut	$8,000.00
Total	**$97,000.00**

Gorman Rupp pump stations are over 30 years old and maintenance requirements have increased. Also added $8,000 to replace pump station housing for staff safety.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Operating Equip Repair Exp

Department Number: 35104 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,293	$18,000	$5,910	$14,700	$10,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$20,300	$20,300		$5,600

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

661	Generator	$800.00
665	Portable pump	$1,000.00
670	Trailer	$1,000.00
685	Generator	$1,100.00
686	Generator	$1,300.00
55	Backhoe	$11,100.00
Camera	Cam Truck	$4,000.00
	Total	**$20,300.00**

Based on projections from mechanics. TYD is low because some service work will be done in the spring.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 35104 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$23,690	$20,500	$21,434	$20,500	$20,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$20,000	$20,000		$ (500)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

604	Crane Truck	$2,800.00
606	Supervisors truck	$2,950.00
610	Pump tech Truck	$4,500.00
660	Vactor	$9,750.00
		$20,000.00

Based on projections from mechanics. Doesn't appear to be properly coded. YTD shows $0 used, but work still being performed.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Road Maint/Improve Non-Cap

Department Number: 35104 Account Number: 60457

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$19,954	$20,000	$4,262	$20,000	$20,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 20,000	$ 20,000		$ -

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

For paving after sewer related projects. Remaining funds will be used when construction season resumes in the spring.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Repair/Maint-CommunsEquip

Department Number: 35104 Account Number: 60461

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

No need to have a separate code for this. Suggest making code obsolete and using 60450 for radio equipment.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 35104 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,060	$18,250	$1,486	$4,450	$4,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,300	$4,300		$ (150)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Office Supplies	$500.00
Computer Hardware/Tablet/Software	$1,200.00
Granit.net License & Tech Sup	$2,600.00
Granite.net GIS integration software	
1/4 of Esri License	
Total	**$4,300.00**

PC software and hardware. $2400 included to replace tablets.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 35104 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,036	$3,300	$1,778	$3,300	$3,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,100	$3,100		-$200

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

PPE	$1,000.00
Odor Control	$500.00
Lube/Rags/Belts/Clean/Batts/Paint/Misc	$1,200.00
Smoke/Dye	$400.00
Total	**$3,100.00**

Costs based on past 3 years history

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Construction Supplies

Department Number: 35104 Account Number: 60505

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$49,393	$44,000	$53,541	$44,000	$45,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$46,000	$46,000		$2,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Pipe/Fittings	$7,500.00
Structures	$5,000.00
MH,CB,Rims,Covers	$30,000.00
CIPP Supplies	$2,500.00
Concrete, Misc	$1,000.00
Total	**$46,000.00**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** P.W. Wastewater Maintenance

Account Title: Equipment/Small Tools-Non-cap

Department Number: 35104 Account Number: 60506

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$14,539	$19,000	$13,124	$19,000	$18,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$19,000	$19,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Tri-Community Capital Accnt	$12,000.00
Tools, Misc	$5,000.00
Camera Tools	$1,000.00
Safety equipment	$1,000.00
Total	**$19,000.00**

City of Biddeford, Maine

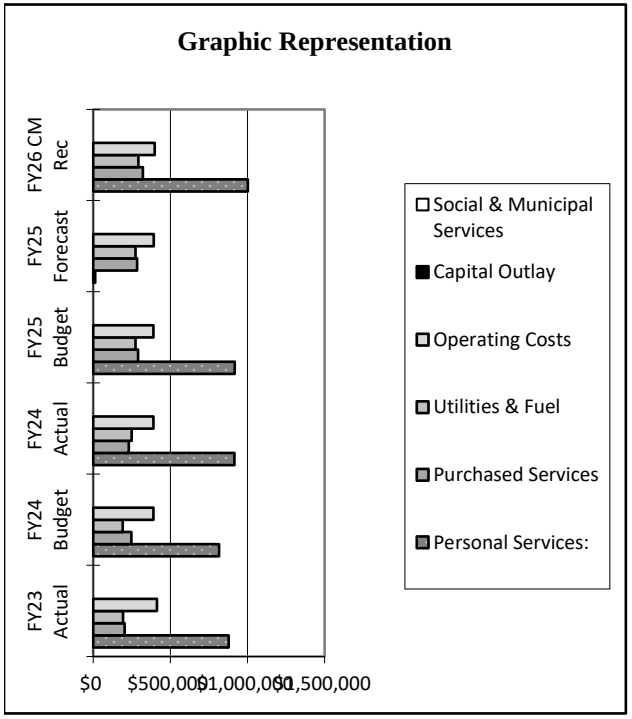
Fiscal Year 2026

Budget: New Sewer Operations Exp

Account Number: 35105

	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD	FY26 Dept Head	FY26 Manager's Rec
Personnel Services:	$878,159	$816,503	$915,776	$917,048	$13,850	$360,911	$1,001,623	$1,001,623
Purchased Services	$203,263	$247,444	$231,769	$291,883	$285,700	$24,028	$322,100	$322,100
Utilities & Fuel	$192,471	$192,084	$248,476	$275,245	$273,519	$88,170	$293,800	$293,800
Operating Costs	$413,637	$391,317	$390,885	$391,477	$392,000	$205,944	$398,800	$398,800
Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0
Social & Municipal Services	$0	$0	$0	$0	$0	$0	$0	$0
TOTALS:	**$1,687,531**	**$1,647,348**	**$1,786,906**	**$1,875,653**	**$965,069**	**$679,053**	**$2,016,323**	**$2,016,323**

Graphic Representation



FRINGE BENEFIT IMPACT (Estimated):	
FICA	**$52,253**
Workers Comp	**$15,860**
Health Insurance	**$162,486**
Retirement	**$68,692**
Unemployment	**$66**
Other Insurance	**$6,256**
Total Fringe Benefit Impact	**$305,614**
# of Full Time Employees	**9.00**

	FY25 Budget	FY26 Manager's Rec	Dollar Change	Percentage Change
Personal Services:	$917,048	$1,001,623	$84,575	9.2%
Purchased Services	$291,883	$322,100	$30,217	10.4%
Utilities & Fuel	$275,245	$293,800	$18,555	6.7%
Operating Costs	$391,477	$398,800	$7,323	1.9%
Capital Outlay	$0	$0	$0	N/A
Social & Municipal Serivices	$0	$0	$0	N/A
TOTALS:	**$1,875,653**	**$2,016,323**	**$140,670**	7.5%

Personnel Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60101	Dept Manager Salary Exp	$51,743	$54,286	$53,020	$56,729	$0	$20,318	$57,542	$57,542
60102	Mid Mgmt Hrly Employee Wa	$96,927	$98,440	$100,457	$110,409	$0	$38,417	$112,940	$112,940
60105	F-T Employee Wage Exp	$402,063	$357,361	$426,958	$368,657	$0	$164,343	$442,902	$442,902
60106	P-T Employee Wage Exp	$0	$0	$0	$0	$0	$0	$0	$0
60107	Temp/Seasonal Emp Wage Ex	$3,966	$8,640	$10,278	$9,600	$0	$2,050	$9,600	$9,600
60111	Overtime Wage Expense	$58,236	$46,829	$64,477	$51,601	$0	$27,972	$57,091	$57,091
60129	Insurance Buyout Pay	$0	$3,148	$0	$0	$0	$0	$0	$0
60201	FICA/Medicare-ER Share Exp	$43,073	$47,886	$46,419	$49,400	$0	$18,540	$52,253	$52,253
60202	MPERS-Employer Share Exp	$61,878	$62,966	$64,542	$65,867	$0	$24,588	$68,692	$68,692
60203	457 Plan-Employer Share Exp	($6)	$0	$0	$0	$0	$0	$0	$0
60210	HPHC Ins Employer Share Ex	$126	$238	$125	$0	$0	$48	$0	$0
60211	NNEBT Ins Employer Share E	$142,589	$115,882	$129,870	$183,487	$0	$57,182	$162,486	$162,486
60212	S-T Disability ER Share Exp	$26	$61	$26	$61	$0	$10	$0	$0
60213	L-T Disability ER Share Exp	$0	$389	$0	$426	$0	$0	$0	$0
60216	Delta Dental ER Share	$0	$0	$0	$0	$0	$0	$0	$0
60217	RHSA Plan ER Share	$5,272	$5,928	$5,242	$6,256	$0	$1,991	$6,256	$6,256
60230	Clothing/Uniforms Expense	$3,851	$5,900	$7,855	$5,900	$5,900	$2,473	$5,900	$5,900
60251	Conferences/Training Expense	$3,878	$5,252	$1,987	$5,252	$4,000	$257	$5,700	$5,700
60252	Travel/Mileage Expense	$2,633	$1,894	$2,395	$1,894	$2,000	$1,202	$1,900	$1,900
60253	Food/Lodging Expense	$1,028	$600	$1,541	$600	$800	$371	$1,500	$1,500
60256	Dues/Memberships Expense	$377	$365	$0	$470	$650	$650	$500	$500
60257	Professional License Fees Exp	$500	$438	$583	$438	$500	$500	$500	$500
60370	Workers Comp Insurance Exp	$0	$0	$0	$0	$0	$0	$15,860	$15,860
Totals		**$878,159**	**$816,503**	**$915,776**	**$917,048**	**$13,850**	**$360,911**	**$1,001,623**	**$1,001,623**

Purchased Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60301	Legal Services Expense	$0	$750	$0	$750	$0	$0	$750	$750
60306	Other Prof/Consult Srvs Exp	$2,388	$10,000	$1,116	$10,000	$8,000	$6,140	$8,000	$8,000
60310	Service Contracts Expense	$6,338	$5,050	$4,541	$5,253	$5,500	$0	$5,500	$5,500
60313	Construction Services Expense	$5,428	$5,000	$2,888	$5,000	$2,000	$0	$5,000	$5,000
60325	Postage/Shipping Expense	$272	$250	$72	$250	$200	$94	$250	$250
60330	Equipment Rent/Lease Exp	$0	$600	$0	$600	$0	$0	$600	$600
60342	Grit Disposal Expense	$188,837	$225,794	$223,151	$270,030	$270,000	$17,794	$302,000	$302,000
60370									
Totals		**$203,263**	**$247,444**	**$231,769**	**$291,883**	**$285,700**	**$24,028**	**$322,100**	**$322,100**

Utilities & Fuel

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60400	Electricity Expense	$156,864	$131,223	$214,745	$214,710	$215,000	$80,335	$231,500	$231,500
60401	Water Expense	$8,725	$7,623	$6,823	$8,112	$7,000	$3,261	$6,700	$6,700
60402	Phone/Celular/Paging Exp	$4,494	$4,872	$4,996	$4,872	$4,800	$1,772	$4,900	$4,900
60405	Heating Fuel Expense	$17,544	$19,732	$15,494	$20,278	$20,000	$2,780	$21,000	$21,000
60406	Fiber/Internet Expense	$1,006	$5,040	$143	$5,054	$4,500	$22	$4,900	$4,900
60410	Diesel Fuel Expense	$907	$19,944	$4,012	$19,334	$19,334	$0	$22,000	$22,000
60411	Gasoline Expense	$2,933	$3,650	$2,263	$2,885	$2,885	$0	$2,800	$2,800
Totals		**$192,471**	**$192,084**	**$248,476**	**$275,245**	**$273,519**	**$88,170**	**$293,800**	**$293,800**

Other Operating Costs

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60450	Building Repair/Maint Exp	$26,960	$21,300	$29,684	$16,600	$15,000	$3,717	$15,400	$15,400
60452	Operating Equip Repair Exp	$120,111	$103,000	$110,483	$103,300	$110,000	$74,856	$119,000	$119,000
60453	Vehicle Repair/Tires/Oil Exp	$15,688	$25,975	$5,642	$26,570	$25,000	$0	$32,600	$32,600
60456	Plant Operations/Maint. Exp	$11,313	$12,925	$12,805	$13,925	$13,000	$5,716	$13,000	$13,000
60461	Repair/Maint-CommunsEquip	$0	$0	$0	$0	$0	$0	$0	$0
60500	Admin/Office Supp/Eqt Non-C	$12,196	$11,529	$12,295	$15,221	$16,000	$8,077	$17,100	$17,100
60501	Operating Supp/Eqt Non-Cap	$12,356	$15,650	$12,665	$14,900	$14,000	$9,026	$14,600	$14,600
60506	Equipment/Small Tools-Non-c	$4,073	$8,700	$6,265	$8,000	$8,000	$6,700	$8,000	$8,000
60509	Cleaning Supplies Expense	$2,937	$0	$0	$0	$0	$0	$0	$0
60510	Process Chemicals Expense	$188,137	$168,588	$179,105	$166,486	$165,000	$87,537	$153,000	$153,000
60511	Laboratory Supplies Exp	$19,865	$23,650	$21,941	$26,475	$26,000	$10,314	$26,100	$26,100
Totals		**$413,637**	**$391,317**	**$390,885**	**$391,477**	**$392,000**	**$205,944**	**$398,800**	**$398,800**

Capital Outlay

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
60603	Vehicles Purchase Capital	$0	$0	$0	$0	$0	$0	$0	$0
Totals		**$0**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**

Social & Municipal Services

Account Number	Description	FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 Forecast	FY25 YTD 12/31/23	FY26 Dept Head	FY26 Mgr's Rec
Totals		**$0**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**

City of Biddeford, Maine

Department Personnel Budget
Fiscal Year 2026

DEPARTMENT: 35105 New Sewer Operations Exp

Classification	EMP #	FTE	Annual Total	Requested	City Manager Recommended	Last Name	First Name	Object
PUBLIC WORKS DIRECTOR	18290	1.00	57,321.04	57,541.50	57,541.50	DEMERS	JEFFREY	60101
WASTEWATER SUPERINTENDENT	10349	1.00	112,507.20	112,939.92	112,939.92	BUECHNER	ALEX	60102
LEAD OPERATOR	10088	1.00	77,396.80	77,694.48	77,694.48	LEWIS	JAMES	60105
WASTEWATER OPERATOR W/ GRADE 5	10694	1.00	69,035.20	69,300.72	69,300.72	PHINNEY	MATTHEW	60105
WASTEWATER OPERATOR W/O GRADE 5	11282	1.00	56,534.40	56,751.84	56,751.84	KENNARD	CHRISTOPHER	60105
TREATMENT PLANT MECHANIC	10408	1.00	69,201.60	69,467.76	69,467.76	KOESTNER	JONATHAN	60105
TREATMENT PLANT MECHNIC	10268	1.00	70,678.40	70,950.24	70,950.24	DEMERS	TANNER	60105
WASTEWATER OPERATOR W/O GRADE 5	11282	1.00	56,534.40	56,751.84	56,751.84	KENNARD	CHRISTOPHER	60105
SOLID WASTE DRIVER/UTILITY	8000	1.00	34,544.64	34,677.50	34,677.50	BUDA	JASON	60105
SEASONAL EMPLOYEES	35	-	9,600.00	9,600.00	9,600.00	0	0	60107
TOTAL BUDGETED POSITIONS		**9.00**	**613,353.68**	**615,675.81**	**615,675.81**			

Notes

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Dept Manager Salary Exp

Department Number: 35105 Account Number: 60101

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$51,743	$54,286	$53,020	$56,729	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$57,542	$57,542		$813

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

42 % of Public Works Director salary
See Payroll Worksheet for details

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Mid Mgmt Hrly Employee Wage Ex

Department Number: 35105 Account Number: 60102

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$96,927	$98,440	$100,457	$110,409	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$112,940	$112,940		$2,531

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Superintendant of Wastewater Operations salary with increase included

See Payroll Worksheet for details

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: F-T Employee Wage Exp

Department Number: 35105 Account Number: 60105

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$402,063	$357,361	$426,958	$368,657	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$442,902	$442,902		$74,245

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Wages for the following positions.
Contract year increase added.

60% Solid Waste Driver/Utility
Lead Operator with Grade #5
Operator with Grade #5
Operator without Grade #5
Treatment Plant Mechanic
Lab/Tech Plant operator

See Payroll Worksheet for details

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Temp/Seasonal Emp Wage Exp

Department Number: 35105 Account Number: 60107

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,966	$8,640	$10,278	$9,600	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$9,600	$9,600		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contract Seasonal Workers. Increase for MS4 inspections

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Overtime Wage Expense

Department Number: 35105 Account Number: 60111

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$58,236	$46,829	$64,477	$51,601	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$57,091	$57,091		$5,490

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Based on historical data

Scheduled			
Ave OT Pay	$	48.88	
Weekend Hrs		624.0	
Holiday Hrs		168.0	
Primary		104.0	
Secondary		52.0	
	$	46,338.24	
Non-Scheduled			
Ave OT Pay	$	48.88	
Remote Hrs		116.0	
Call-in Hrs		104.0	Est. based on last two years
	$	10,753.60	
Estimated Total	$	57,091.84	

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Insurance Buyout Pay

Department Number: 35105 Account Number: 60129

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$3,148	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

EOY Forecast and FY23 request reflect employee election change

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: FICA/Medicare-ER Share Exp

Department Number: 35105 Account Number: 60201

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$43,073	$47,886	$46,419	$49,400	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$52,253	$52,253		$2,853

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: MPERS-Employer Share Exp

Department Number: 35105 Account Number: 60202

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$61,878	$62,966	$64,542	$65,867	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$68,692	$68,692		$2,825

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: 457 Plan-Employer Share Exp

Department Number: 35105 Account Number: 60203

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
-$6	$0	$0	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: HPHC Ins Employer Share Exp

Department Number: 35105 Account Number: 60210

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$126	$238	$125	$0	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: NNEBT Ins Employer Share Exp

Department Number: 35105 Account Number: 60211

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$142,589	$115,882	$129,870	$183,487	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$162,486	$162,486		-$21,001

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: S-T Disability ER Share Exp

Department Number: 35105 Account Number: 60212

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$26	$61	$26	$61	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		-$61

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: L-T Disability ER Share Exp

Department Number: 35105 Account Number: 60213

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$389	$0	$426	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$ (426)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: RHSA Plan ER Share

Department Number: 35105 Account Number: 60217

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,272	$5,928	$5,242	$6,256	

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,256	$6,256		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Workers Comp Insurance Exp

Department Number: 35105 Account Number: 60370

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,860	$15,860		$15,860

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

in 35102

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Clothing/Uniforms Expense

Department Number: 35105 Account Number: 60230

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,851	$5,900	$7,855	$5,900	$5,900

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,900	$5,900		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contractual obligation for clothing.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Conferences/Training Expense

Department Number: 35105 Account Number: 60251

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$3,878	$5,252	$1,987	$5,252	$4,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,700	$5,700		$448

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Training required for maintaining licenses. Average per license operator is $342 each year. Also includes annual convention registration and safety training.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Travel/Mileage Expense

Department Number: 35105 Account Number: 60252

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,633	$1,894	$2,395	$1,894	$2,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,900	$1,900		$6

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Tolls for sludge hauling	$1,794.00
Misc travel exp	$100.00
Total	**$1,894.00**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Food/Lodging Expense

Department Number: 35105 Account Number: 60253

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,028	$600	$1,541	$600	$800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$1,500	$1,500		$900

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Rooms for Conventions	$1,200.00
Training Refreshments	$300.00
Total	**$1,500.00**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Dues/Memberships Expense

Department Number: 35105 Account Number: 60256

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$377	$365	$0	$470	$650

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$30

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

WEF and MEWEA membership dues.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Professional License Fees Exp

Department Number: 35105 Account Number: 60257

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$500	$438	$583	$438	$500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$500	$500		$62

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Position	**First**	**Last**	Cycle Cost	Yearly Cost
Supervisor	Jeremy	Court	$125.00	$62.50
Lab Tech - 5	Matt	Phinney	$125.00	$62.50
TP Ops	Grady	Hanscom	$125.00	$62.50
TP Ops - 5 LEAD	Jim	Lewis	$125.00	$62.50
TP Ops	Tanner	Demers	$125.00	$62.50
Superintendent	Alex	Buechner	$125.00	$62.50
TP Ops	Chris	Kennard	$125.00	$62.50
Other			$125.00	$62.50
			Total	**$500.00**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Legal Services Expense

Department Number: 35105 Account Number: 60301

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$750	$0	$750	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$750	$750		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Contingency funding for potential use of City Attorney

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Other Prof/Consult Srvs Exp

Department Number: 35105 Account Number: 60306

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,388	$10,000	$1,116	$10,000	$8,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,000	$8,000		-$2,000

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Engineering - small projects	$8,000.00
Total	**$8,000.00**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Service Contracts Expense

Department Number: 35105 Account Number: 60310

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$6,338	$5,050	$4,541	$5,253	$5,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,500	$5,500		$247

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Flow Meter Calibration	$1,000.00
Crane Inspection	$800.00
Actuator PMs	$2,700.00
Sludge Scale Calibration	$1,000.00
Total	$5,500.00

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Construction Services Expense

Department Number: 35105 Account Number: 60313

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$5,428	$5,000	$2,888	$5,000	$2,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000	$5,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

PLC/Controls work funds moved to 60452

Electrician Services	$3,000
Construction needs	$2,000
Total	**$5,000**

For hiring contractors for emergency repairs or small projects

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Postage/Shipping Expense

Department Number: 35105 Account Number: 60325

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$272	$250	$72	$250	$200

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$250	$250		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

shipping and postage

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Equipment Rent/Lease Exp

Department Number: 35105 Account Number: 60330

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$600	$0	$600	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$600	$600		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Equipment rental for repairs and projects

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Grit Disposal Expense

Department Number: 35105 Account Number: 60342

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$188,837	$225,794	$223,151	$270,030	$270,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$302,000	$302,000		$31,970

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Volume	Rate per unit	Disposal Total
WW Sludge	2,489	$111.16	$276,677.24
Contracted Hauling			$4,854.00
TP Dumpster	24	$840.00	$20,160.00
		Total	$301,691.24

Volume is consistant, landfill rates have increased due to new PFAS rules

YTD total is low. Something not being charged correctly?

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Electricity Expense

Department Number: 35105 Account Number: 60400

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$156,864	$131,223	$214,745	$214,710	$215,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$231,500	$231,500		$16,790

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	KWH	Total $
Water St Plant	970113	$199,724
Bidd Pool Plant	76680	$12,250
CSO#9 Tank	9431	$1,723
Mechanics Park	8160	$6,739
% Increase		5.00%
Total		**$231,457.80**

Based on historical usage and FY25 rates with 5% added for possible increases.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Water Expense

Department Number: 35105 Account Number: 60401

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$8,725	$7,623	$6,823	$8,112	$7,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$6,700	$6,700		-$1,412

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Location	Use Cuft	Total
Treatment Plant	26452	$3,711.32
CSO Tank	33233	$1,755.50
	MW % increase	3.00%
	MW Total	**$5,630.83**
Pool Treatment Plant	16146	$1,030.80
	KKW % increase	3.00%
	KKW Total	**$1,061.73**
	Total	**$6,692.56**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Phone/Celular/Paging Exp

Department Number: 35105 Account Number: 60402

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,494	$4,872	$4,996	$4,872	$4,800

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,900	$4,900		$28

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Water St Phone	1	12	$28.00	$336
RBC Phone	1	12	$30.00	$360
Smart Phones	2	12	$65.00	$1,560
Cell Phones	6	12	$23.00	$1,656
Tablet	1	12	$40.00	$480
Aircard	1	12	$40.00	$480
				$4,872

Phone bills to not seem to be properly coded usage doesn't match per unit costs.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Heating Fuel Expense

Department Number: 35105 Account Number: 60405

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$17,544	$19,732	$15,494	$20,278	$20,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$21,000	$21,000		$722

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Water St Plant	Heating Cost of all buildings		$20,278.00
		Use Adj	-2.20%
		% Increase $	4.00%
		Total	$20,625.39

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Fiber/Internet Expense

Department Number: 35105 Account Number: 60406

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$1,006	$5,040	$143	$5,054	$4,500

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,900	$4,900		-$154

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Months	$/Month	Total
GWI	12	$395.00	$4,740.00
Charter Comm	12	$11.18	$134.16
		Total	$4,874.16

Budget carried over from last year. YTD shows the WWTF bills are being coded elsewhere. Should be fixed with journal entry.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Diesel Fuel Expense

Department Number: 35105 Account Number: 60410

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$907	$19,944	$4,012	$19,334	$19,334

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	22,000	22,000		2,666

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

WWTF vehicles and Sludge hauling truck per feet manager

	Gallons	$/Gal	
WWTF	1253	$3.05	**$3,822**
Can Truck	5928	$3.05	**$18,080**
			$21,902

YTD implies that WWTF diesel fuel is being coded elsewhere. Should be correct with journal entry.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Gasoline Expense

Department Number: 35105 Account Number: 60411

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,933	$3,650	$2,263	$2,885	$2,885

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	2,800	2,800		(85)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Gallons	$Gal	Total
917	$3.00	$2,751.00

YTD implies that WWTF diesel fuel is being coded elsewhere. Should be correct with journal entry.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Building Repair/Maint Exp

Department Number: 35105 Account Number: 60450

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$26,960	$21,300	$29,684	$16,600	$15,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,400	$15,400		-$1,200

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Garage doors and gate PMs	$500.00
Backflow Preventors PMs	$600.00
Sprinkler PMs	$800.00
HVAC PMs	$800.00
Pest Services	$700.00
Building repairs, facility appearance	$12,000.00
Total	**$15,400.00**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Operating Equip Repair Exp

Department Number: 35105 Account Number: 60452

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$120,111	$103,000	$110,483	$103,300	$110,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	119,000	119,000		15,700

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

PLC/SCADA	$15,000.00
Aeration	$26,000.00
AB Tank Cleaning	$13,000.00
Clarificaiton	$4,000.00
CSO Tank	$3,000.00
Dechlorination	$5,000.00
Dewatering	$15,000.00
Disinfection	$5,000.00
Pretreatment	$8,000.00
Odor Control	$1,000.00
Generator PMs	$2,000.00
Misc	$22,000.00
Total	**$119,000.00**

For maintenance and repairs of process equipment at WWTF.
Cost increased to purchase a spare actuator. AB Tank cleaning costs have increased.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Vehicle Repair/Tires/Oil Exp

Department Number: 35105 Account Number: 60453

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$15,688	$25,975	$5,642	$26,570	$25,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$32,600	$32,600		$6,030

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

616	WWTF Pickup	$4,500.00
608	Superintendent Truck	$10,550.00
633	SUV	$1,900.00
678	Can Truck (60%)	$11,700.00
640	Snowblower	$175.00
642	Snowblower	$175.00
643	Lawnmower	$370.00
644	Lawnmower	$200.00
645	Lawntool	$200.00
646	Weedwacker	$200.00
691	Generator	$1,400.00
698	Bobcat	$1,150.00
	Total	**$32,520.00**

Cost based on data provided by PW fleet manager. Includes costs to add lift gate to unit 608
Does not appear to be properly coded.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Plant Operations/Maint. Exp

Department Number: 35105 Account Number: 60456

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$11,313	$12,925	$12,805	$13,925	$13,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$13,000	$13,000		-$925

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Biddeford Pool WWTF

PLC/SCADA	$1,000.00
Lab Supplies	$1,000.00
Instrumentation	$2,000.00
Lime	$800.00
2/Year Cleaning	$2,600.00
Lab Testing	
Equipment/Parts/Repairs	$3,500.00
Paint/Lawn/Misc	$2,000.00
	$12,900.00

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Repair/Maint-CommunsEquip

Department Number: 35105 Account Number: 60461

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This code was removed in FY23 and not shown in munis table.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Admin/Office Supp/Eqt Non-Cap

Department Number: 35105 Account Number: 60500

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$12,196	$11,529	$12,295	$15,221	$16,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	17,100	17,100		1,879

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Office Supplies			$500.00
Computer Hardware/Tablet			$1,200.00
Software Licenses			
	$/Seat	**# Seats**	
Allmax	$1,252	2	$2,504.00
Win911	$2,250	1	$2,250.00
Fiix	$782	4	$3,129.36
Go to my PC	$1,188	1	$1,188.00
InfoSense	$950	0	$0.00
Teams	$5	1	$5.00
PLC/SCADA Software			
Studio 5000			$450.00
Factory Talk	$5,872	1	$5,872.11
Thin Manager		0	$0.00
	Software Total		$15,398.47
	Total		**$17,098.47**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Operating Supp/Eqt Non-Cap

Department Number: 35105 Account Number: 60501

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$12,356	$15,650	$12,665	$14,900	$14,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$14,600	$14,600		-$300

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

PPE	$4,500.00
Odor Conrol	$3,000.00
Lube/Rags/Belts/Filters/Batts/Paint	$3,700.00
Cleaning Supplies	$3,000.00
First Aid Restock	$400.00
Total	**$14,600.00**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Equipment/Small Tools-Non-cap

Department Number: 35105 Account Number: 60506

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$4,073	$8,700	$6,265	$8,000	$8,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	8,000	8,000		0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Tools	$4,500.00
Safety equipment	$3,500.00
Total	**$8,000.00**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Cleaning Supplies Expense

Department Number: 35105 Account Number: 60509

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$2,937	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Recommend abandoning this code and moving funds to 60501

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Process Chemicals Expense

Department Number: 35105 Account Number: 60510

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$188,137	$168,588	$179,105	$166,486	$165,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	153,000	153,000		(13,486)

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Expected Use	New $/Unit	Cost
Sodium hypochlorite	27668	$1.7784	$49,204.82
		Use Adj	5.00%
Sodium Bisulfite	10602	$1.9475	$20,647.10
		Use Adj	5.00%
Polymer	38428	$2.1400	$82,235.71
		Use Adj	5.00%
		Total	**$152,087.62**

Usage based on last three years with a 2% buffer for increased flows/loading. Costs based on joint community bid results.

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Laboratory Supplies Exp

Department Number: 35105 Account Number: 60511

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$19,865	$23,650	$21,941	$26,475	$26,000

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$26,100	$26,100		-$375

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Chemicals/Reagents	$12,000
Glassware/Pipettes	$600
Lab Equipment	$6,000
Probes	$2,400
Misc	$1,000
Lab Calibration	$1,500
Samping Supplies	$1,000
Water	$1,000
Lab Ops Total	**$25,500**

Storm Water Testing Supplies	$600
Total	**$26,100**

Fiscal Year 2026
Budget Request

March 31, 2025 **Department:** New Sewer Operations Exp

Account Title: Vehicles Purchase Capital

Department Number: 35105 Account Number: 60603

FY23 Actual	FY24 Budget	FY24 Actual	FY25 Budget	FY25 EOY Forecast
$0	$0	$0	$0	$0

FY26 Budget	Department Request	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Nothing Requested this budget year

New Vactor Vehicle CIP

Fiscal Year 2026
Pool Beach Fund Revenue Workbook

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pool Beaches Ops/Improves

Account Title: Res Beach Parking Permit Rev

Department Number: 31106 Account Number: 40241

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$69,926	$86,000	$63,573	$60,000	$84,700

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 42,645.00	$60,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

	Permits		Revised Fee		Total
Resident 1st Vehicle	783	$	35.00	$	27,405.00
Resident 2nd Vehicle	307	$	20.00	$	6,140.00
Resident 65+	455	$	20.00	$	9,100.00
				$	42,645.00

Expect permits to be significatly down due to Dec 24 storm damage to beach and infrastructure

not expecting as much of a reduction

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pool Beaches Ops/Improves

Account Title: Non-Res Season Permit Rev

Department Number: 31106 Account Number: 40242

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$9,310	$8,000	$3,920	$5,250	$4,600

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,900	$5,250		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Permits		Revised Fee		Total
15	$	245.00	$	3,675.00

Reduction expected due to Dec 24 storm damage to beach and infrastructure

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pool Beaches Ops/Improves

Account Title: Non-Resident 1 Day Permit Rev

Department Number: 31106 Account Number: 40313

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$45,000	$0	$49,210	$64,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 49,210.00	$49,210		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Permits		Revised Fee		Total
1406	$	35.00	$	49,210.00

Expect revenue to be down due to Dec 24 strom damage to beach and infrastructure

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pool Beaches Ops/Improves

Account Title: Non-Resident 3 Day Permit Rev

Department Number: 31106 Account Number: 40314

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$3,500	$0	$4,800	$5,280

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 4,800.00	$4,800		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Permits		Revised Fee		Total
64	$	75.00	$	4,800.00

Expect revenue to be down due to Dec 24 strom damage to beach and infrastructure

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pool Beaches Ops/Improves

Account Title: Non-Resident 7 Day Permit Rev

Department Number: 31106 Account Number: 40315

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$8,500	$0	$10,000	$14,800

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,000	$10,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Permits		Revised Fee		Total
102	$	140.00	$	14,280.00

Expect revenue to be down due to Dec 24 strom damage to beach and infrastructure

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pool Beaches Ops/Improves

Account Title: Use of Fund Balance-non-CityGF

Department Number: 31106 Account Number: 41199

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ -	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pool Beaches Ops/Improves

Account Title: Use of Undesignated Fund Balan

Department Number: 31106 Account Number: 40999

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ -	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Pool Beaches Ops/Improves

Account Title: Investment Income Revenue

Department Number: 31106 Account Number: 40500

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$11	$0	$0	$1,020	$900

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 1,020.00	$1,020		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fund Balance (est)	Interest Rate	Total
$ 85,000.00	1%	$ 1,020.00

Expect revenue to be down due to Dec 24 strom damage to beach and infrastructure

Fiscal Year 2026
Recreation Revenue Workbook

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Recreation General Programs

Account Title: Donations Received Revenue

Department Number: 31201 Account Number: 40557

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$11,000	$0	$960	$0	$2,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$5,000.00	$5,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Donations to various Programs $ 5,000.00

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Recreation General Programs

Account Title: Recreation Program Fee Rev

Department Number: 31201 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$5,667	$8,000	$7,410	$12,000	$7,700

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 12,000.00	$ 12,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Maine Recreation and Park Association Summer Ticket Sales/Smittys	$	12,000.00
GF Financial Aid (from 21124-60795)	$	-

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Recreation Teen Center

Account Title: Recreation Program Fee Rev

Department Number: 31202 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$6,019	$2,750	$3,389	$0	$3,500

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Recreation Safari Camp

Account Title: Recreation Program Fee Rev

Department Number: 31204 Account Number 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$234,219	$371,225	$34,475	$371,225	$210,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$245,000.00	$245,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Safari Camp	125 maximum participants 8 weeks	Mon-Fri	$	190,625.00
Middle School Camp	40 maximum participants 8 weeks	Mon- Thursday	$	53,000.00
			$	**243,625.00**
		Total Summer Camps	**$**	**243,625.00**

31204-40296

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Recreation Outdoor Summer Bona

Account Title: Recreation Program Fee Rev

Department Number: 31206 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$347,649	$451,450	$202,241	$486,200	$195,215

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$436,350.00	$436,350.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Cub Care Rev

	estimates 25-26 students	tuition	months		
After Care	120	355	10	$	426,000.00
swim program				**$**	**3,600.00**
Registration Fees	120	50	1	$	6,000.00
Late Fees				$	750.00
			Subtotal Cub Ca	**$**	**436,350.00**

TOTAL	**$**	**436,350.00**

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Recreation Youth Enrichment

Account Title: Recreation Program Fee Rev

Department Number: 31209 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$5,025	$8,320	$11,270	$19,800	$40,396

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$43,840.00	$43,840.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Enrichment Revenue

	participants	Cost pp	Sessions		
Mad Science	40	99	2	$	7,920.00
safe sitter Babysitting 2	40	99	2	$	7,920.00
				$	-
Additional Program Dev.				$	4,000.00

Vacation Camps

February Vacation				$	12,000.00
April Vacation				$	12,000.00
	total enrichment			**$**	**43,840.00**

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Rec Youth Sports Program

Account Title: Recreation Program Fee Rev

Department Number: 31211 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$61,630	$38,104	$34,468	$99,205	$38,280

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$63,315.00	$63,315.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Youth sports program revenue	$ 63,315.00

31211-40296

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Rec Adult Sports Program

Account Title: Recreation Program Fee Rev

Department Number: 31214 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$40,341	$42,775	$34,017	$65,275	$30,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$36,550.00	$36,550.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

$ 36,550

Total Adult Sports **$ 36,550**

31214-40296

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Recreation Ross Center

Account Title: Recreation Program Fee Rev

Department Number: 31220 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$25,876	$28,635	$21,149	$44,635	$22,500

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$50,000.00	$50,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

$50,000.00

BOLDer Adult Programs

$50,000.00

Total

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Rec Outdoor Adventure Program

Account Title: Recreation Program Fee Rev

Department Number: 31225 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$5,306	$9,955	$2,835	$21,260	$9,955

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$17,000.00	$17,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Instructional Clinics		2,500
Outdoor Trips		4,000
Surf Camp		5,000
Ski Program		4,000
additional prog. Dev	$	1,500
	$	**17,000**

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Recreation Field Usage

Account Title: Recreation Program Fee Rev

Department Number: 31228 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$15,040	$14,945	$4,585	$14,945	$10,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$14,945.00	$14,945.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

St. Louis Field (SMMBL, AAU, GNCBL & UNE Baseball practices and games)	$11,490.00
Rotary Park - Martel Field (USSSA Softball Tournaments & AAU Baseball & Softball)	$1,730.00
Rotary Park (UNE X-Country Meets)	$300.00
Redmond Fld LAX Camp-Vball	$400.00
Doran Field (USSSA Softball Tournament, AAU Baseball)	$1,025.00
	$14,945.00

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Rec Community Center Rents

Account Title: Recreation Program Fee Rev

Department Number: 31230 Account Number: 40296

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$10,219	$3,000	$5,116	$10,000	$6,800

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$10,000.00	$10,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Room Rentals $ 10,000.00

Fiscal Year 2026
Shellfish Fund Revenue Workbook

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Shellfish License Revenue

Account Title: Shellfish

Department Number: 31142 Account Number: 40238

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$8,100	$8,500	$7,735	$9,000	$8,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$8,000	$9,000		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Committee estimate

**See shellfish license list for background to prepare budgted estimate*

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Shellfish License Revenue

Account Title: Investment Income Revenue

Department Number: 31142 Account Number: 40500

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$241	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0	$0		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Committee estimate

**See shellfish license list for background to prepare budgted estimate*

Other Revenue

	FY24 Budget	FY25 Budget	FY25 Forecast	FY26 Dept	CM	Council
35101-40250	$40,000	$40,000	$0	$0	$0	$0
35102-40245	$0	$0	$0	$0	$0	$0
35102-40246	$0	$0	$0	$0	$0	$0
35102-40247	$0	$0	$0	$0	$0	$0
35102-40248	$0	$0	$0	$0	$0	$0
35102-40249	$3,949,000	$3,949,000	$3,949,000	$3,949,000	$3,949,000	$3,949,000
35102-40251	$4,000	$4,000	$0	$4,000	$4,000	$4,000
35102-40252	$0	$0	$0	$0	$0	$0
35102-40253	$26,000	$26,000	$0	$26,000	$26,000	$26,000
35102-40254	$0	$0	$0	$0	$0	$0
35102-40256	$600	$600	$0	$600	$600	$600
35102-40801	$275,000	$275,000	$0	$275,000	$275,000	$275,000
35103-40255	$44,950	$44,950	$0	$44,950	$44,950	$44,950
35103-40257	$0	$0	$0	$0	$0	$0
	$4,339,550	$4,339,550	$3,949,000	$4,299,550	$4,299,550	$4,299,550
		0.00%		-0.92%	-0.92%	-0.92%

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Operations

Account Title: Inflow & Infiltration Fee Rev

Department Number: 35101 Account Number: 40250

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$193,793	$40,000	$113,823	$40,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

This revenue line item is associated with the City's old sewer permit fees. Our City Ordinance requires **all** sewer permit fees be held in a separate revenue account and used **exclusively** for capital improvement projects (**not** partially deducted for annual operating budgets).

Engineering is finalizing a new, single revenue line item with Finance (Gerry Matherne) for all new sewer permits moving forward. Past sewer permit fees should be moved/journaled to this new revenue code.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Operations

Account Title: Septic Sludge Disposal Fee Rev

Department Number: 35102 Account Number: 40245

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Operations

Account Title: Sewer Inspection Fee Revenue

Department Number: 35102 Account Number: 40246

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$1,360	$1,000	$10,067	$1,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

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Engineering is finalizing a new, single revenue line item with Finance (Gerry Matherne) for all new sewer permits moving forward. Past sewer permit fees should be moved/journaled to this new revenue code.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Operations

Account Title: Sewer Hook-up Fee Revenue

Department Number: 35102 Account Number: 40247

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$33,400	$4,300	$15,500	$25,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

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Engineering is finalizing a new, single revenue line item with Finance (Gerry Matherne) for all new sewer permits moving forward. Past sewer permit fees should be moved/journaled to this new revenue code.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Operations

Account Title: Sewer Capacity App Fee Rev

Department Number: 35102 Account Number: 40248

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$4,800	$2,000	$5,600	$3,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

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Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Operations

Account Title: Sewer User Fee Revenue

Department Number: 35102 Account Number: 40249

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$3,510,939	$3,949,000	$4,077,320	$4,171,450	$4,000,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$3,949,000.00	$3,949,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Placeholder pending review

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Operations

Account Title: Sewer Lien Fee Revenue

Department Number: 35102 Account Number: 40251

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$4,877	$4,800	$6,795	$4,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$4,000.00	$4,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Operations

Account Title: Sewer Quit Claim Fee Rev

Department Number: 35102 Account Number: 40252

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Operations

Account Title: Sewer Current Interest Rev

Department Number: 35102 Account Number: 40253

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$21,613	$26,000	$24,422	$26,000	$25,400

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$26,000.00	$26,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

35102-40253

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Operations

Account Title: Sewer Pump Station Fee Rev

Department Number: 35102 Account Number: 40254

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$75,612	$17,500	$27,193	$30,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

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Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Operations

Account Title: Sewer Submeter Sales Rev

Department Number: 35102 Account Number: 40256

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$162	$700	$299	$600	$295

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$600.00	$600.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Operations

Account Title: Transfer in from Other Funds

Department Number: 35102 Account Number: 40801

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$350,000	$0	$275,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$275,000.00	$275,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Ind Pretreat Program

Account Title: Industrial Pretreatment Rev

Department Number: 35103 Account Number: 40255

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$39,132	$43,700	$10,122	$45,548	$40,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$44,950.00	$44,950.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Revenue reflects budgeted amount. Revenue will be adjusted to match actual expenditure.

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Sewer Ind Pretreat Program

Account Title: FOG Registration Fee Rev.

Department Number: 35103 Account Number: 40257

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fats, Oils & Grease (FOG) fee only collected if a facility fails to register.

Fiscal Year 2026
Mooring Fund Revenue Workbook

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Mooring Fees

Account Title: Mooring Fee Revenue

Department Number: 31102 Account Number: 40240

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$27,450	$26,500	$36,975	$39,000	$27,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$39,000.00	$39,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Committee Recommendations

Description	Unit	Cost	Subtotal
Moorings	212	$180.00	$38,160.00
Late Fees	10	$50.00	$500.00
Wait List Fees	34	$10.00	$340.00
			$39,000.00

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Mooring Fees

Account Title: Investment Income Revenue

Department Number: 31102 Account Number: 40500

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$1,848	$1,000	$0	$2,600	$1,700

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$2,600.00	$2,600.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Committee Recommendation

Fund Balance (est)	Interest Rate	Subtotal
$130,000.00	2%	$2,600.00

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Mooring Fees

Account Title: Transfer in from Other Funds

Department Number: 31102 Account Number: 40801

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$15,000	$0	$15,000	$15,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$15,000.00	$15,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

From GF

Fiscal Year 2026
Revenue Estimates

March 27, 2025 Department: Mooring Fees

Account Title: Use of Fund Balance-non-CityGF

Department Number: 31102 Account Number: 41199

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 EOY Forecast
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Airport Revenue

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Airport Operations

Account Title: Aircraft Excise Tax Revenue

Department Number: 31132 Account Number: 40123

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 Forecast EOY
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Volunteer payment (estimate)

In FY21 all payments received came early in the year (August and September). Nothing was received in FY22, and so far nothing has been received in FY23. Since this is a voluntary payment, I suggest that we should not anticipate any revenue for FY24 and call it a win if we do end up receiving anything.

Finance number. City sent out bills.

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Airport Operations

Account Title: Airport Storage/Tiedowns Rev

Department Number: 31132 Account Number: 40243

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 Forecast EOY
$8,458	$14,000	$10,217	$30,000	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$30,000.00	$30,000.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Hangar
Tie downs
Vacancy of hangar

Revenue increase by $18k when current tenent lease is approved.
Took in over 12k in tie downs FY 24

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Airport Operations

Account Title: State DOT Project Revenue

Department Number: 31132 Account Number: 40419

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 Forecast EOY
$0	$20,000	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

DOT Grant to cover 5% of $400,000 unit

The federal portion of this grant was budgeted in FY23; however, the State DOT portion was not. Budgeting the state 5% in FY24.

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Airport Operations

Account Title: Federal Share Grants Revenue

Department Number: 31132 Account Number: 40431

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 Forecast EOY
$0	$0	$0	$0	$525,000

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

West apron finished.

No other estimated federal revenue for FY24

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Airport Operations

Account Title: Investment Income Revenue

Department Number: 31132 Account Number: 40500

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 Forecast EOY
$0	$0	$0	$0	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Airport Operations

Account Title: Goods Sold Revenue

Department Number: 31132 Account Number: 40556

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 Forecast EOY
$4	$0	$0	$150	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$150.00	$150.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

coffee and soft drink sales,T shirts and coffee mugs. Putting macine back out when lease is sighned with Chive inc.

In the years when we have received any revenue in this account it has been de minimus at best. We reduced the estimate for FY23 in half, and have not received any revenue through March 7th. I recommend leaving this at zero.

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Airport Operations

Account Title: Airport Fuel Sales Rev

Department Number: 31132 Account Number: 40564

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 Forecast EOY
$70,120	$83,100	$93,745	$87,750	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$ 87,750	$ 87,750		$0

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

Bases on purchasing and selling 15,000 gallons with a mimum mark of $0.60/gallon we will make a $9,000 profit. This is based on the cost of fuel being in the $5.25/gallon range. Also depending on when we need to purchase fuel we could end up with product in the tank with unearned sales.

Est. Fuel Purchase (Gal) from 31132-60411		15,000
Purchase Rate	$	5.25
Fuel Expense	$	78,750.00
Est. Fuel Sales (Gal)		15,000
Mark-Up	$	0.60
Pump Rate w/ Mark-up	$	5.85
Gross Fuel Revenue	$	87,750
Net Profit	$	9,000.00

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Airport Operations

Account Title: Rental Car Rebates

Department Number: 31132 Account Number: 40570

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 Forecast EOY
$0	$0	$0	$150	$0

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$150.00	$150.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

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In the years when we have received any revenue in this account it has been de minimus at best. We reduced the estimate for FY23 in half, and have not received any revenue through March 7th. I recommend leaving this at zero.

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Airport Reimburseable Improve

Account Title: State DOT Project Revenue

Department Number: 31240 Account Number: 40419

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 Forecast EOY
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

West Apron some covered under 31132-40419 and 31137

Fiscal Year 2026
Revenue Estimates

April 3, 2025 Department: Airport Reimburseable Improve

Account Title: Federal Share Grants Revenue

Department Number: 31240 Account Number: 40431

FY2023 Actual	FY2024 Budget	FY2024 Actual	FY2025 Budget	FY2025 Forecast EOY
$0	$0	$0	$0	

FY2026 Budget	Department Estimate	City Mgr Recommendation	Council Action	Increase (Decrease)
	$0.00	$0.00		$0.00

Support for Budget Request: Provide justification for the budget request using as much detail as possible to support it. Examples of acceptable support include unit costs, quantity estimates, price quotes, etc. Requests based solely on a percentage increase above the previous budget will not be accepted. Use additional sheets if necessary.

City portion 10%

West Apron some covered under 31132-40431

CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Adopted: March 1, 2018

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 01 day of JULY 20 18, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and MARCEL BERTRAND, with a mailing address of 368 BOOM RD., SACO, ME 04072, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 10,960 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any non-aeronautical business, for residential or non-aeronautical commercial use, or for non-aeronautical storage or non-aeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**. **TENANT** may make a written request to perform FBO services, during the Lease term provided, that the Lease is not in default. The **CITY** shall have sole discretion to accept or reject **TENANT's** request. If the City grants **TENANT** request that it conduct FBO service(s), **TENANT shall** provide such service at its own cost and expense and shall comply will all applicable conditions imposed by the City including the Minimum Standards and Rules and Regulations and policies in effect on the date of this Agreement, as may be later amended or revised, and all applicable Federal, State and Local

laws and regulations. **TENANT** recognizes and agrees the **CITY** may revoke such consent at its sole discretion.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall be effective as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term ending on June 30, 2028

3.1.2 **TENANT** shall pay annual rent to the **CITY** during the Term of this Lease as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to any applicable rent increase as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent; based on the square footage of the Leased Premises, as shown on Exhibit A, multiplied by the per square foot rate of __$0.1429__ determined at the time of the execution of this Agreement; for the fixed rent amount of __$1,566.18____.

4.1.2 Rent increases. Beginning on the first day of July 2019, and annually thereafter, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers (CPI-U), all items (1982-84 = 100) for the U.S. City Average (Table 10, Northeast Urban areas, Size A – more than 1,500,000), June to June, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in August of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before September 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen percent (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction

or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and

workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair

and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and

TENANT shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY,** would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or

proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 **TENANT**'s Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee

or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all subleases of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder. Additionally, all approved transferees, subleases or assignees shall be required to register their aircraft as "based" at the Biddeford Municipal Airport (B19) if such aircraft will be located

at the Biddeford Municipal Airport for a cumulative period of One Hundred and Eighty (180) days or more, within any twelve month period.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13, for the first 30 days or until a new lease is signed, whichever occurs first. The new owner(s), will be required to enter into a new Lease Agreement with the City for the leased premises within the first 30 days of taking ownership.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of

the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:

_____

_____

_____

_____

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be

prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

By:
Airport Manager
Kristopher Reynolds

CITY OF BIDDEFORD, MAINE

By: James A. Bennett
City Manager

TENANT

By:

By: 8/20/18

City of Biddeford, Maine

205 Main St. P.O. Box 586, Biddeford, Maine 04005

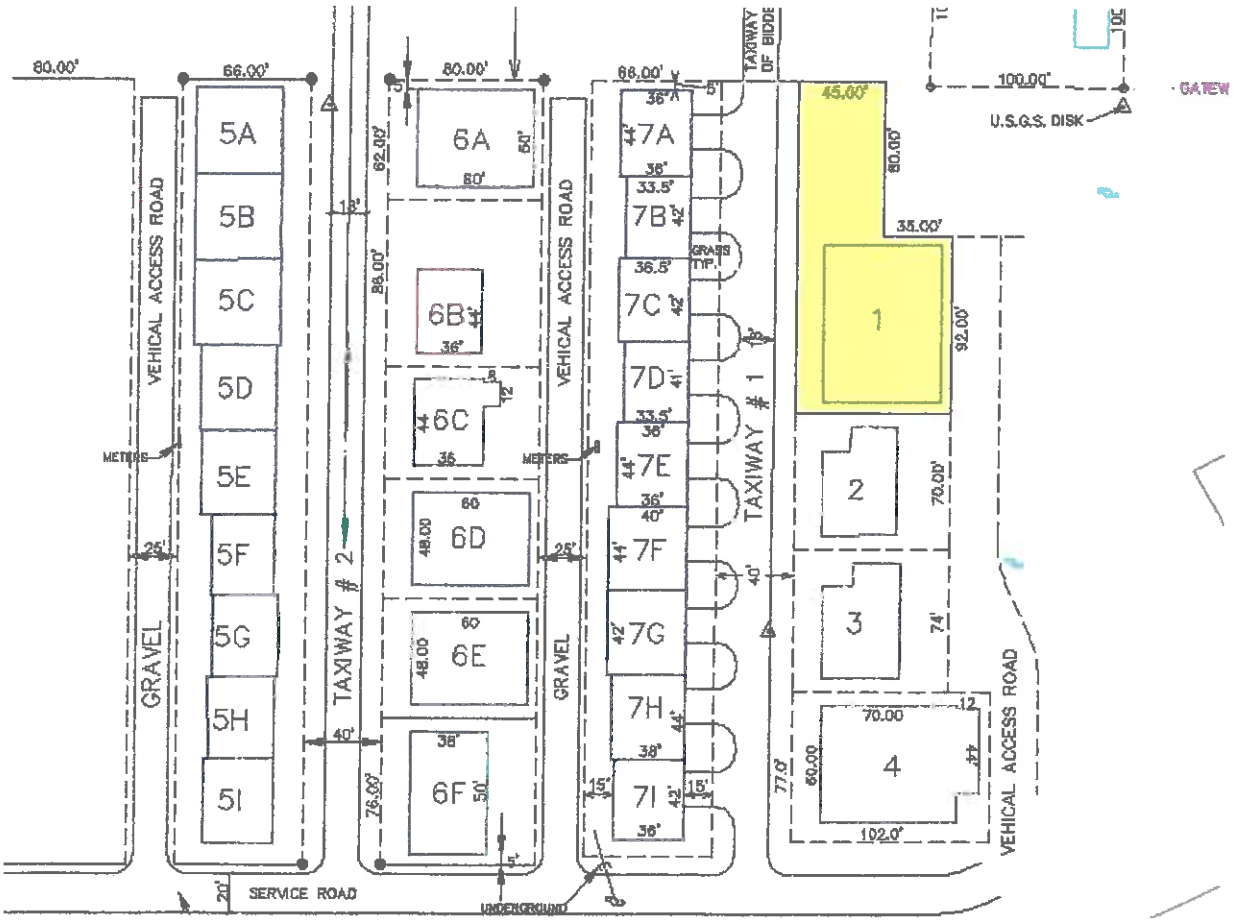
Exhibit A

Hangar 105 / Lot 1

Property Location: 87 Landry Street #105, Biddeford, Maine 04005

Lot Size:

10,960 sq. ft.



Hangar #2
Map/Lot #3/58/82
951-2887 cell

CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires on
October 15, 2024

Adopted: February 3, 2009

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and

enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be

Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY**. This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have

conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 **TENANT**'s Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war,

fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:
Joel Keller
176 Fountain St.
Bangor, ME 04401

or such place as either party shall designate in writing.

shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

A. Curtis Koehler #5

CITY OF BIDDEFORD, MAINE

By:
Its City Manager

TENANT

Joel Keller

By: Joel Keller

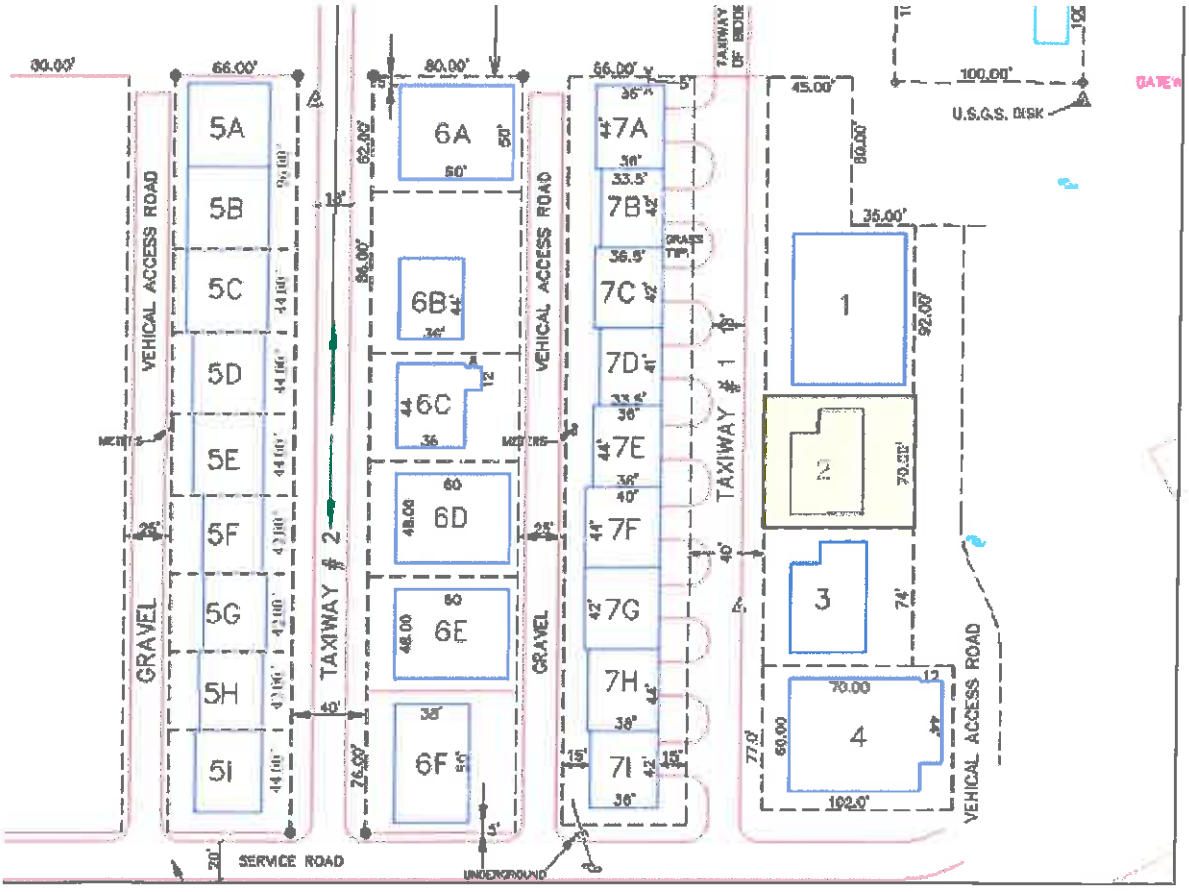
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger Lot #2

70' x 80' = 5,600 sq. ft.



SMITH ELLIOTT SMITH & GARMEY
ATTORNEYS

RANDALL E. SMITH
CHARLES W. SMITH JR.
TERRENCE D. GARMEY
PETER W. SCHROETER
WILLIAM S. KANY
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September 11, 2008

HAND DELIVERED

John Bubier, City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

RE: Marcel Bertrand/Purchase of Airplane Hangar

Dear John:

As we discussed, enclosed is the Assignment and Assumption of Lease regarding the hangar transfer to Marcel Bertrand together with your letter to Biddeford Savings Bank. Please sign the two documents were indicated. Marcel Bertrand will pick up the documents at your office Friday morning.

Please give me a call on my cell phone if you have any questions.

Sincerely,

Keith R. Jacques

KRJ/cem
Enc.

Lease Expires on
June 30, 2024

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CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Adopted: February 3, 2009

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 19th day of February 2014, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and Marcel Bertrand, with a mailing address of 368 Boom Rd Saco, ME 04072, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 5920 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2014, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of $793.28 for the period from the July 1, 2014 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2014.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and

permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations

enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be

committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the

Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the

Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no

further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY**. The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have

provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the

conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 **TENANT**'s Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war,

earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by CITY. In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by TENANT. In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings,

fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY**'s option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing

and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:
Marcel Bertrand
368 Boom Rd
Saco, ME 04072

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

_____

CITY OF BIDDEFORD, MAINE

_____

By:
Its City Manager

TENANT

_____

By: Marcel Bertrand

2-25-14

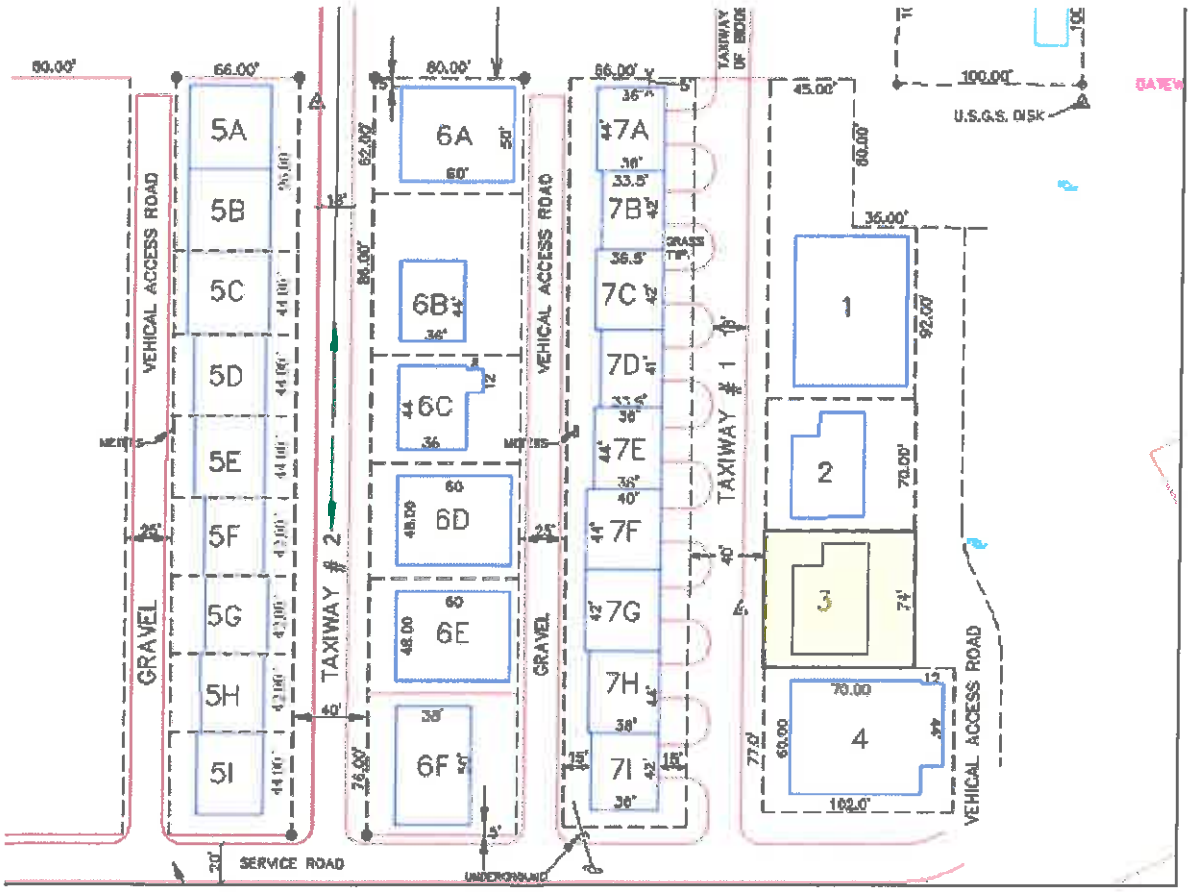
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger Lot #3

74' x 80' = 5,920 sq. ft.



ASSIGNMENT & ASSUMPTION AGREEMENT

THIS ASSIGNMENT & ASSUMPTION AGREEMENT is entered into this 12th day of September, 2008 by DAVID B. JONES, of Punta Gorda, Florida, (hereinafter referred to as "Assignor"), CITY OF BIDDEFORD, a municipal corporation with a place of business in Biddeford, County of York and State of Maine, (hereinafter referred to as "Landlord"), and MARCEL R. BERTRAND, of Saco, County of York and State of Maine, (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Landlord is the owner of certain real estate located at 87 Landry Street #101, Biddeford, York County, Maine, (the "Property"); and

WHEREAS, Assignor, is the Tenant in a Lease between the City of Biddeford and Assignor with an effective date of July 23, 2003, (the "Lease"); and

WHEREAS, the Assignor is desirous of transferring the rights and obligations under the Lease and Assignee is willing to accept the transfer of those rights and obligations; and

WHEREAS, Landlord is willing to consent to the assignment of the rights under the Lease by Assignor to Assignee.

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

1. Assignor hereby assigns to Assignee all his right, title and interest under said Lease to Assignee.

2. Assignee hereby agrees to assume all rights and obligations of Assignor under the Lease.

3. Landlord hereby consents to this Assignment and Assumption.

4. Assignee hereby agrees to cooperate with the Landlord to sign an updated Airport Land Lease and Rights Agreement related to the Property as long as said new Lease has the same financial terms and conditions, the same lease term and is generally consistent with the existing Lease.

5. The parties hereto agree that the terms and conditions of this agreement shall be construed as a Maine contract and shall be binding on the parties hereto, their respective personal representatives, administrators, successors, heirs and assigns and any prior oral or written agreements relative to the issues addressed in this document not otherwise incorporated herein shall be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first noted above.

Assignor:

Witness — 9-12-08 Date — David B. Jones

City of Biddeford, Landlord

Witness — 9/12/08 Date — By: John D. Bubier, Its City Manager

Assignee:

Witness — 9/12/08 Date — Marcel R. Bertrand

PENDING00005793

CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires on
June 30, 2024

Adopted: February 3, 2009

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 19th , day of February19th, 2014, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and Paul B. Lariviere, with a mailing address of 517 Pool Rd. Biddeford, ME 04005, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 6800 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2014, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of $911.20 for the period from the July 1, 2014 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2014.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and

permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations

enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT**, upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be

committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the

Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the

Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY's** roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT's** improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no

further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have

provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the

conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war,

earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings,

fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing

and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:
Paul B. Lariviere
517 Pool Rd.
Biddeford, ME 04005

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

A. Curtis Kochler III

CITY OF BIDDEFORD, MAINE

By:
Its City Manager

TENANT

A. Curtis Kochler III

By: Paul Lariviere

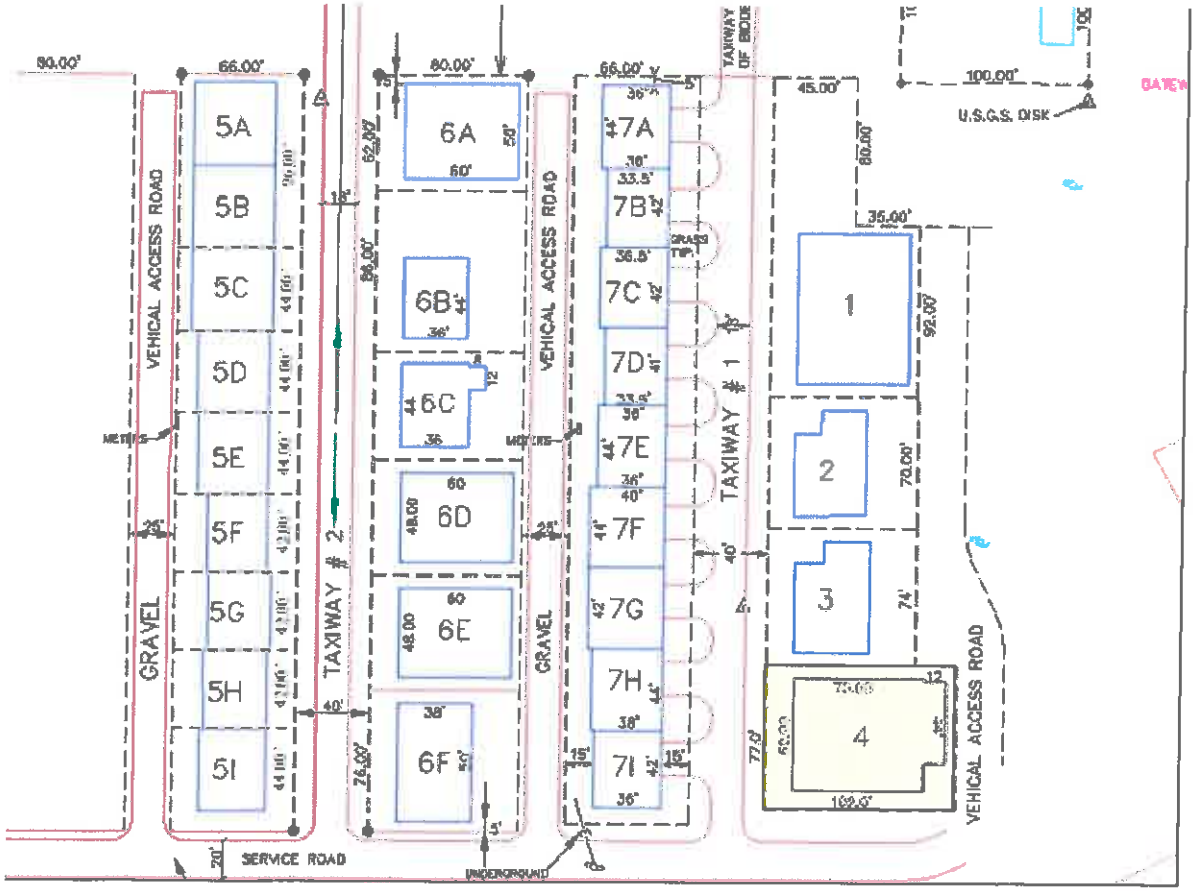
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger Lot #4

77' x 102' = 7,854 sq. ft.



CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires on
June 12, 2022

Revised: 2/1/2007

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 12th day of June 2012, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), Eldon L Morrison and Ward Hand, DEW LLC (the "**TENANT**"), with a mailing address of…

30 Bonney Street
PO Box B
Freeport ME 04032

W I T N E S S E T H:

WHEREAS, CITY owns controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 6,138 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Airport Compliance Handbook, the "Minimum Standards for the Lease and/or Use of the Property and Facilities for Aeronautical Activities" for the Biddeford Municipal Airport (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease. No subleasing or assignment shall be permitted without the prior written consent of the **CITY**. Any future aeronautical use which is proposed by **TENANT** at the site shall be undertaken only if the **CITY** issues a permit therefore under the Minimum Standards, and the conduct of any such permitted use shall be subject to all applicable rules, regulation, approvals, Minimum Standards and the terms of this Lease Agreement.

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character thereof to the Airport Commission, subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the City Manager to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or commercial use, or for nonaeronautical storage or nonaeronautical activities.

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later be amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement, except that the prorated annual Rent shall be double the amount due on the first day of the last year of the term of the Lease.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of $797.94 for the period from the Lease Commencement date through the following June 30.

4.1.2 Rent increases. Beginning on the first day of March following the Rent Commencement Date, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent.

4.1.3. The fixed annual rent as adjusted pursuant to Subsection 4.1.2 above shall be due on or before July 1 of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.4 TIME AND PLACE OF PAYMENTS

4.4.1 The foregoing rent shall be payable, on or before July 1 of each year, at the office of the Airport Manager, Biddeford Municipal Airport, or such other place as the **CITY** may direct in writing from time to time.

4.4.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.5 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid ten (10) days after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a daily basis, using thirty (30) days in the month for purposes of

calculating the daily rate. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hanger has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Airport Commission, which approval shall not be unreasonably withheld or delayed. The Airport Commission's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Airport Commission's review, subject to final approval of the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY,** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing of FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Airport Commission. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Airport Commission for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and

associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Airport Commission, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Airport Commission, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Airport Commission's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local Act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal security or certification requirements which relate to their operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Airport Commission, which shall not be unreasonably withheld or delayed, and shall

comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse which results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Leased Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. Except in the case of a threat to public health or safety as determined by the **CITY**, in which case **CITY** may proceed immediately, prior to such undertaking or payment, **CITY** shall provide **TENANT** with written notice of such failure to meet such obligations or to pay such costs, and shall provide **TENANT** with thirty (30) days from the date of such notice to undertake such obligation and proceed diligently to complete it, or to pay such cost. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect same for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following twenty four (24) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Commission or Airport Manager determines such entry is necessary for public safety or security reasons. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such

inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of **CITY.**

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.7.2 Nothing in this Section 5.7 is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the Premises.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and **CITY** Governments (including but not limited to Airport Rules and Regulations, Airport Minimum Standards, Airport Storm Water Pollution Prevention Plan, Airport Security Plan and Regulations, Airfield Regulations, Development Maintenance Standards, and the Airport Compliance Handbook), as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall not make any use of the Premises which is improper, offensive or contrary to any law or ordinance, nor to permit any act or thing to be done which shall constitute a nuisance or which may make void or voidable any insurance on the Premises or the buildings or improvements thereon.

5.8.3 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances which may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other

remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against and in respect of any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT**; or (d) claims resulting from any act or omission of **TENANT** in violation of any federal, state or local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT**, as used in this Section 5.9, shall mean and include the named **TENANT**, or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 HAZARD LIGHTS

TENANT shall, at its expense, provide and maintain hazard lights on any structure erected by

TENANT on the Leased Premises, if required by **CITY** or FAA regulations. Any hazard lights so required shall comply with the specifications and standards established for such installations by the FAA.

5.11 OTHER RESTRICTIONS

TENANT shall not, and shall not permit any person, to use the Premises in such a manner as to create electrical interference with navigational signals or radio communication between the Airport and aircraft, make it difficult for pilots to distinguish between Airport lights and other lights, result in glare in the eyes of pilots using the Airport, impair visibility in the vicinity of the Airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff, or maneuvering of aircraft using the airport.

5.12 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

5.13 AIRPORT ZONE HEIGHT LIMITATIONS

TENANT shall comply with all applicable zone height limitations in its operations hereunder, including but not limited to 14 CFR Federal Aviation Regulation, Part 77, or any successor law or regulation, and shall not, nor permit any person to, erect, alter or maintain any structure, or grow any vegetation in any zone to height in excess of the height limitations. **CITY** reserves the right to enter upon the Premises and to remove any such structure or vegetation, and charge the cost thereof to **TENANT** should **TENANT** fail to effect such removal promptly after written notice from the Airport Manager to do so. **TENANT** shall submit FAA Form 7460 Notice of Proposed Construction or Alteration to the FAA, with a copy to the Airport Manager, prior to erecting any possible obstruction on the Premises.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY's** roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT's** improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the **CITY** Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations

financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **"TENANT"** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** which would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against **CITY.**

8.1.4 This indemnity and hold harmless provision of this Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased

Premises, any portion thereof or any **CITY** property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure which is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the **CITY**.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the **CITY** may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance which **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least

thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by **CITY**.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Airport Commission and any applicable **CITY** planning authority.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each

party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT.**

ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER,** may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT;**

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with **TENANT**'s creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by **CITY;**

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY**. In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and such default shall not have been cured

during such thirty (30) day period by the **CITY.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event **CITY** rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require

removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the **CITY**.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13. 2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that

it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance

with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager or Airport Commission
Biddeford Airport
88 Landry Street
Biddeford, ME 04005

TENANT:
Eldon L Morrison and Ward Hand
DEW LLC
30 Bonney Street
PO Box B
Freeport ME 04032

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming Force Majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law. In the event of such invalid provision, there will be added to this Lease Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

CITY OF BIDDEFORD, MAINE

By:

TENANT

By: Eldon L Morrison
Managing Member

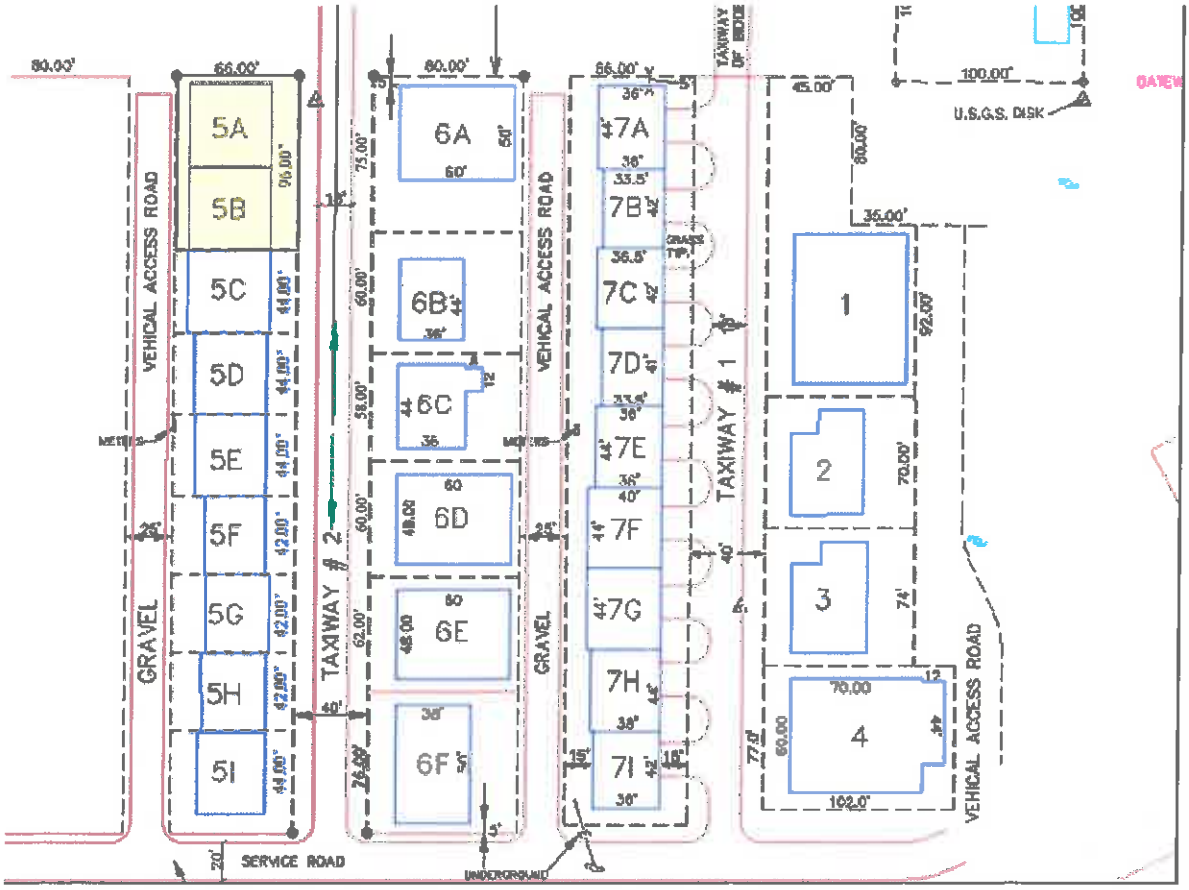
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 5A & 5B

93' x 66' = 6,138 sq. ft.



CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Adopted: March 1, 2018

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 01 day of JULY 20 18, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and ELDON MORRISON & WARD HAND, with a mailing address of P.O. BOX B, FREEPORT, ME 04032, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2,904 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any non-aeronautical business, for residential or non-aeronautical commercial use, or for non-aeronautical storage or non-aeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**. **TENANT** may make a written request to perform FBO services, during the Lease term provided, that the Lease is not in default. The **CITY** shall have sole discretion to accept or reject **TENANT's** request. If the City grants **TENANT** request that it conduct FBO service(s), **TENANT shall** provide such service at its own cost and expense and shall comply will all applicable conditions imposed by the City including the Minimum Standards and Rules and Regulations and policies in effect on the date of this Agreement, as may be later amended or revised, and all applicable Federal, State and Local

laws and regulations. **TENANT** recognizes and agrees the **CITY** may revoke such consent at its sole discretion.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall be effective as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term ending on June 30, 2028

3.1.2 **TENANT** shall pay annual rent to the **CITY** during the Term of this Lease as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to any applicable rent increase as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent; based on the square footage of the Leased Premises, as shown on Exhibit A, multiplied by the per square foot rate of $0.1429 determined at the time of the execution of this Agreement; for the fixed rent amount of $414.98.

4.1.2 Rent increases. Beginning on the first day of July 2019, and annually thereafter, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers (CPI-U), all items (1982-84 = 100) for the U.S. City Average (Table 10, Northeast Urban areas, Size A – more than 1,500,000), June to June, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in August of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to_renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before September 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen percent (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction

or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and

workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair

and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY,** without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and

TENANT shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY,** would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or

proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY, TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 **TENANT**'s Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee

or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all subleases of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder. Additionally, all approved transferees, subleases or assignees shall be required to register their aircraft as "based" at the Biddeford Municipal Airport (B19) if such aircraft will be located

at the Biddeford Municipal Airport for a cumulative period of One Hundred and Eighty (180) days or more, within any twelve month period.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13, for the first 30 days or until a new lease is signed, whichever occurs first. The new owner(s), will be required to enter into a new Lease Agreement with the City for the leased premises within the first 30 days of taking ownership.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of

the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:

_____

_____

_____

_____

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be

prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

By:
Airport Manager
Kristopher Reynolds

CITY OF BIDDEFORD, MAINE

By:
City Manager James A. Bennett

TENANT

By: Angela C. DeVasseur
To Both

DEW, LLC

By: Witness Witness
By Eldon L Morrison

City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

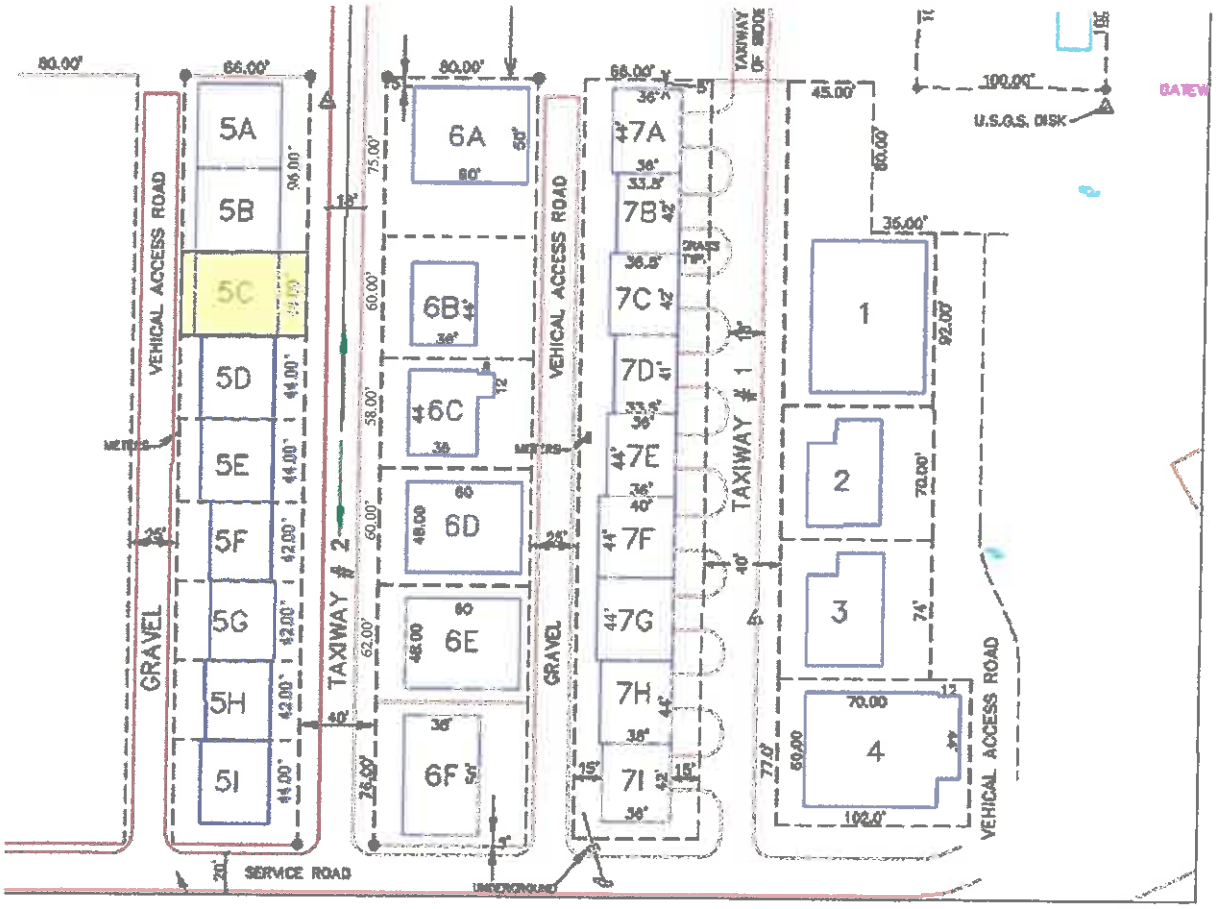
Exhibit A

Hangar 142 / Lot 5C

Property Location: 87 Landry Street #142, Biddeford, Maine 04005

Lot Size:

44' x 66' = 2,904 sq. ft.



5D

CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires on
June 30, 2024

Adopted: February 3, 2009

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 19th day of February 2014, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and

Steven & Louise Morris, with a mailing address of

82 Logan Circle East Waterboro, ME 04030, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2904 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2014, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of __$389.14___ for the period from the July 1, 2014 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2014.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and

permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations

enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be

committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the

Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the

Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no

further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have

provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the

conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 **TENANT**'s Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war,

earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings,

fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY**'s option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT,** and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing

and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:
Steve & Louise Morris
82 Logan Circle
East Waterboro, ME 04030

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

CITY OF BIDDEFORD, MAINE

By:
Its City Manager

TENANT

By: Steve & Louise Morris

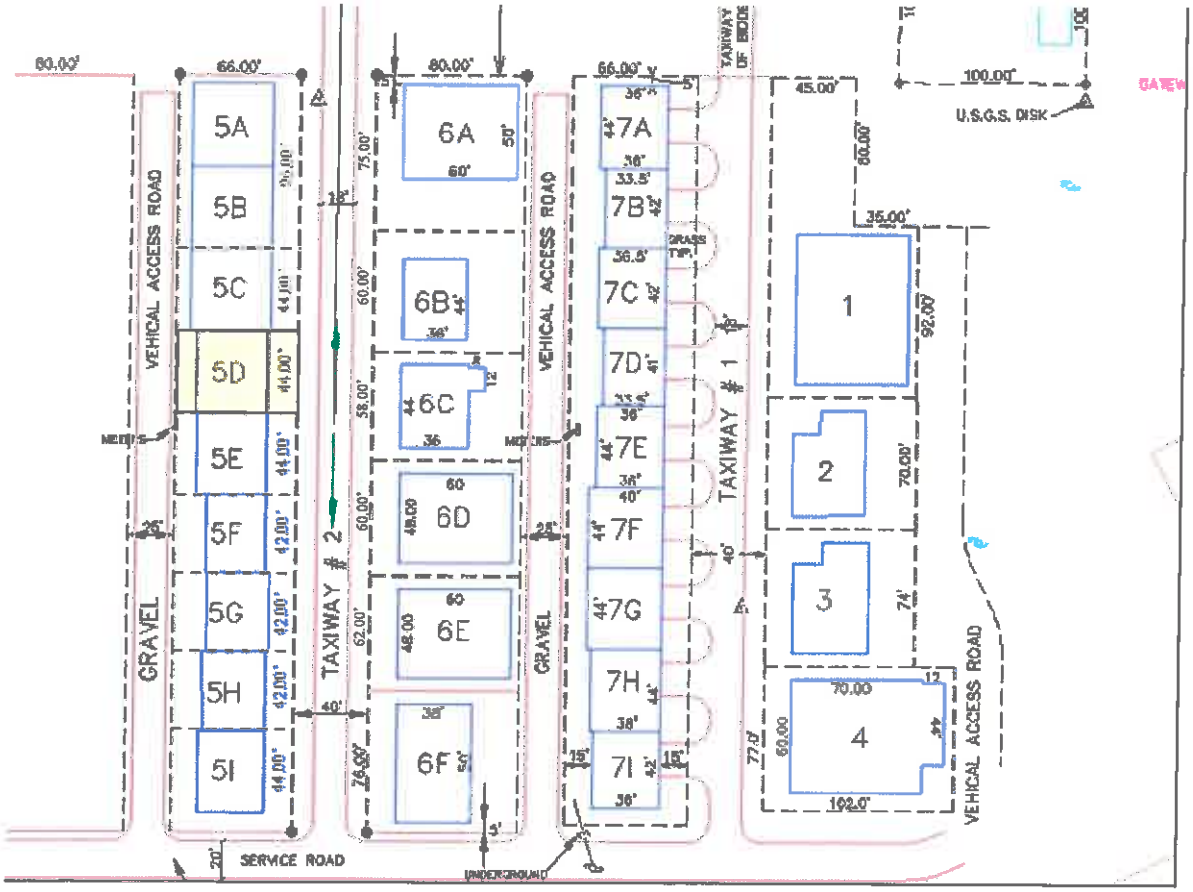
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 5D

44' x 66' = 2,904 sq. ft.



CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Adopted: March 1, 2018

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 01 day of JULY 20 18, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and ROGER A. CROSS, with a mailing address of 9 SWEET ST., ME 04073, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2,904 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any non-aeronautical business, for residential or non-aeronautical commercial use, or for non-aeronautical storage or non-aeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**. **TENANT** may make a written request to perform FBO services, during the Lease term provided, that the Lease is not in default. The **CITY** shall have sole discretion to accept or reject **TENANT's** request. If the City grants **TENANT** request that it conduct FBO service(s), **TENANT shall** provide such service at its own cost and expense and shall comply will all applicable conditions imposed by the City including the Minimum Standards and Rules and Regulations and policies in effect on the date of this Agreement, as may be later amended or revised, and all applicable Federal, State and Local

laws and regulations. **TENANT** recognizes and agrees the **CITY** may revoke such consent at its sole discretion.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall be effective as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term ending on June 30, 2028

3.1.2 **TENANT** shall pay annual rent to the **CITY** during the Term of this Lease as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to any applicable rent increase as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent; based on the square footage of the Leased Premises, as shown on Exhibit A, multiplied by the per square foot rate of $0.1429 determined at the time of the execution of this Agreement; for the fixed rent amount of $414.98.

4.1.2 Rent increases. Beginning on the first day of July 2019, and annually thereafter, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers (CPI-U), all items (1982-84 = 100) for the U.S. City Average (Table 10, Northeast Urban areas, Size A – more than 1,500,000), June to June, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in August of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before September 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen percent (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction

or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and

workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair

and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and

TENANT shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY,** would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or

proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY, TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee

or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all subleases of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder. Additionally, all approved transferees, subleases or assignees shall be required to register their aircraft as "based" at the Biddeford Municipal Airport (B19) if such aircraft will be located

at the Biddeford Municipal Airport for a cumulative period of One Hundred and Eighty (180) days or more, within any twelve month period.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13, for the first 30 days or until a new lease is signed, whichever occurs first. The new owner(s), will be required to enter into a new Lease Agreement with the City for the leased premises within the first 30 days of taking ownership.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of

the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:

_____

_____

_____

_____

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be

prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

By:
Airport Manager
Kristopher Reynolds

CITY OF BIDDEFORD, MAINE

By:
City Manager James A. Bennett

TENANT

By:

By: Roger A. Cross

City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

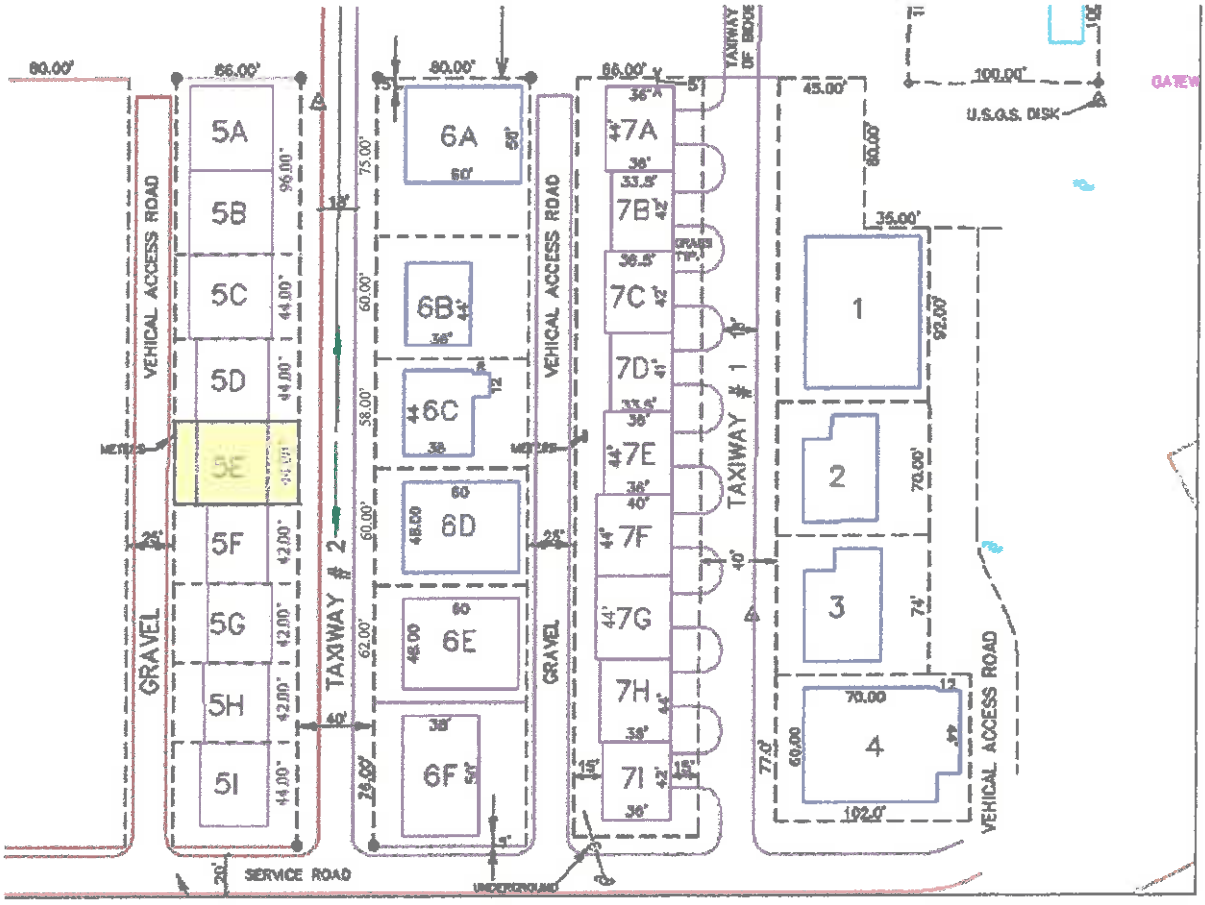
Exhibit A

Hangar 138 / Lot 5E

Property Location: 87 Landry Street #138, Biddeford, Maine 04005

Lot Size:

44' x 66' = 2,904 sq. ft.



5F

CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires on
June 30, 2024

Adopted: February 3, 2009

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 19th day of February 2014, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and

Lannie McGahey, with a mailing address of

316 North ST. Saco, ME 04072, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2772 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2014, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of __$371.45____ for the period from the July 1, 2014 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2014.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and

permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations

enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be

committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the

Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the

Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no

further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the CITY may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have

provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the

conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war,

earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings,

fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing

and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:
Lannie McGahey
316 North St
Saco, ME 04072

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

CITY OF BIDDEFORD, MAINE

By:
Its City Manager

TENANT

By: Lannie McGahey

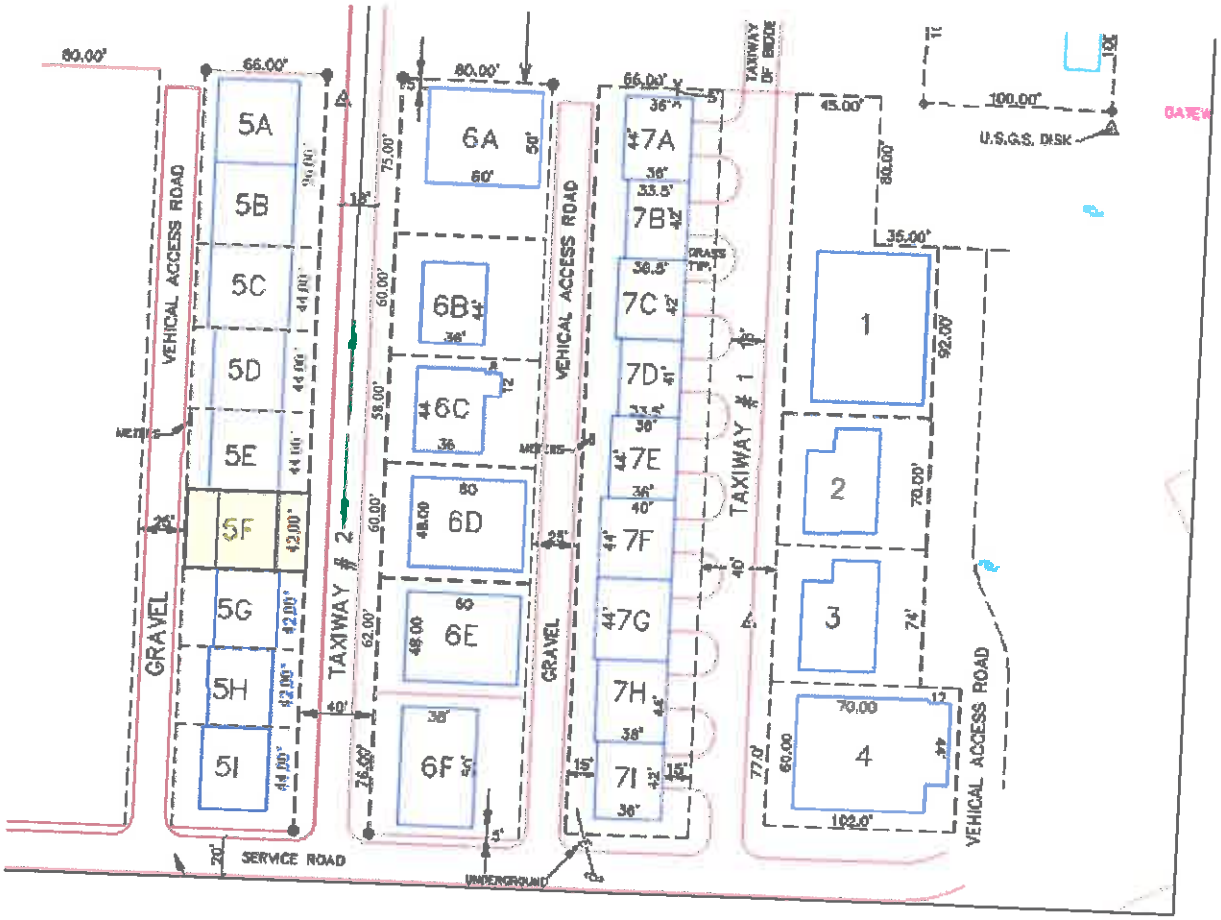
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 5F

42' x 66' = 2,772 sq. ft.



5G

CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires on
June 30, 2024

Adopted: February 3, 2009

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 18th day of February 2014, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and GAL-AIR, LLC, with a mailing address of PO Box 1601 Scarborough, ME 04070, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2772 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2014, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of $371.45 for the period from the July 1, 2014 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2014.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and

permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations

enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be

committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the

Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the

Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no

further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have

provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the

conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 **TENANT**'s Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war,

earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings,

fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing

and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:
GAL-AIR, LLC
PO Box 1601
Scarborough, ME 04070

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

CITY OF BIDDEFORD, MAINE

By:
Its City Manager

TENANT

By: Roland D. Belair

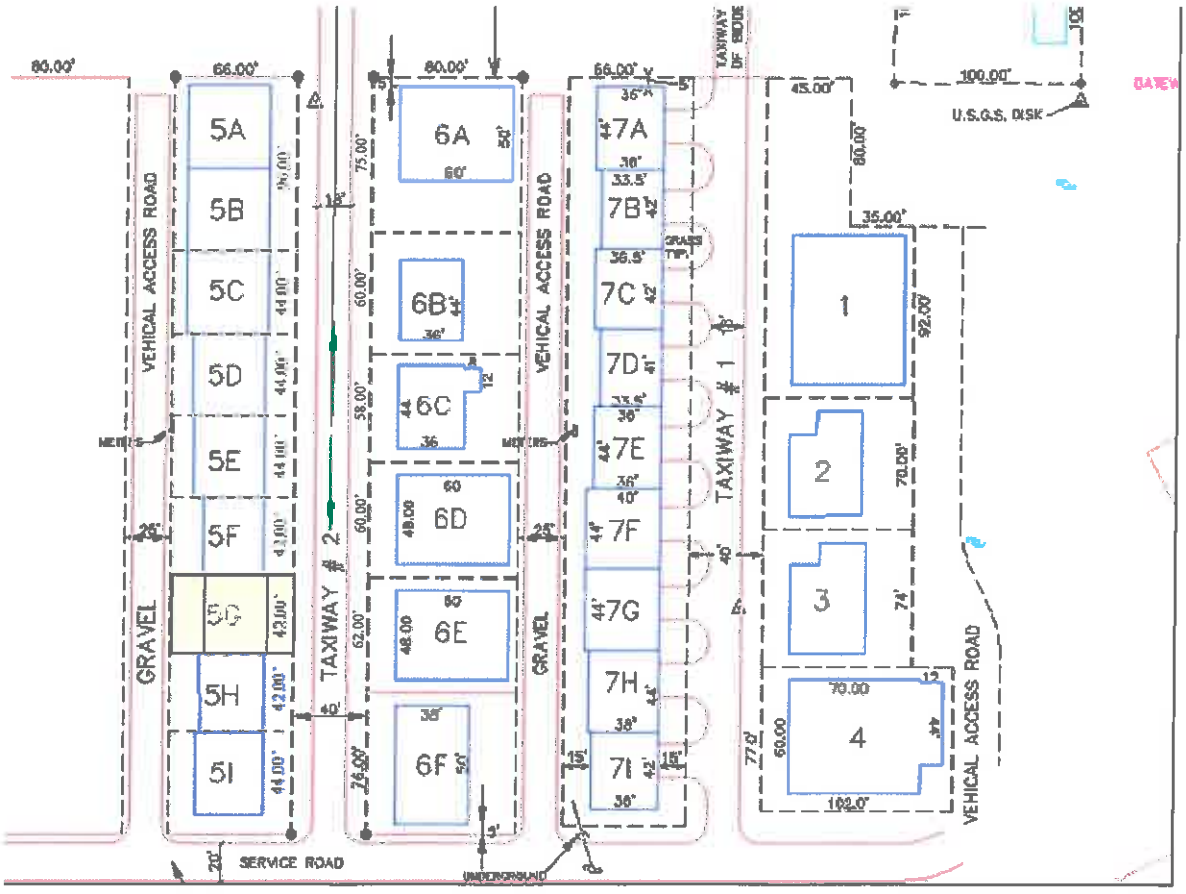
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 5G

42' x 66' = 2,772 sq. ft.



5H

CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires on
June 30, 2024

Adopted: February 3, 2009

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 19th day of February 2014, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and Alan E. Godburn with a mailing address of 66 High St., Unit 15 Kennebunk, ME 04043, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2772 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2014, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of __$371.45____ for the period from the July 1, 2014 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2014.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and

permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations

enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT**, upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be

committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the

Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the

Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no

further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have

provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the

conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war,

earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings,

fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT,** and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing

and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:
Alan E. Godburn
66 High ST., Unit 15
Kennebunk, ME 04043

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

_____

CITY OF BIDDEFORD, MAINE

_____

By:
Its City Manager

TENANT

_____

By: Alan E. Godburn

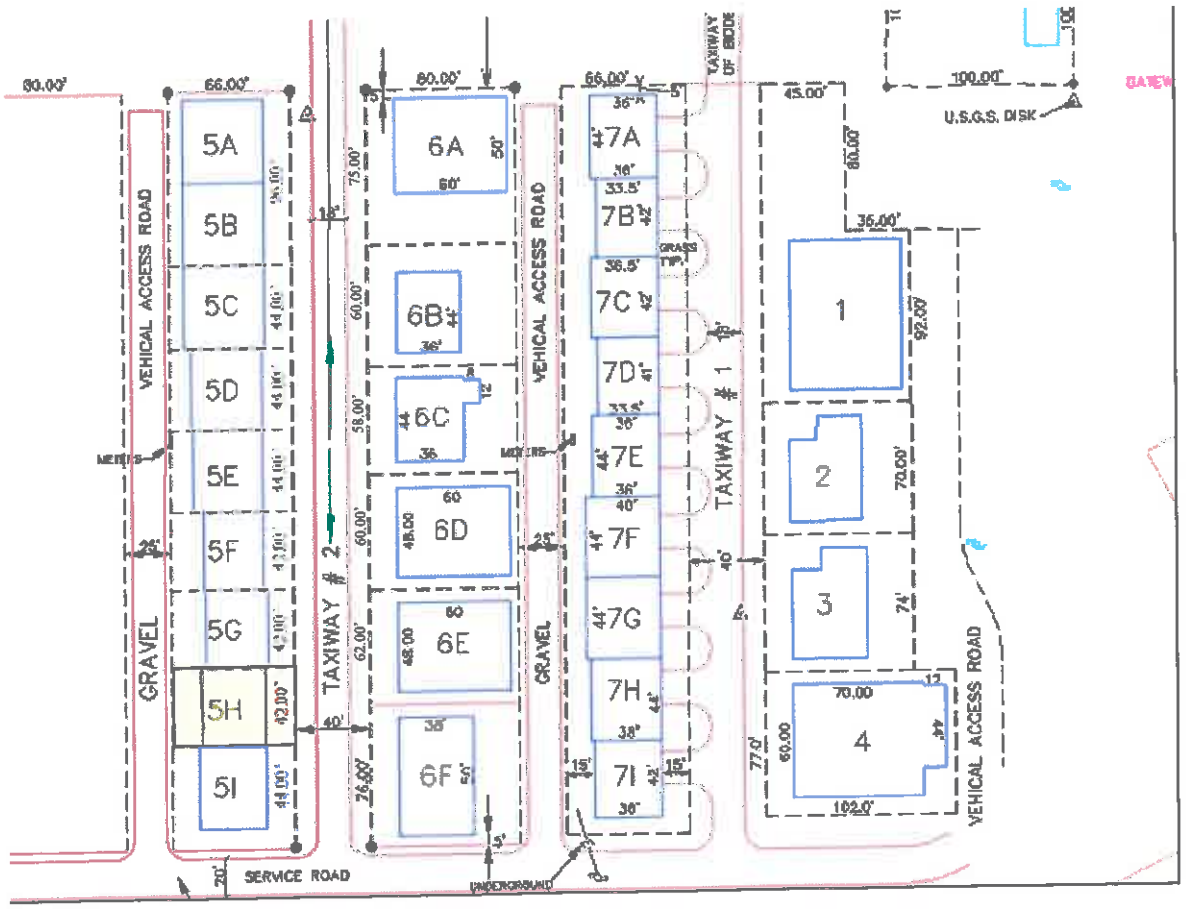
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 5H

42' x 66' = 2,772 sq. ft.



CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Adopted: March 1, 2018

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 01 day of JULY 20 18, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and RICHARD H. PATE, with a mailing address of 493 ELM ST., BIDDEFORD, ME 04005, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2,904 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any non-aeronautical business, for residential or non-aeronautical commercial use, or for non-aeronautical storage or non-aeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**. **TENANT** may make a written request to perform FBO services, during the Lease term provided, that the Lease is not in default. The **CITY** shall have sole discretion to accept or reject **TENANT's** request. If the City grants **TENANT** request that it conduct FBO service(s), **TENANT shall** provide such service at its own cost and expense and shall comply will all applicable conditions imposed by the City including the Minimum Standards and Rules and Regulations and policies in effect on the date of this Agreement, as may be later amended or revised, and all applicable Federal, State and Local

laws and regulations. **TENANT** recognizes and agrees the **CITY** may revoke such consent at its sole discretion.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall be effective as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term ending on June 30, 2028

3.1.2 **TENANT** shall pay annual rent to the **CITY** during the Term of this Lease as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to any applicable rent increase as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent; based on the square footage of the Leased Premises, as shown on Exhibit A, multiplied by the per square foot rate of $0.1429 determined at the time of the execution of this Agreement; for the fixed rent amount of $414.98.

4.1.2 Rent increases. Beginning on the first day of July 2019, and annually thereafter, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers (CPI-U), all items (1982-84 = 100) for the U.S. City Average (Table 10, Northeast Urban areas, Size A – more than 1,500,000), June to June, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in August of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before September 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen percent (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction

or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and

workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair

and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and

TENANT shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY,** would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or

proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 **TENANT**'s Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee

or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all subleases of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder. Additionally, all approved transferees, subleases or assignees shall be required to register their aircraft as "based" at the Biddeford Municipal Airport (B19) if such aircraft will be located

at the Biddeford Municipal Airport for a cumulative period of One Hundred and Eighty (180) days or more, within any twelve month period.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13, for the first 30 days or until a new lease is signed, whichever occurs first. The new owner(s), will be required to enter into a new Lease Agreement with the City for the leased premises within the first 30 days of taking ownership.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY's** demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of

the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:

_____
_____
_____
_____

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be

prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

By:
Airport Manager
Kristopher Reynolds

CITY OF BIDDEFORD, MAINE

By:
City Manager James A. Bennett

TENANT

By:
Richard H. Pate

By:

RICHARD H. PATE

City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

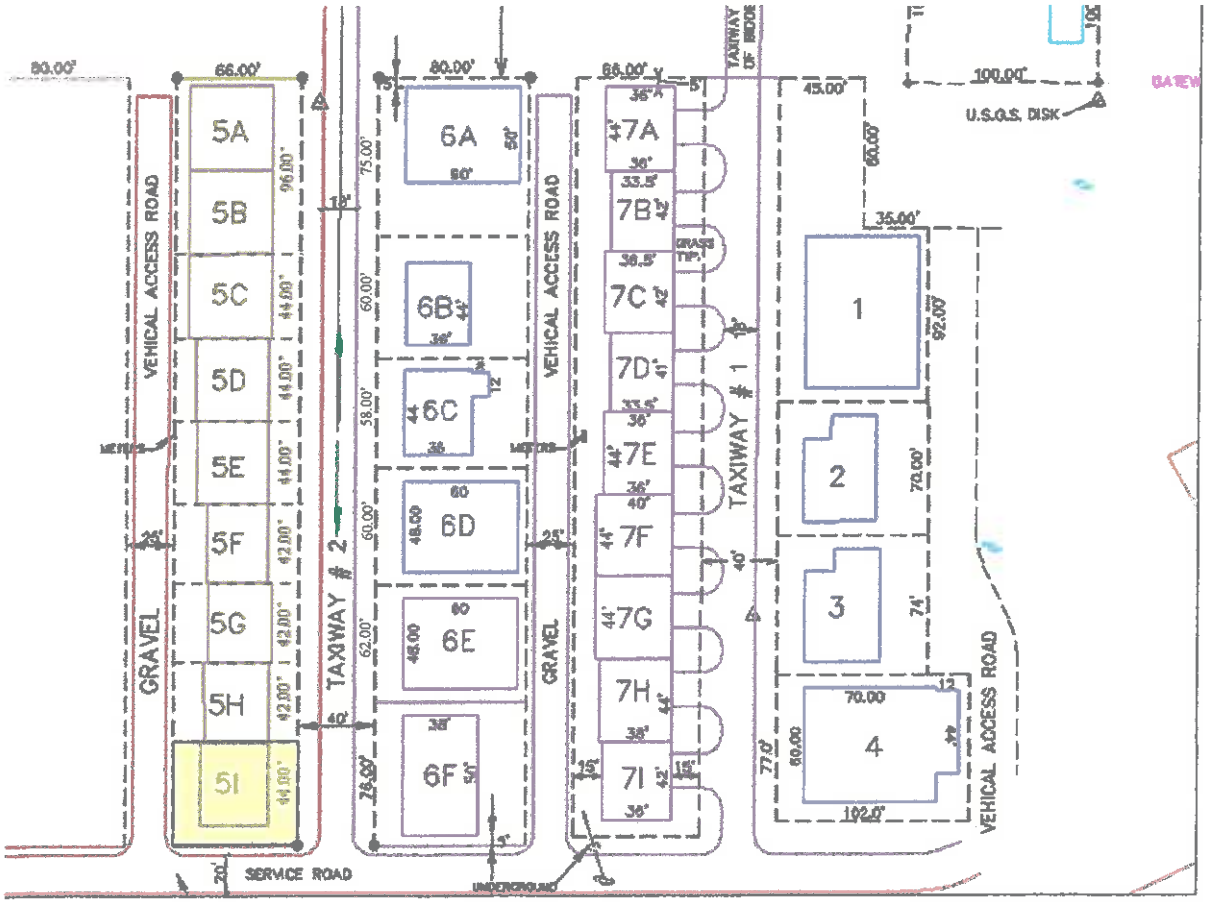
Exhibit A

Hangar 130 / Lot 5I

Property Location: 87 Landry Street #130, Biddeford, Maine 04005

Lot Size:

44' x 66' = 2,904 sq. ft.



CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Adopted: March 1, 2018

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 01 day of MAY 20 18, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and 43 NORTH LLC, with a mailing address of P.O. BOX 547, SCARBOROUGH, ME 04070, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 6,000 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any non-aeronautical business, for residential or non-aeronautical commercial use, or for non-aeronautical storage or non-aeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**. **TENANT** may make a written request to perform FBO services, during the Lease term provided, that the Lease is not in default. The **CITY** shall have sole discretion to accept or reject **TENANT's** request. If the City grants **TENANT** request that it conduct FBO service(s), **TENANT shall** provide such service at its own cost and expense and shall comply will all applicable conditions imposed by the City including the Minimum Standards and Rules and Regulations and policies in effect on the date of this Agreement, as may be later amended or revised, and all applicable Federal, State and Local

laws and regulations. **TENANT** recognizes and agrees the **CITY** may revoke such consent at its sole discretion.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall be effective as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term ending on June 30, 2033

3.1.2 **TENANT** shall pay annual rent to the **CITY** during the Term of this Lease as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to any applicable rent increase as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent; based on the square footage of the Leased Premises, as shown on Exhibit A, multiplied by the per square foot rate of $0.1389 determined at the time of the execution of this Agreement; for the fixed rent amount of $833.47 .

4.1.2 Rent increases. Beginning on the first day of July 2018, and annually thereafter, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers (CPI-U), all items (1982-84 = 100) for the U.S. City Average (Table 10, Northeast Urban areas, Size A – more than 1,500,000), June to June, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in August of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to_renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before September 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen percent (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction

or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and

workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair

and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

> (a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and

TENANT shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY,** would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or

proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY, TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 **TENANT**'s Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee

or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all subleases of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder. Additionally, all approved transferees, subleases or assignees shall be required to register their aircraft as "based" at the Biddeford Municipal Airport (B19) if such aircraft will be located

at the Biddeford Municipal Airport for a cumulative period of One Hundred and Eighty (180) days or more, within any twelve month period.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13, for the first 30 days or until a new lease is signed, whichever occurs first. The new owner(s), will be required to enter into a new Lease Agreement with the City for the leased premises within the first 30 days of taking ownership.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of

the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:

_____

_____

_____

_____

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be

prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

By:
Airport Manager
Kristopher Reynolds

CITY OF BIDDEFORD, MAINE

By:
City Manager James A. Bennett

TENANT

43 North LLC
By:
12-19-18

By: Manager

City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

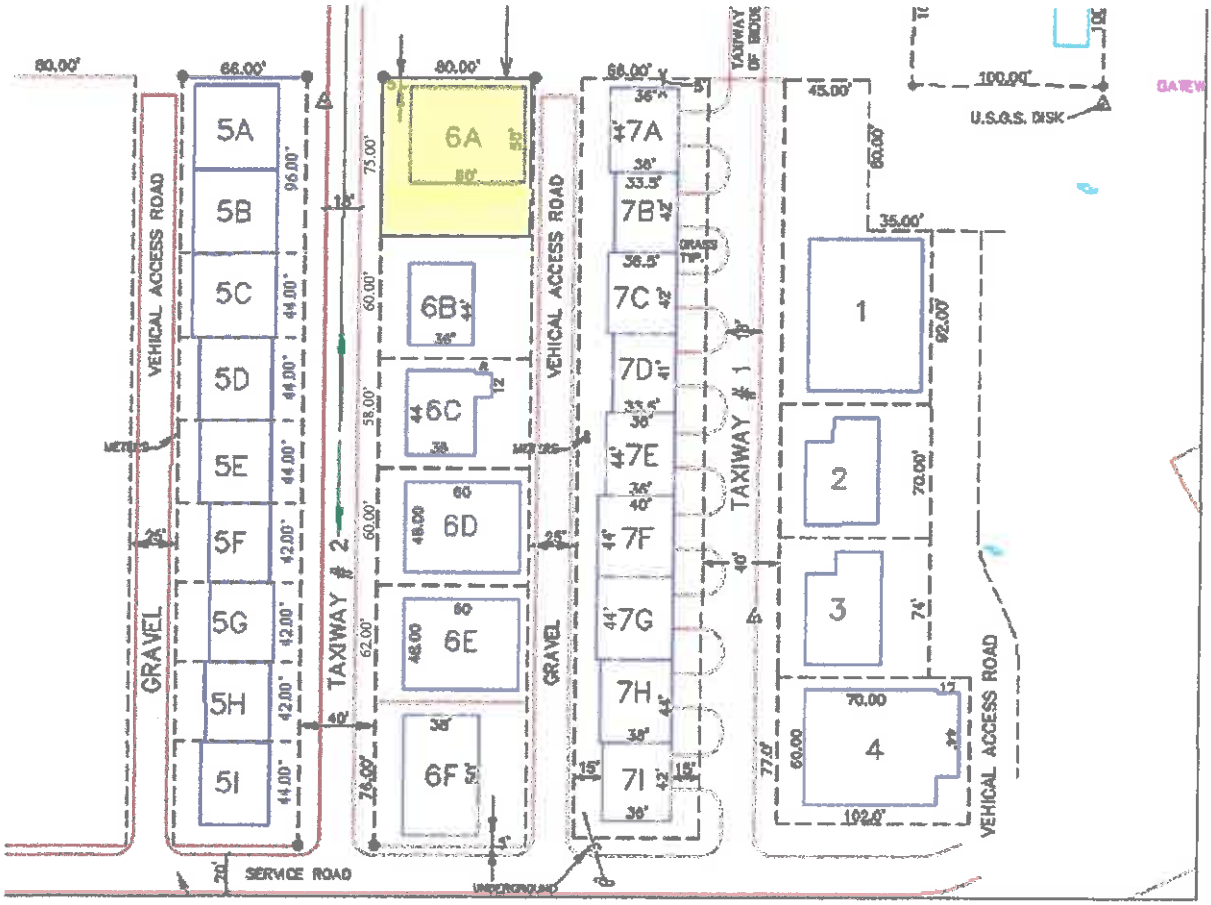
Exhibit A

Hangar 141 / Lot 6A

Property Location: 87 Landry Street #141, Biddeford, Maine 04005

Lot Size:

75' x 80' = 6,000 sq. ft.



CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires on
November 22, 2025

Adopted: February 3, 2009

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 23rd day of November 2015, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and Donald P. Saucier, with a mailing address of 1 Saucier Lane, Old Orchard Beach, Maine 04064, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 4,800 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however,

that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 5, 2015, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of $643.20 for the period from the July 1, 2015 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2015.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to

time.

4.3.2 TENANT shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the TENANT is required to pay hereunder (whether as rental or otherwise) to CITY and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the CITY generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by TENANT will be without cost or expense to CITY and all rent payable hereunder shall be net to the CITY. It shall be the sole responsibility of TENANT to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at TENANT's sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, TENANT shall design and construct, at TENANT's own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. TENANT's proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. TENANT shall pay for and obtain all required Federal, State, County and CITY permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable CITY ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 TENANT shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event TENANT is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining

all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or

exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT's** storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY's** demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT**, upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or

substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT**; or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT**, as used in this Section 5.9, shall mean and include the named **TENANT**, or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and

any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY**. The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to

arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY**. This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the CITY may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the CITY prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent

hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT**;

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY**. In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY**, and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT**. In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT**, and such default shall not have been cured during such thirty (30) day period by the **TENANT**. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY**. **TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer

title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY's** sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY's** request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT,** and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any

breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:
Donald P. Saucier
1 Saucier Lane
Old Orchard Beach, ME 04064

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

CITY OF BIDDEFORD, MAINE

By:
Its City Manager

TENANT

By:

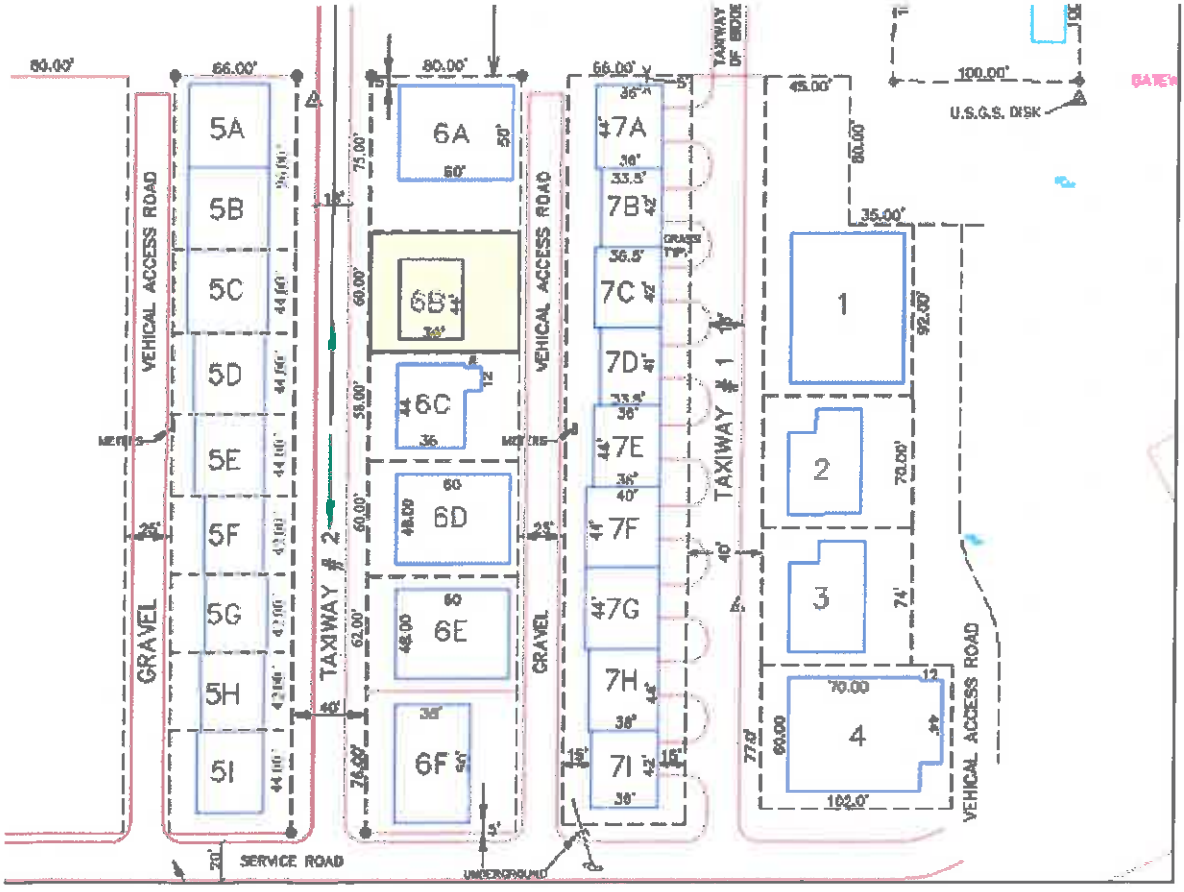
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 6B

75' x 80' = 4,800 sq. ft.



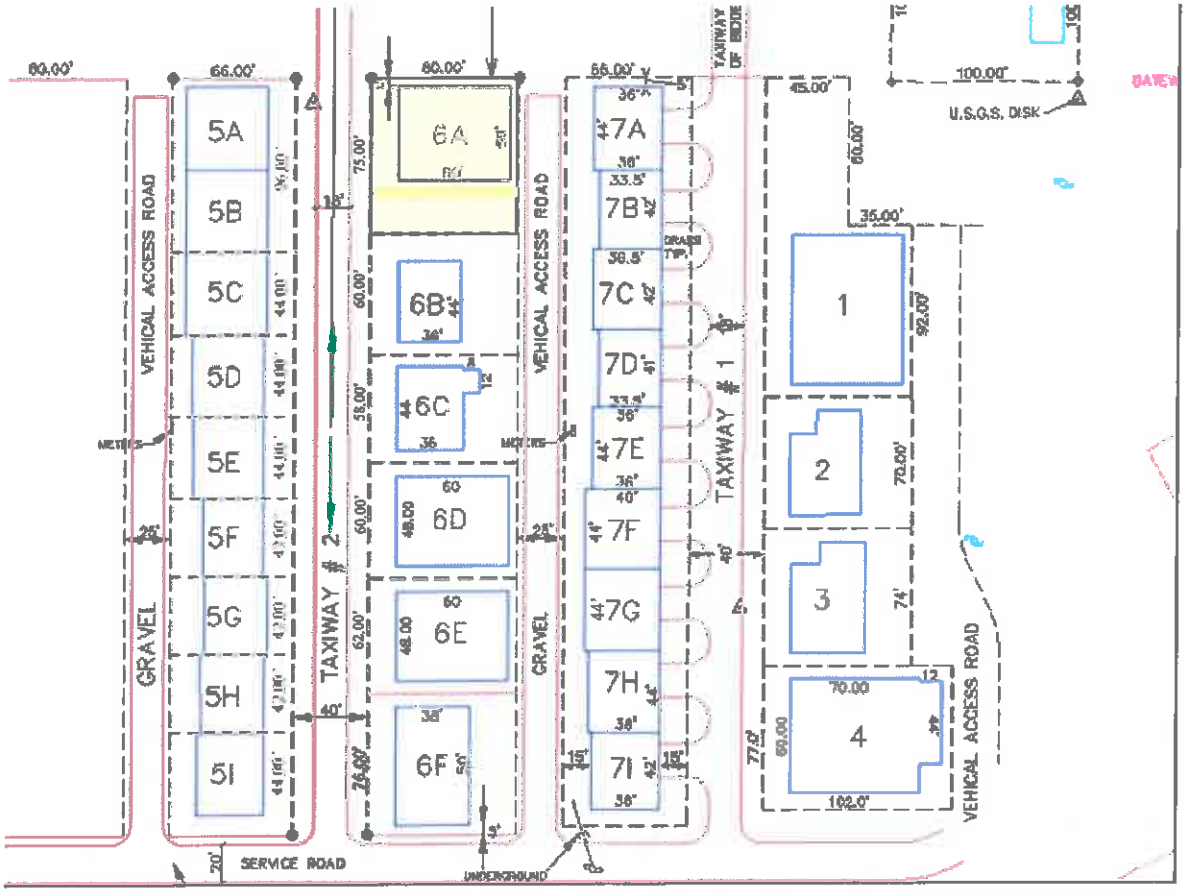
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 6A

75' x 80' = 6,000 sq. ft.



WOODMAN EDMANDS DANYLIK AUSTIN SMITH & JACQUES, P.A.

ATTORNEYS-AT-LAW

ROBERT B. WOODMAN
PETER L. EDMANDS
THOMAS DANYLIK
RALPH W. AUSTIN
JAMES B. SMITH
KEITH R. JACQUES
MICHAEL J. O'TOOLE
HARRY B. CENTER II
SANDRA L. GUAY

234 MAIN STREET
P.O. BOX 468
BIDDEFORD, ME 04005-0468
TELEPHONE: 207-284-4581
FAX: 207-284-2078
E-MAIL: krj@woodedlaw.com

June 3, 2013

Curt Koehler, Finance Director
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

RE: City of Biddeford/Great Moose Aviation, LLC

Dear Curt:

Enclosed for the City's records are the original Ground Lease Agreement between the City of Biddeford and Great Moose Aviation, LLC together with a copy of the Memorandum of Lease which will be recorded in the York County Registry of Deeds. I also have enclosed a copy of the Bill of Sale from RJ Aviation, Inc. to Great Moose Aviation, LLC. Since a new Lease was entered into between the City of Biddeford and the buyer Great Moose Aviation, LLC, we required a termination of the existing Lease between the City of Biddeford and seller RJ Aviation, Inc. Accordingly, I am enclosing the original Termination of Lease for your records.

Please do not hesitate to contact me if you have any questions regarding the enclosed.

Sincerely,

Keith R. Jacques

KRJ/cem
Enc.
cc: Tom Bryand, Biddeford Airport Manager
John Bubier, City Manager (w/out enc.)

Wayne T. Adams
Christian L. Barner
Barbara I. Belik
Milda A. Castner
C. Wesley Crowell
Barbara J. Dresser
Susan Bernstein Driscoll
Scott M. Edmunds
Jon C. Gale
Kelli P. Gardner

bergen parkinson ATTORNEYS

Jason G. Howe
Sarah B. Neault
Durward W. Parkinson
Leah B. Rachin
Thomas A. Welch
Laura H. White
Of Counsel
Jonathan Bangs
Bruce W. Bergen
Earle J. Patterson

May 31, 2013

Keith R. Jacques Esq.
Woodman, Edmands, Danylik, Austin, Smith & Jacques
234 Main Street
P.O. Box 468
Biddeford, ME 04005 0468

Re: Lease between City of Biddeford and Great Moose Aviation, LLC
Hanger #137, Lot 6-C, Biddeford Airport

Dear Keith:

Enclosed are the following documents:

1. Original Termination of Lease between the City of Biddeford and RJ Aviation, Inc.;

2. Copy of the Bill of Sale from RJ Aviation, Inc. to Great Moose Aviation, LLC;

3. Original Ground Lease Agreement between the City of Biddeford and Great Moose Aviation, LLC; and

4. Copy of the Memorandum of Lease between City of Biddeford and Great Moose Aviation, LLC.

Sincerely,

Joan M. Hunnewell, Paralegal
jhunnewell@bergenparkinson.com

encl.

TERMINATION OF LEASE

NOW COMES the CITY OF BIDDEFORD (hereinafter "Landlord") and RJ AVIATION, INC. (hereinafter "Tenant") and hereby agree to terminate the Airport Land Lease and Rights Agreement by and between Landlord and Tenant dated September 2, 2005.

CITY OF BIDDEFORD

May 30, 2013
Dated

John D. Bubier, City Manager

RJ AVIATION, INC.

May 31, 2013
Dated

C. Rudy Engholm, Its President

COPY

MEMORANDUM OF LEASE

(Under Title 33, M.R.S.A. Section 201)

By Airport Land Lease and Rights Agreement dated May 31, 2013, the Lessor, the CITY OF BIDDEFORD, a Maine municipal corporation with a principal place of business in Biddeford, County of York and State of Maine, leased to GREAT MOOSE AVIATION, LLC, a Maine limited liability company with a principal place of business in Scarborough, County of Cumberland and State of Maine, the Lessee, a portion of certain real estate owned by the City of Biddeford located at 87 Landry Road, Biddeford, York County, Maine, being Hangar No. 137, Lot 6-C.

In Witness Whereof, the undersigned Lessor and Lessee have executed, sealed, acknowledged and delivered this instrument this 31 day of May, 2013.

Witness

Lessor

City of Biddeford

By: _____

Name: John D. Bubier
Its: City Manager

Lessee

Great Moose Aviation, LLC

_____ By: _____

Christopher J. Griffith
Its Sole Member

BERGEN & PARKINSON, LLC
Attorneys at Law
199 Main Street, 2nd Floor
PO Box 46
Saco, Maine 04072

COPY

STATE OF MAINE
YORK COUNTY, ss.

May 30, 2013

Personally appeared the above-named John D. Bubier, in his capacity as City Manager of the City of Biddeford, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the City of Biddeford.

Before me,

Christine E Murray

Notary Public / ~~Attorney At Law~~
Name: CHRISTINE E. MURRAY
NOTARY PUBLIC, MAINE
Commission Expires: MY COMMISSION EXPIRES
APRIL 14 2015

STATE OF MAINE
YORK COUNTY, ss.

May 31, 2013

Personally appeared the above-named Christopher J. Griffin, in his capacity as Sole Member of Great Moose Aviation, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Great Moose Aviation, LLC.

Before me,

Notary Public / Attorney At Law
Name:
Commission Expires:

Barbara J. Dresser
Attorney At Law

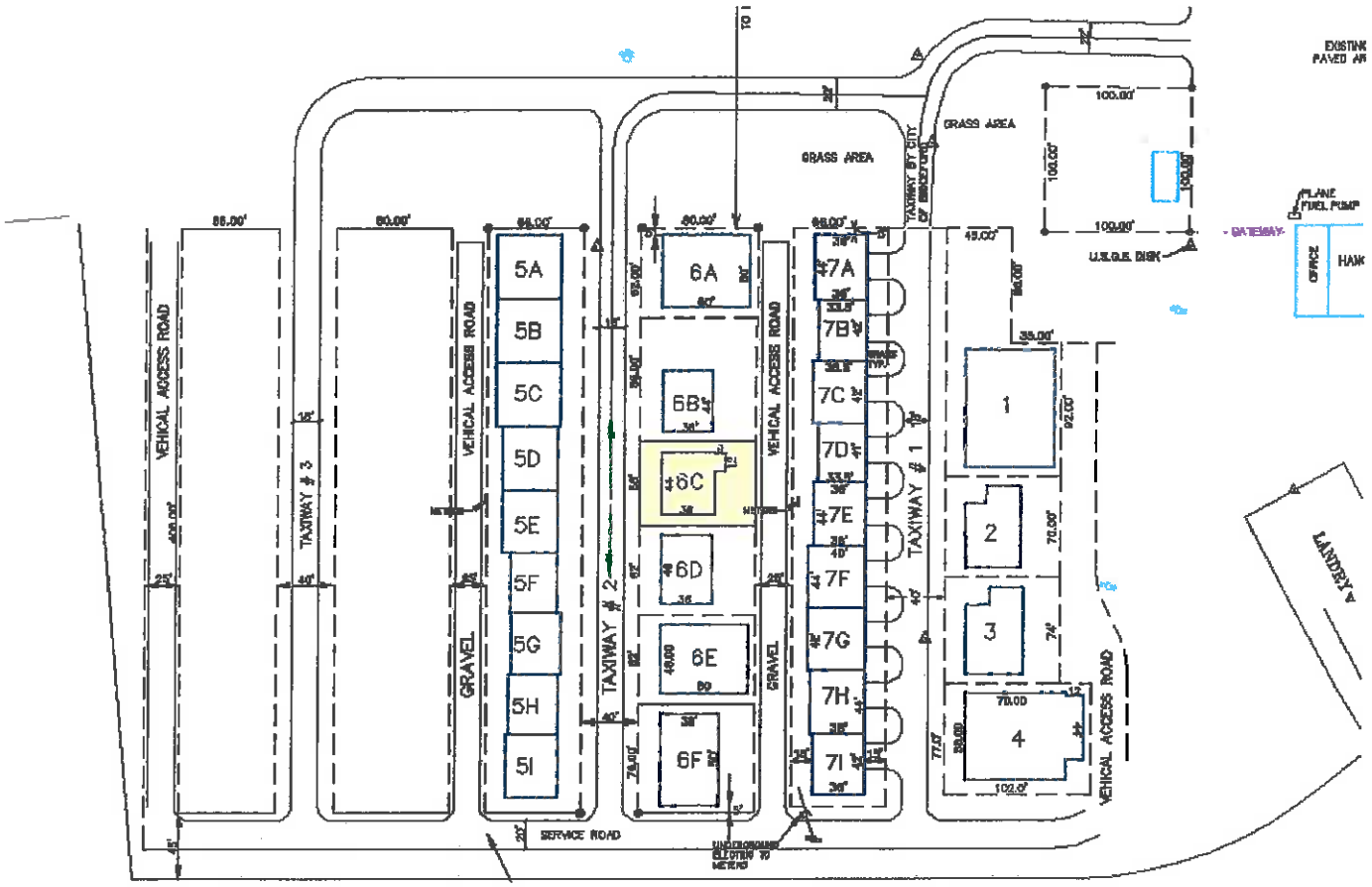
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 6C

58' x 80' = 4,640 sq. ft.



BILL OF SALE

COPY

KNOW ALL MEN BY THESE PRESENTS, that **RJ Aviation, Inc,** with a place of business in Cumberland county, Maine, for consideration paid by **Great Moose Aviation, LLC,** a Maine business corporation with a place of business in Scarborough, Maine, the receipt whereof is hereby acknowledged, does hereby GRANT, SELL, TRANSFER, AND DELIVER unto **Great Moose Aviation, LLC.**, WITH WARRANTY COVENANTS, a 44' by 36' aircraft hangar located on Lot 6C at the Biddeford Maine Airport, as described more fully in a "Hangar Purchase Agreement" between the parties dated May 24, 2013.

IN WITNESS WHEREOF, **RJ Aviation, Inc.** has caused this instrument to be executed this 21st day of May, 2013

Signed, Sealed and Delivered
In Presence of:

Witness

RJ Aviation, Inc.

by C. Rudy Engholm, President

COPY

Property Location: 87 LANDRY ST #137 | MAP ID: 3/ 58/ 96/ / | Bldg Name: | State Use: 322L
Vision ID: 108660 | Account #35896 | Bldg #: 1 of 1 | Sec #: 1 of 1 | Card 1 of 1 | Print Date: 01/30/2018 14:29

CURRENT OWNER
GREAT MOOSE AVIATION, LLC
210 PAYNE RD
SCARBOROUGH, ME 04074
Additional Owners:

TOPO.	UTILITIES	STRT./ROAD	LOCATION
1 Level	3 Public Sewer	1 Paved	5 Industrial
	2 Public Water	8 Private	

SUPPLEMENTAL DATA

Other ID:	35896	Color	BLUE
Sub-Div		H. District	135
Photo		S. District	4
Ward	7	TIF	
Prec.			
Tract			
GIS ID: 3-58		ASSOC PID#	

CURRENT ASSESSMENT

Description	Code	Appraised Value	Assessed Value
COMMERC.	3222	51,300	51,300
	Total	51,300	51,300

4505
BIDDEFORD, ME

VISION

RECORD OF OWNERSHIP

RECORD OF OWNERSHIP	BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.
GREAT MOOSE AVIATION, LLC	LEASE	05/31/2013	U	I	0	1N
RJ AVIATION INC	LEASE	09/02/2005	U	I		
CITY OF BIDDEFORD	1432/ 256	12/12/1960	U	V		04

PREVIOUS ASSESSMENTS (HISTORY)

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2017	3222	51,300	2016	3222	51,300	2015	3222	51,300
Total:		51,300	Total:		51,300	Total:		51,300

EXEMPTIONS

Year	Type	Description	Amount
		Total:	

OTHER ASSESSMENTS

Code	Description	Number	Amount	Comm. Int.

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD

NBHD/ SUB	NBHD Name	Street Index Name	Tracing	Batch
0003/A				

NOTES
HANGAR 6-C
CERT #2108 FY 06-07

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	51,300
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	0
Special Land Value	0
Total Appraised Parcel Value	51,300
Valuation Method:	C
Exemptions	0
Adjustment:	0
Net Total Appraised Parcel Value	51,300

BUILDING PERMIT RECORD

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments
04-07-050	07/18/2003	NC	New Construct	20,000	01/27/2006	100	04/01/2006	BUILD A NEW AIRPLA

VISIT/ CHANGE HISTORY

Date	Type	IS	ID	Cd.	Purpose/Result
01/27/2006			GL	00	MEAS & LISTD

LAND LINE VALUATION SECTION

B #	Use Code	Use Description	Zone	D	Front	Depth	Units		Unit Price	I. Factor	S.A.	Acre Disc	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing	S Adj Fact	Adj. Unit Price	Land Value
1	322L	COMM BLDG MDL-96	I2				0	SF	30.01	1.4000	0	1.0000	1.00	0003	1.00			.00	42.01	0

Total Card Land Units: 0.00 AC | Parcel Total Land Area: 0 AC | Total Land Value: 0

erty Location: 87 LANDRY ST #137 | MAP ID: 3/ 58/ 96/ / | Bldg Name: | State Use: 322L

on ID: 108660 | Account #35896 | Bldg #: 1 of 1 | Sec #: 1 of 1 | Card 1 of 1 | Print Date: 01/30/2018 14:29

CONSTRUCTION DETAIL

Element	Cd.	Ch.	Description
	78		Airport Hangar
el	96		Industrial
e	03		Average
es	1		
pancy	1		
ior Wall 1	27		Pre-finsh Metl
ior Wall 2			
Structure	10		Steel Frm/Trus
Cover	01		Metal/Tin
or Wall 1	02		Wall Brd/Wood
or Wall 2			
or Floor 1	03		Concr-Finished
or Floor 2			
ng Fuel	01		Coal or Wood
ng Type	01		None
ype	01		None
Use	322L		COMM BLDG MDL-96
Rooms			
Bedrms	00		
Baths	0		
AC	00		NONE
e Type	05		STEEL
s/Plumbing	00		NONE
ng/Wall	00		NONE
ns/Prtns	01		LIGHT
Height	12		
mn Wall	0		

CONSTRUCTION DETAIL (CONTINUED)

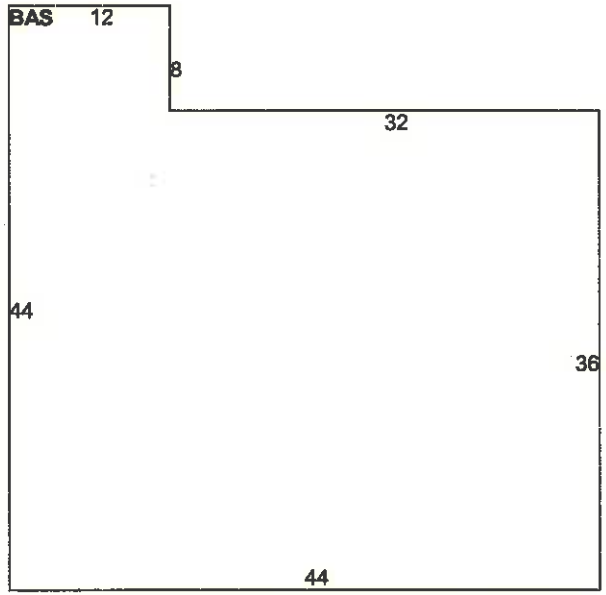
Element	Cd.	Ch.	Description

MIXED USE

Code	Description	Percentage
322L	COMM BLDG MDL-96	100

COST/MARKET VALUATION

Adj. Base Rate:	37.21
Net Other Adj:	0.00
AYB	2005
EYB	2005
Dep Code	A
Remodel Rating	
Year Remodeled	
Dep %	18
Functional Obsinc	
External Obsinc	
Cost Trend Factor	1
Condition	
% Complete	
Overall % Cond	82
Apprais Val	51,300
Dep % Ovr	0
Dep Ovr Comment	
Misc Imp Ovr	0
Misc Imp Ovr Comment	
Cost to Cure Ovr	0
Cost to Cure Ovr Comment	



OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)

de	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value

BUILDING SUB-AREA SUMMARY SECTION

ode	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
	First Floor	1,680	1,680	1,680	37.21	62,513
	Ttl. Gross Liv/Lease Area:	1,680	1,680	1,680		



5/31/13

CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires
May 30, 2023

Revised: 2/1/2007

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 31st day of May 2013, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and Great Moose Aviation LLC, (the "**TENANT**"),with a mailing address of…

210 Payne Road
Scarborough, ME 04074

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 4,640 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Airport Compliance Handbook, the "Minimum Standards for the Lease and/or Use of the Property and Facilities for Aeronautical Activities" for the Biddeford Municipal Airport (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease. No subleasing or assignment shall be permitted without the prior written consent of the **CITY**. Any future aeronautical use which is proposed by **TENANT** at the site shall be undertaken only if the **CITY** issues a permit therefore under the Minimum Standards, and the conduct of any such permitted use shall be subject to all applicable rules, regulation, approvals, Minimum Standards and the terms of this Lease Agreement.

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character thereof to the Airport Commission, subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the City Manager to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or commercial use, or for nonaeronautical storage or nonaeronautical activities.

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later

be amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement, except that the prorated annual Rent shall be double the amount due on the first day of the last year of the term of the Lease.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of $603.20 for the period from the Lease Commencement date through the following June 30.

4.1.2 Rent increases. Beginning on the first day of March following the Rent Commencement Date, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent.

4.1.3. The fixed annual rent as adjusted pursuant to Subsection 4.1.2 above shall be due on or before July 1 of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.4 TIME AND PLACE OF PAYMENTS

4.4.1 The foregoing rent shall be payable, on or before July 1 of each year, at the office of the Airport Manager, Biddeford Municipal Airport, or such other place as the **CITY** may direct in writing from time to time.

4.4.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.5 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid ten (10) days after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency

computed as simple interest on a daily basis, using thirty (30) days in the month for purposes of calculating the daily rate. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hanger has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Airport Commission, which approval shall not be unreasonably withheld or delayed. The Airport Commission's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Airport Commission's review, subject to final approval of the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY,** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing of FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Airport Commission. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Airport Commission for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project,

TENANT shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Airport Commission, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Airport Commission, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Airport Commission's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local Act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal security or certification requirements which relate to their operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written

approval of the Airport Commission, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse which results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Leased Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. Except in the case of a threat to public health or safety as determined by the **CITY**, in which case **CITY** may proceed immediately, prior to such undertaking or payment, **CITY** shall provide **TENANT** with written notice of such failure to meet such obligations or to pay such costs, and shall provide **TENANT** with thirty (30) days from the date of such notice to undertake such obligation and proceed diligently to complete it, or to pay such cost. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect same for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following twenty four (24) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Commission or Airport Manager determines such entry is necessary for public safety or

security reasons. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of **CITY.**

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.7.2 Nothing in this Section 5.7 is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the Premises.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and **CITY** Governments (including but not limited to Airport Rules and Regulations, Airport Minimum Standards, Airport Storm Water Pollution Prevention Plan, Airport Security Plan and Regulations, Airfield Regulations, Development Maintenance Standards, and the Airport Compliance Handbook), as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall not make any use of the Premises which is improper, offensive or contrary to any law or ordinance, nor to permit any act or thing to be done which shall constitute a nuisance or which may make void or voidable any insurance on the Premises or the buildings or improvements

thereon.

5.8.3 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances which may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an

environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against and in respect of any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any federal, state or local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 HAZARD LIGHTS

TENANT shall, at its expense, provide and maintain hazard lights on any structure erected by **TENANT** on the Leased Premises, if required by **CITY** or FAA regulations. Any hazard lights so required shall comply with the specifications and standards established for such installations by the FAA.

5.11 OTHER RESTRICTIONS

TENANT shall not, and shall not permit any person, to use the Premises in such a manner as to create electrical interference with navigational signals or radio communication between the Airport and aircraft, make it difficult for pilots to distinguish between Airport lights and other lights, result in glare in the eyes of pilots using the Airport, impair visibility in the vicinity of the Airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff, or maneuvering of aircraft using the airport.

5.12 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

5.13 AIRPORT ZONE HEIGHT LIMITATIONS

TENANT shall comply with all applicable zone height limitations in its operations hereunder, including but not limited to 14 CFR Federal Aviation Regulation, Part 77, or any successor law or regulation, and shall not, nor permit any person to, erect, alter or maintain any structure, or grow any vegetation in any zone to height in excess of the height limitations. **CITY** reserves the right to enter upon the Premises and to remove any such structure or vegetation, and charge the cost thereof to **TENANT** should **TENANT** fail to effect such removal promptly after written notice from the Airport Manager to do so. **TENANT** shall submit FAA Form 7460 Notice of Proposed Construction or Alteration to the FAA, with a copy to the Airport Manager, prior to erecting any possible obstruction on the Premises.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY,** would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the **CITY** Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and

proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **"TENANT"** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** which would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against **CITY.**

8.1.4 This indemnity and hold harmless provision of this Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any **CITY** property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure which is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY**. This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the **CITY**.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the **CITY** may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance which **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter.

TENANT shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by **CITY**.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Airport Commission and any applicable **CITY** planning authority.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might

result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with

TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by **CITY;**

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY**. In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after

the date of delivery of notice by **TENANT** to **CITY,** and such default shall not have been cured during such thirty (30) day period by the **CITY.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event **CITY** rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at

expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the **CITY**.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13. 2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances,

exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager or Airport Commission
Biddeford Airport
88 Landry Street
Biddeford, ME 04005

TENANT:

Great Moose Aviation LLC
210 Payne Road
Scarborough, ME 04074

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming Force Majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law. In the event of such invalid provision, there will be added to this Lease Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

CITY OF BIDDEFORD, MAINE

By: John D. Bubier, City Manager

GREAT MOOSE AVIATION, LLC, TENANT

By: CHRISTOPHER J. GRIFFITH
ITS SOLE MEMBER

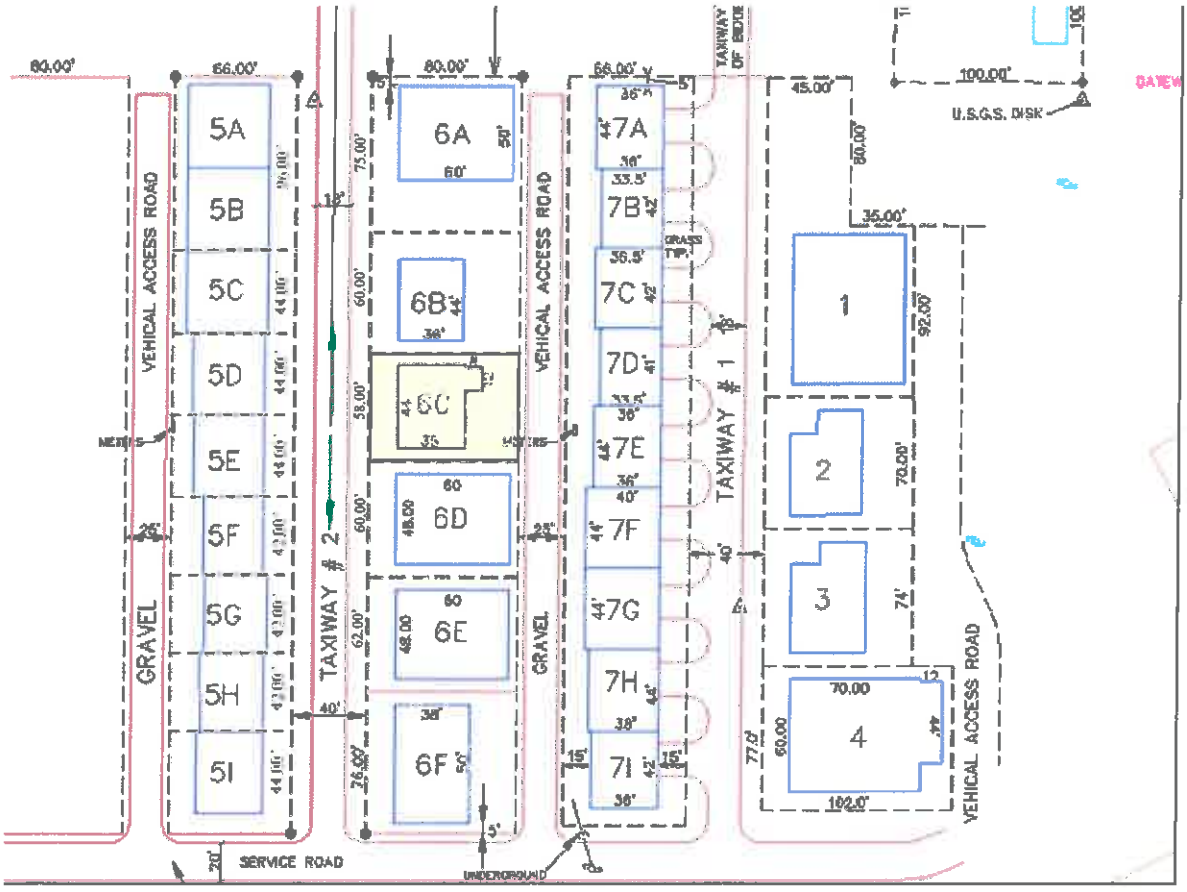
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 6C

58' x 80' = 4,640 sq. ft.



CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Adopted: March 1, 2018

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 01 day of JULY 20 18, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and RICHARD J. ROUSSEAU, with a mailing address of P.O. BOX 903, BIDDEFORD, ME 04005, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 4,800 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any non-aeronautical business, for residential or non-aeronautical commercial use, or for non-aeronautical storage or non-aeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**. **TENANT** may make a written request to perform FBO services, during the Lease term provided, that the Lease is not in default. The **CITY** shall have sole discretion to accept or reject **TENANT's** request. If the City grants **TENANT** request that it conduct FBO service(s), **TENANT shall** provide such service at its own cost and expense and shall comply will all applicable conditions imposed by the City including the Minimum Standards and Rules and Regulations and policies in effect on the date of this Agreement, as may be later amended or revised, and all applicable Federal, State and Local

laws and regulations. **TENANT** recognizes and agrees the **CITY** may revoke such consent at its sole discretion.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall be effective as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term ending on June 30, 2028

3.1.2 **TENANT** shall pay annual rent to the **CITY** during the Term of this Lease as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to any applicable rent increase as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent; based on the square footage of the Leased Premises, as shown on Exhibit A, multiplied by the per square foot rate of __$0.1429__ determined at the time of the execution of this Agreement; for the fixed rent amount of __$685.92____.

4.1.2 Rent increases. Beginning on the first day of July 2019, and annually thereafter, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers (CPI-U), all items (1982-84 = 100) for the U.S. City Average (Table 10, Northeast Urban areas, Size A – more than 1,500,000), June to June, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in August of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before September 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen percent (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction

or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and

workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair

and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and

TENANT shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY,** would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or

proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY, TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 **TENANT**'s Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee

or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all subleases of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder. Additionally, all approved transferees, subleases or assignees shall be required to register their aircraft as "based" at the Biddeford Municipal Airport (B19) if such aircraft will be located

at the Biddeford Municipal Airport for a cumulative period of One Hundred and Eighty (180) days or more, within any twelve month period.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13, for the first 30 days or until a new lease is signed, whichever occurs first. The new owner(s), will be required to enter into a new Lease Agreement with the City for the leased premises within the first 30 days of taking ownership.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT,** and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of

the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:

_____

_____

_____

_____

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be

prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto: Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

By:
Airport Manager
7/9/2019

CITY OF BIDDEFORD, MAINE

By:
City Manager

TENANT

By:

By:

City of Biddeford, Maine

205 Main St. P.O. Box 586, Biddeford, Maine 04005

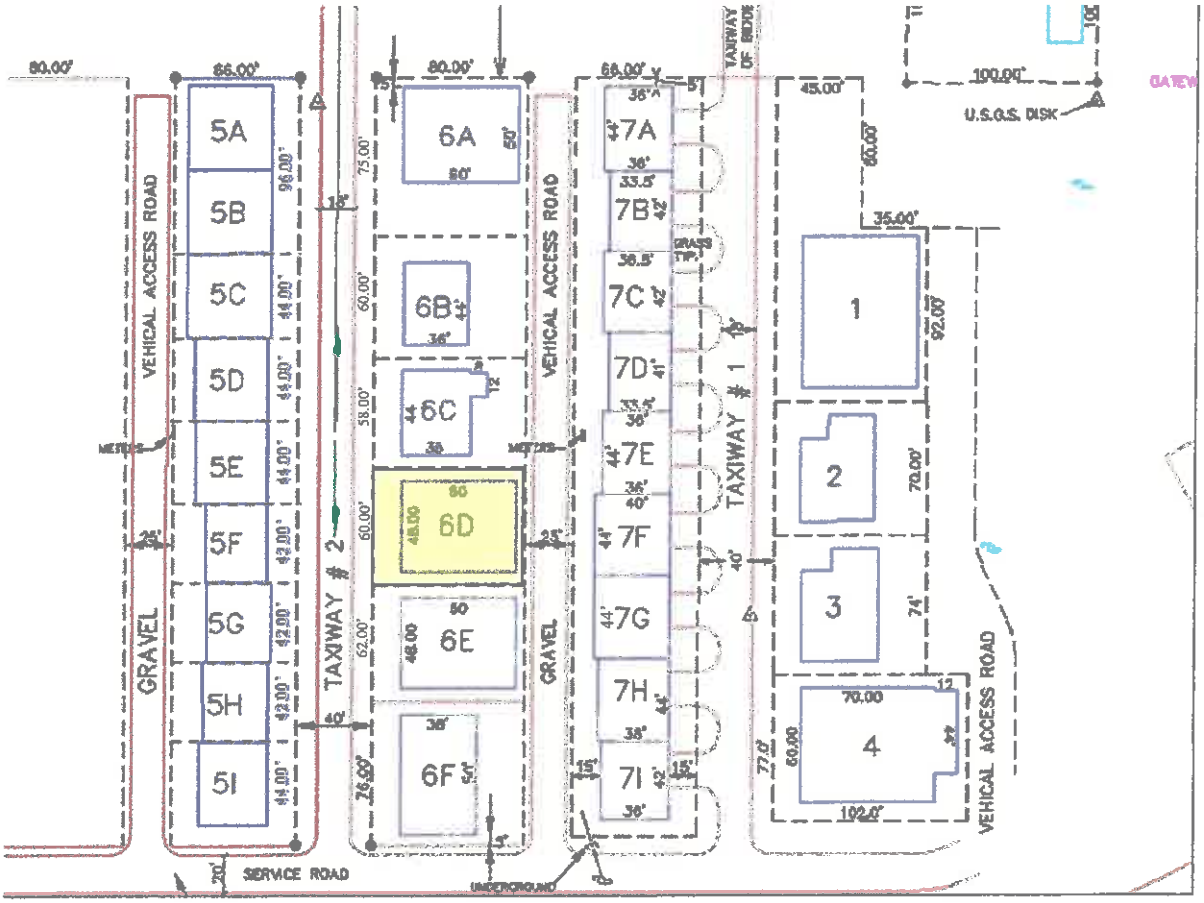
Exhibit A

Hangar 135 / Lot 6D

Property Location: 87 Landry Street #135, Biddeford, Maine 04005

Lot Size:

60' x 80' = 4,800 sq. ft.



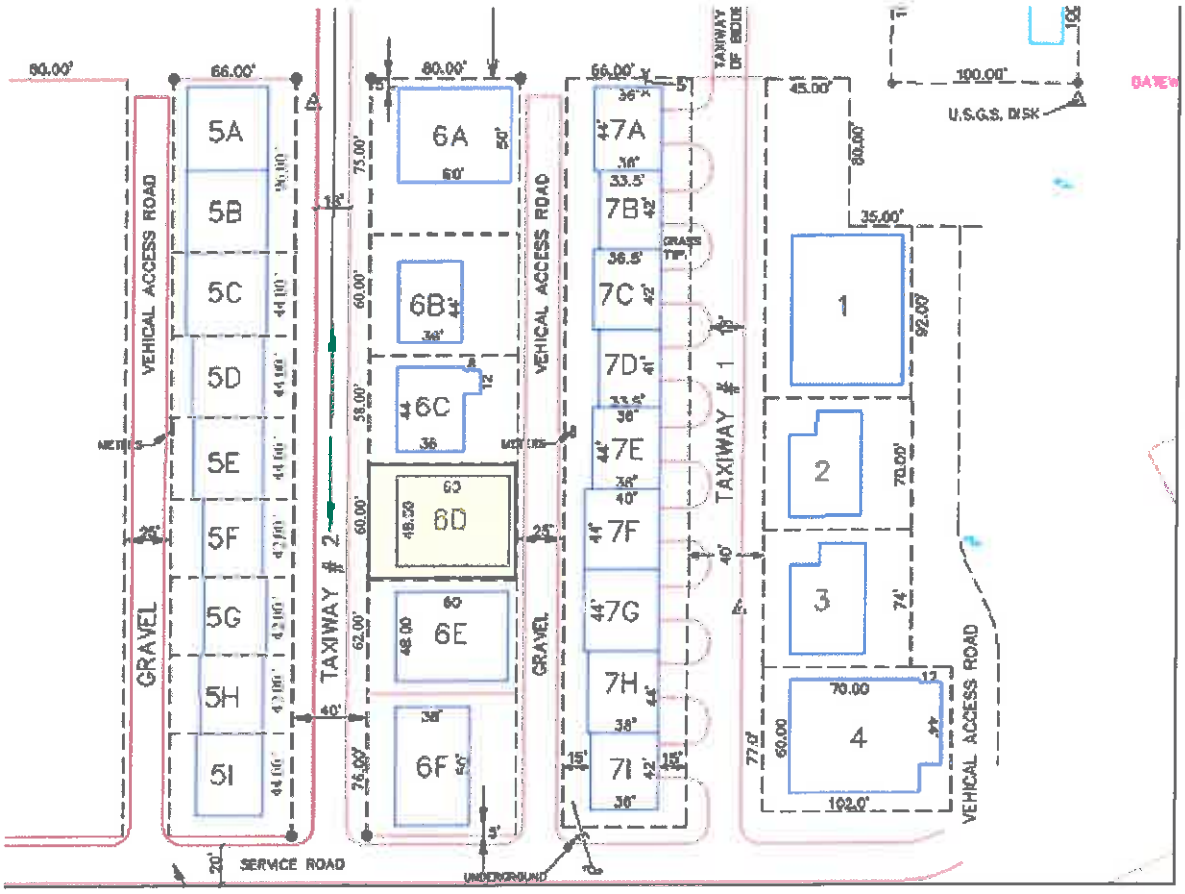
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 6D

60' x 80' = 4,800 sq. ft.



6E

CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires on November 8, 2025

Adopted: February 3, 2009

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 9th day of November 2015, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and John Apte, with a mailing address of 110Main St. #304, Saco, Maine 04072, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately four thousand nine hundred sixty (4,960) square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however,

that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2015, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of $664.64 for the period from the July 1, 2015 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2015.

4.1.2 Rent increases. Beginning on the first day of July 2016, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to

time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining

all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or

exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT**, upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or

substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and

any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY**. The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to

arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY, TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the CITY prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent

hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT**;

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY**. In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT**. In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT**, and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer

title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to CITY for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any

breach of said security requirements by **TENANT**, its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:
John Apte
110 Main St. #304
Saco, ME 04072

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

CITY OF BIDDEFORD, MAINE

By: James Bennett
Its City Manager

TENANT

By: John Apte

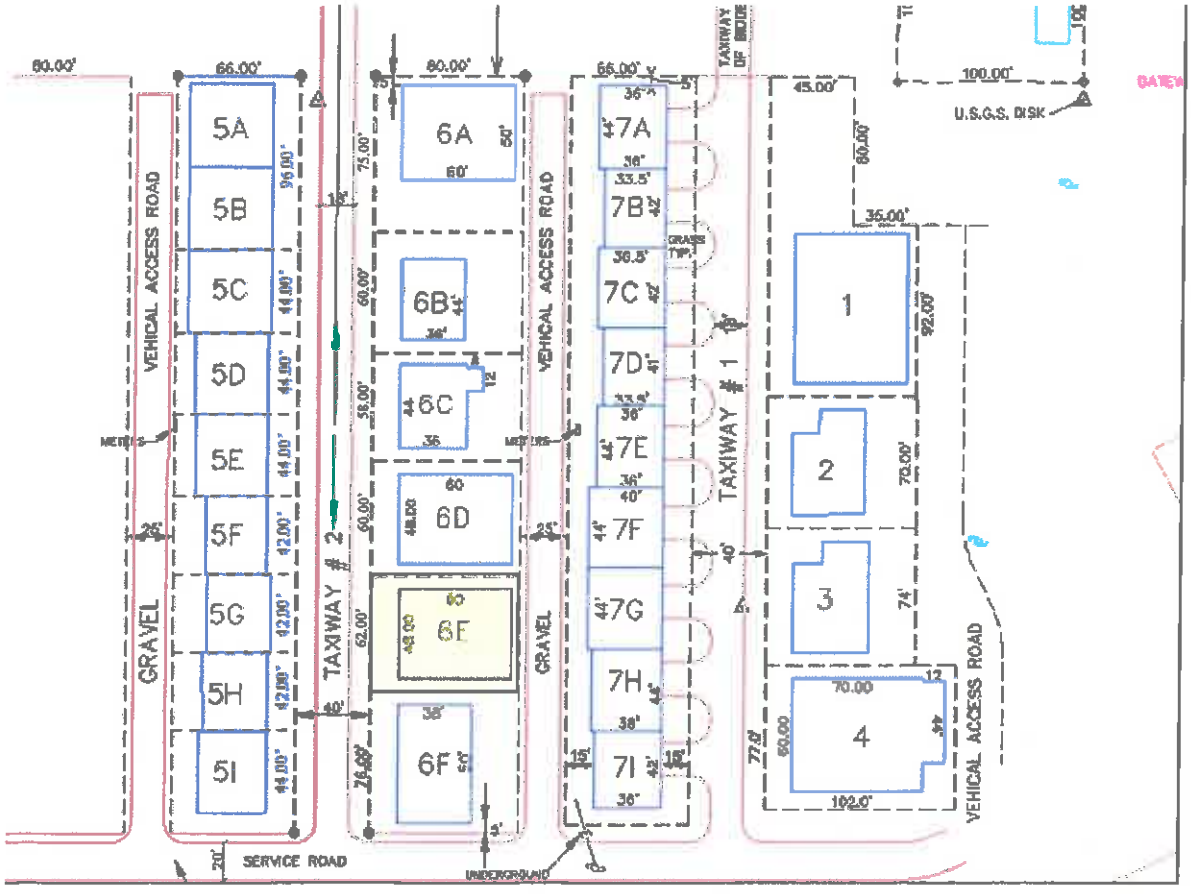
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 6E

62' x 80' = 4,960 sq. ft.



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT **RJ AVIATION, INC.**, a Maine corporation with a place of business in Portland, County of Cumberland and State of Maine, for consideration paid by **MICHAEL GLAUDE AND JEANNE GLAUDE** of Scarborough, Maine, the receipt whereof is hereby acknowledged, does hereby GRANT, SELL, TRANSFER, AND DELIVER unto **MICHAEL GLAUDE AND JEANNE GLAUDE.**, WITH WARRANTY COVENANTS, a 64' by 40' aircraft hangar located on Lot 6F at the Biddeford Maine Airport.

IN WITNESS WHEREOF, the said RJ Aviation, Inc. has caused this instrument to be executed by Harry M. Hughes, its member duly authorized this 10th day of June, 2010.

Signed, Sealed and Delivered
In Presence of:

Witness

RJ AVIATION, INC.

By: C. Rudy Engholm
Its: President

Settlement Statement

Property:	Aircraft hangar located on Lot 6F at the Biddeford Maine Airport
Seller:	RJ Aviation, Inc.
Buyer:	Michael and Jeanne Glaude
Date:	June 10, 2010

Seller's Statement:

Sales Price:			**$85,000.00**
Adjustments	**Less**	**Plus**	
Deposit	$ 10,000.00		
Buyer credit for security deposit	$ 400.00		
Charles R. Bean, PA (1/2)			
Closing	$ 125.00		
Preparation of Bill of Sale	$ 37.50		
Preparation of Assumption	$ 37.50		
Real estate tax proration 6/10/-6/30/2010		$ 64.30	
Land Lease proration 6/10-12/31/10		$360.35	
Net Adjustment			$10,175.35
Total to Seller:			**$74,824.66**

Buyer's Statement:

Sales Price:			**$ 85,000.00**
Adjustments	Less	Plus	
Deposit	$10,000.00		
Credit for security deposit	$ 400.00		
Property Tax Proration (4/6– 6/30/10)		$ 64.30	
Land Lease Proration		$ 360.35	
Charles R. Bean, PA (1/2)			
Closing		$ 125.00	
Preparation of Bill of Sale		$ 37.50	
Preparation of Assumption		$ 37.50	
Net Adjustment			-($9,775.35)
Total Funds Due From Buyer:			**$75,224.65**

Disbursements

RJ Aviation, Inc.	$ 74,824.66
Charles R. Bean, PA	$ 400.00
Total Disbursements	**$75,224.65**

Seen and Agreed To on this 10th day of June, 2010

Seller: RJ Aviation, Inc.

By: C. Rudy Engholm
Its: President

Buyer:

Michael Glaude

Jeanne Glaude

Property Location: 87 LANDRY ST #131 | MAP ID: 3/ 58/ 98/ / | Bldg Name: | State Use: 322L
Vision ID: 107680 | Account #35898 | Bldg #: 1 of 1 | Sec #: 1 of 1 | Card 1 of 1 | Print Date: 01/30/2018 14:29

CURRENT OWNER	TOPO.	UTILITIES	STRT./ROAD	LOCATION
GLAUDE, MICHAEL F	1 Level	3 Public Sewer	1 Paved	5 Industrial
132 BROADTURN RD		2 Public Water		
SCARBOROUGH, ME 04072				
Additional Owners:				

SUPPLEMENTAL DATA

Other ID:	35898	Color	BLUE
Sub-Div		H. District	135
Photo		S. District	4
Ward	7	TIF	
Prec.			
Tract			
GIS ID: 3-58		ASSOC PID#	

CURRENT ASSESSMENT

Description	Code	Appraised Value	Assessed Value
COMMERC.	3222	78,100	78,100
		Total	78,100	78,100

4505
BIDDEFORD, ME

VISION

RECORD OF OWNERSHIP

	BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.
GLAUDE, MICHAEL F	LEASE	04/06/2005	U	I	0	1N
HH AVIATION LLC	LEASE	10/24/2003	U	I		1N

PREVIOUS ASSESSMENTS (HISTORY)

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2017	3222	78,100	2016	3222	78,100	2015	3222	78,100
	Total:	78,100		Total:	78,100		Total:	78,100

EXEMPTIONS

Year	Type	Description	Amount
		Total:	

OTHER ASSESSMENTS

Code	Description	Number	Amount	Comm. Int.

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD

NBHD/ SUB	NBHD Name	Street Index Name	Tracing	Batch
0003/A				

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	78,100
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	0
Special Land Value	0
Total Appraised Parcel Value	78,100
Valuation Method:	C
Exemptions	0
Adjustment:	0
Net Total Appraised Parcel Value	78,100

NOTES

HANGAR 6F

BUILDING PERMIT RECORD

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments
04-09-188	09/26/2003	NC	New Construct	35,000	02/03/2004	100	04/01/2004	64 X 40 HANGER

VISIT/ CHANGE HISTORY

Date	Type	IS	ID	Cd.	Purpose/Result
03/16/2004			GL	03	Outside inspection only

LAND LINE VALUATION SECTION

B #	Use Code	Use Description	Zone	D	Front	Depth	Units		Unit Price	I. Factor	S.A.	Acre Disc	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing		S Adj Fact	Adj. Unit Price	Land Value
1	322L	COMM BLDG MDL-96	I2				0	SF	30.01	1.4000	0	1.0000	1.00	0003	1.00				.00	42.01	0

Total Card Land Units: 0.00 AC | Parcel Total Land Area: 0 AC | Total Land Value: 0

perty Location: 87 LANDRY ST #131 | MAP ID: 3/ 58/ 98/ / | Bldg Name: | State Use: 322L

ion ID: 107680 | Account #35898 | Bldg #: 1 of 1 | Sec #: 1 of 1 | Card 1 of 1 | Print Date: 01/30/2018 14:29

CONSTRUCTION DETAIL

Element	Cd.	Ch.	Description
	78		Airport Hangar
el	96		Industrial
e	03		Average
es	1		
pancy	1		
ior Wall 1	27		Pre-finsh Metl
ior Wall 2			
Structure	05		Salt Box
Cover	01		Metal/Tin
or Wall 1	02		Wall Brd/Wood
or Wall 2			
or Floor 1	03		Concr-Finished
or Floor 2			
ng Fuel	01		Coal or Wood
ng Type	01		None
ype	01		None
Use	322L		COMM BLDG MDL-96
Rooms			
Bedrms	00		
Baths	0		
/AC	00		NONE
e Type	05		STEEL
s/Plumbing	00		NONE
ng/Wall	00		NONE
ns/Prtns	01		LIGHT
Height	12		
mn Wall			

CONSTRUCTION DETAIL (CONTINUED)

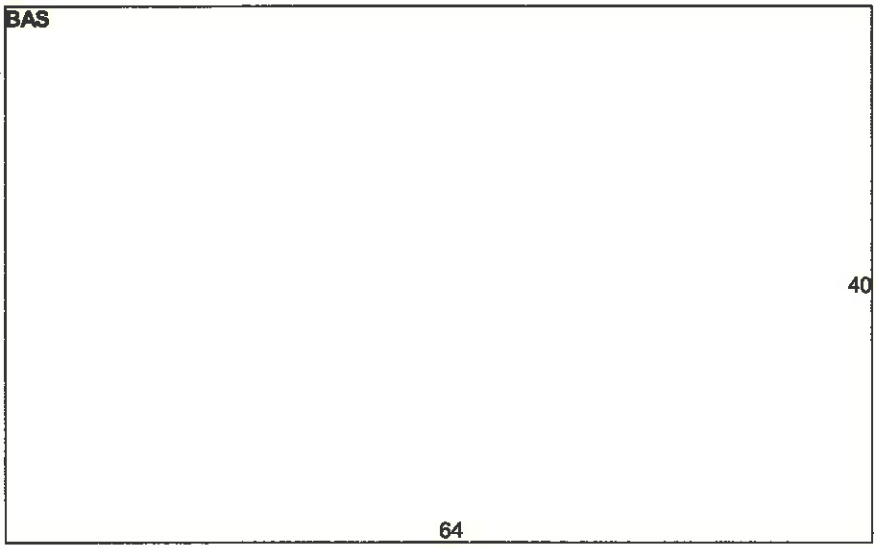
Element	Cd.	Ch.	Description

MIXED USE:

Code	Description	Percentage
322L	COMM BLDG MDL-96	100

COST/MARKET VALUATION

Adj. Base Rate:	37.21
Net Other Adj:	0.00
AYB	2004
EYB	2005
Dep Code	A
Remodel Rating	
Year Remodeled	
Dep %	18
Functional Obsinc	
External Obsinc	
Cost Trend Factor	1
Condition	
% Complete	
Overall % Cond	82
Apprais Val	78,100
Dep % Ovr	0
Dep Ovr Comment	
Misc Imp Ovr	0
Misc Imp Ovr Comment	
Cost to Cure Ovr	0
Cost to Cure Ovr Comment	



OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)

le	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value

BUILDING SUB-AREA SUMMARY SECTION

ode	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
	First Floor	2,560	2,560	2,560	37.21	95,258
	Ttl. Gross Liv/Lease Area:	2,560	2,560	2,560		



CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires on
June 30, 2024

Adopted: February 3, 2009

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 19th day of February 2014, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and Henry & Roberta Morin, with a mailing address of 114 Guinea Rd. Biddeford, ME 04005, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2,904 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however,

that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2014, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of $389.14 for the period from the July 1, 2014 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2014.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to

time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining

all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or

exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or

substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and

any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY,** would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to

arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent

hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 **TENANT**'s Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT**;

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY**. In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY**, and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT**. In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT**, and such default shall not have been cured during such thirty (30) day period by the **TENANT**. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY**. **TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer

title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any

breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:
Henry & Roberta Morin
114 Guinea Rd.
Biddeford, ME 04005

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY's** consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

CITY OF BIDDEFORD, MAINE

By:
Its City Manager

TENANT

By: Henry & Roberta Morin

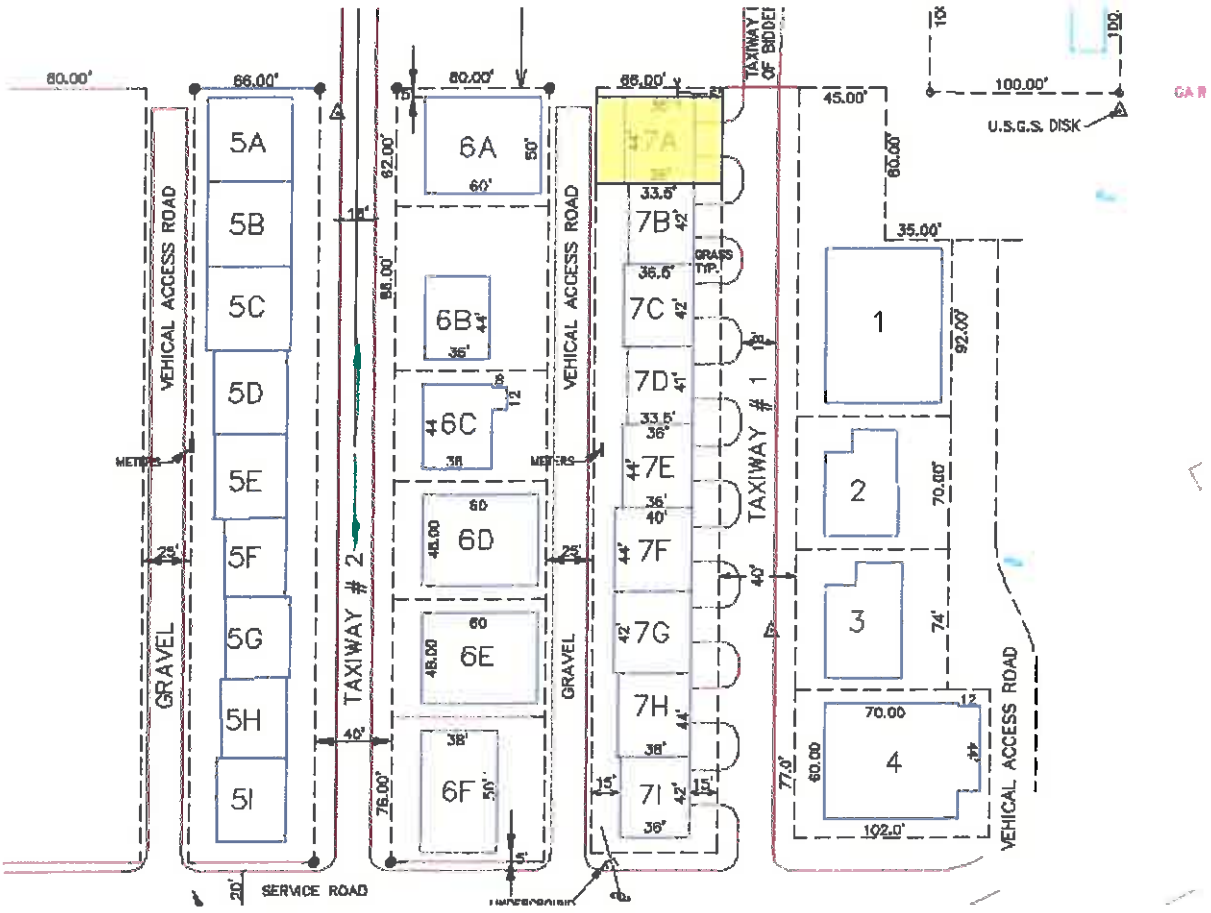
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 7A

44' x 66' = 2,904 sq. ft.



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CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires on
June 30, 2024

Adopted: February 3, 2009

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 19th day of February 2014 , by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and

Thomas Bryand, with a mailing address of

456 Pool Rd. Biddeford, ME 04005, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2772 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2014, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of $371.45 for the period from the July 1, 2014 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2014.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and

permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations

enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be

committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the

Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the

Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY,** would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no

further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have

provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the

conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war,

earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings,

fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing

and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:
Thomas Bryand_____
456 Pool Rd._____
Biddeford, ME 04005_____

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

CITY OF BIDDEFORD, MAINE

By:
Its City Manager

TENANT

By: Thomas Bryand

CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Adopted: March 1, 2018

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 20 day of DECEMBER 20 18, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and THEODORE N. POIRIER, with a mailing address of 206 RIVER RD., BIDDEFORD, ME 04005 (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2,772 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however,

that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any non-aeronautical business, for residential or non-aeronautical commercial use, or for non-aeronautical storage or non-aeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**. **TENANT** may make a written request to perform FBO services, during the Lease term provided, that the Lease is not in default. The **CITY** shall have sole discretion to accept or reject **TENANT's** request. If the City grants **TENANT** request that it conduct FBO service(s), **TENANT shall** provide such service at its own cost and expense and shall comply will all applicable conditions imposed by the City including the Minimum Standards and Rules and Regulations and policies in effect on the date of this Agreement, as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. **TENANT** recognizes and agrees the **CITY** may revoke such consent at its sole discretion.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall be effective as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term ending on June 30, 2028

3.1.2 **TENANT** shall pay annual rent to the **CITY** during the Term of this Lease as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to any applicable rent increase as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent; based on the square footage of the Leased Premises, as shown on Exhibit A, multiplied by the per square foot rate of $ 0.1429 determined at the time of the execution of this Agreement; for the fixed rent amount of $ 396.12 .

4.1.2 Rent increases. Beginning on the first day of July 2018, and annually thereafter, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers (CPI-U), all items (1982-84 = 100) for the U.S. City Average (Table 10, Northeast Urban areas, Size A – more than 1,500,000), June to June, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in August of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the

Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before September 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen percent (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be

placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and

workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject

to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another

governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT**; or (d) claims resulting from any act or

omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating

area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY,** would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or

companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein

contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by TENANT. In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided

otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such

proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all subleases of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder. Additionally, all approved transferees, subleases or assignees shall be required to register their aircraft as "based" at the Biddeford Municipal Airport (B19) if such aircraft will be located at the Biddeford Municipal Airport for a cumulative period of One Hundred and Eighty (180) days or more, within any twelve month period.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13, for the first 30 days or until a new lease is signed, whichever occurs first. The new owner(s), will be required to enter into a new Lease Agreement with the City for the leased premises within the first 30 days of taking ownership.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the

Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:

_____
_____
_____
_____

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

By:
Airport Manager
Kristopher Reynolds

CITY OF BIDDEFORD, MAINE

By: James Bennett
City Manager

TENANT

By: Ted Poirier

By:

City of Biddeford, Maine

205 Main St. P.O. Box 586, Biddeford, Maine 04005

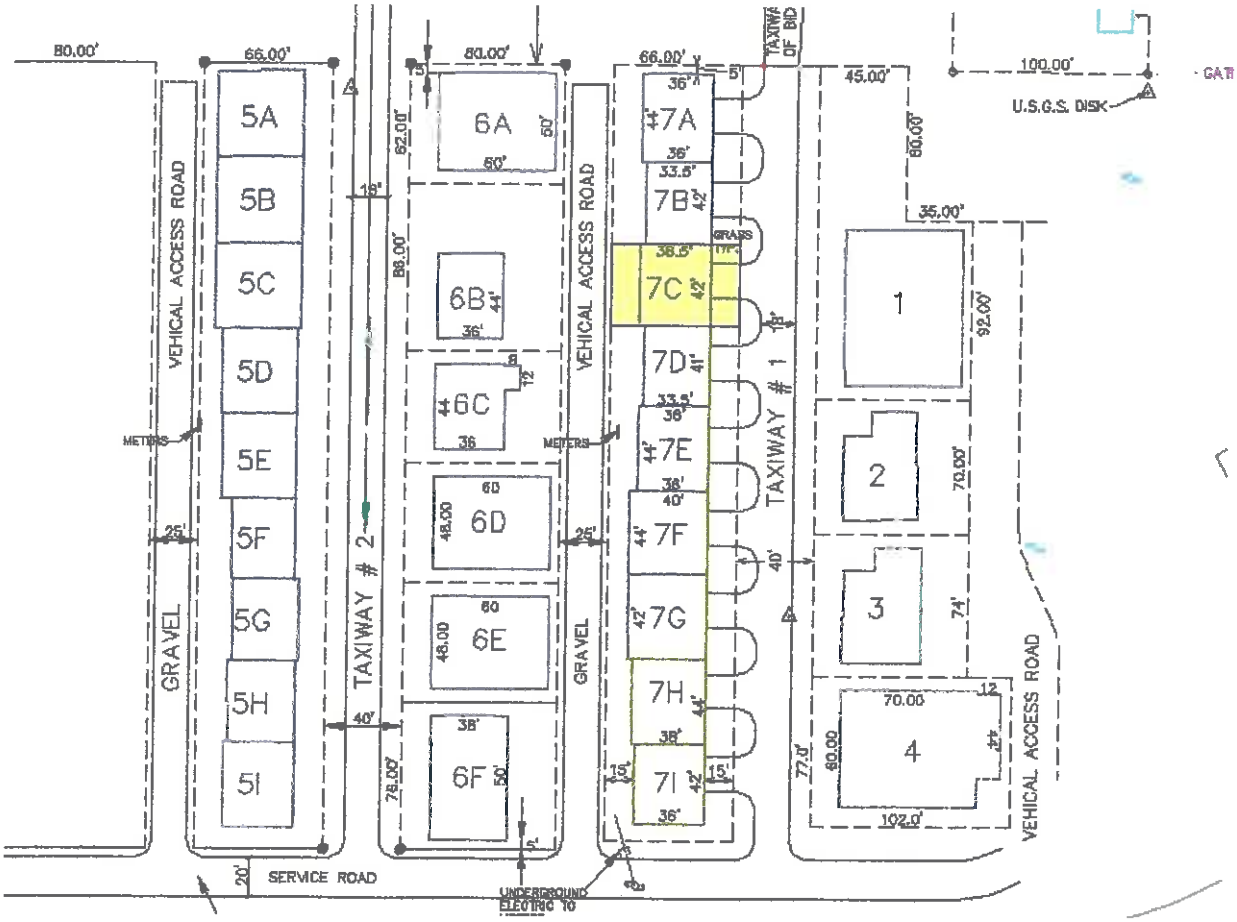
Exhibit A

Hangar 114 / Lot 7C

Property Location: 87 Landry Street #114, Biddeford, Maine 04005

Lot Size:

42' x 66' = 2,772 sq. ft.



CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Adopted: March 1, 2018

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 01 day of JULY 20 18, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and FREDERICK CELCE, with a mailing address of 4212 SKYWAY DR., NAPLES, FL 34112, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2,772 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any non-aeronautical business, for residential or non-aeronautical commercial use, or for non-aeronautical storage or non-aeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**. **TENANT** may make a written request to perform FBO services, during the Lease term provided, that the Lease is not in default. The **CITY** shall have sole discretion to accept or reject **TENANT's** request. If the City grants **TENANT** request that it conduct FBO service(s), **TENANT shall** provide such service at its own cost and expense and shall comply will all applicable conditions imposed by the City including the Minimum Standards and Rules and Regulations and policies in effect on the date of this Agreement, as may be later amended or revised, and all applicable Federal, State and Local

laws and regulations. **TENANT** recognizes and agrees the **CITY** may revoke such consent at its sole discretion.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall be effective as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term ending on June 30, 2028

3.1.2 **TENANT** shall pay annual rent to the **CITY** during the Term of this Lease as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to any applicable rent increase as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent; based on the square footage of the Leased Premises, as shown on Exhibit A, multiplied by the per square foot rate of __$0.1429__ determined at the time of the execution of this Agreement; for the fixed rent amount of __$396.12____.

4.1.2 Rent increases. Beginning on the first day of July 2019, and annually thereafter, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers (CPI-U), all items (1982-84 = 100) for the U.S. City Average (Table 10, Northeast Urban areas, Size A – more than 1,500,000), June to June, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in August of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before September 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen percent (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction

or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and

workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair

and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY,** without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT,** for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and

TENANT shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or

proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 **TENANT**'s Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT**. In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee

or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all subleases of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder. Additionally, all approved transferees, subleases or assignees shall be required to register their aircraft as "based" at the Biddeford Municipal Airport (B19) if such aircraft will be located

at the Biddeford Municipal Airport for a cumulative period of One Hundred and Eighty (180) days or more, within any twelve month period.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13, for the first 30 days or until a new lease is signed, whichever occurs first. The new owner(s), will be required to enter into a new Lease Agreement with the City for the leased premises within the first 30 days of taking ownership.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of

the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:

_____

_____

_____

_____

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be

prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

By:
Airport Manager
Christopher Reynolds

CITY OF BIDDEFORD, MAINE

By:
City Manager James A. Bennett

TENANT

By:

By:
Frederick Celce

City of Biddeford, Maine

205 Main St. P.O. Box 586, Biddeford, Maine 04005

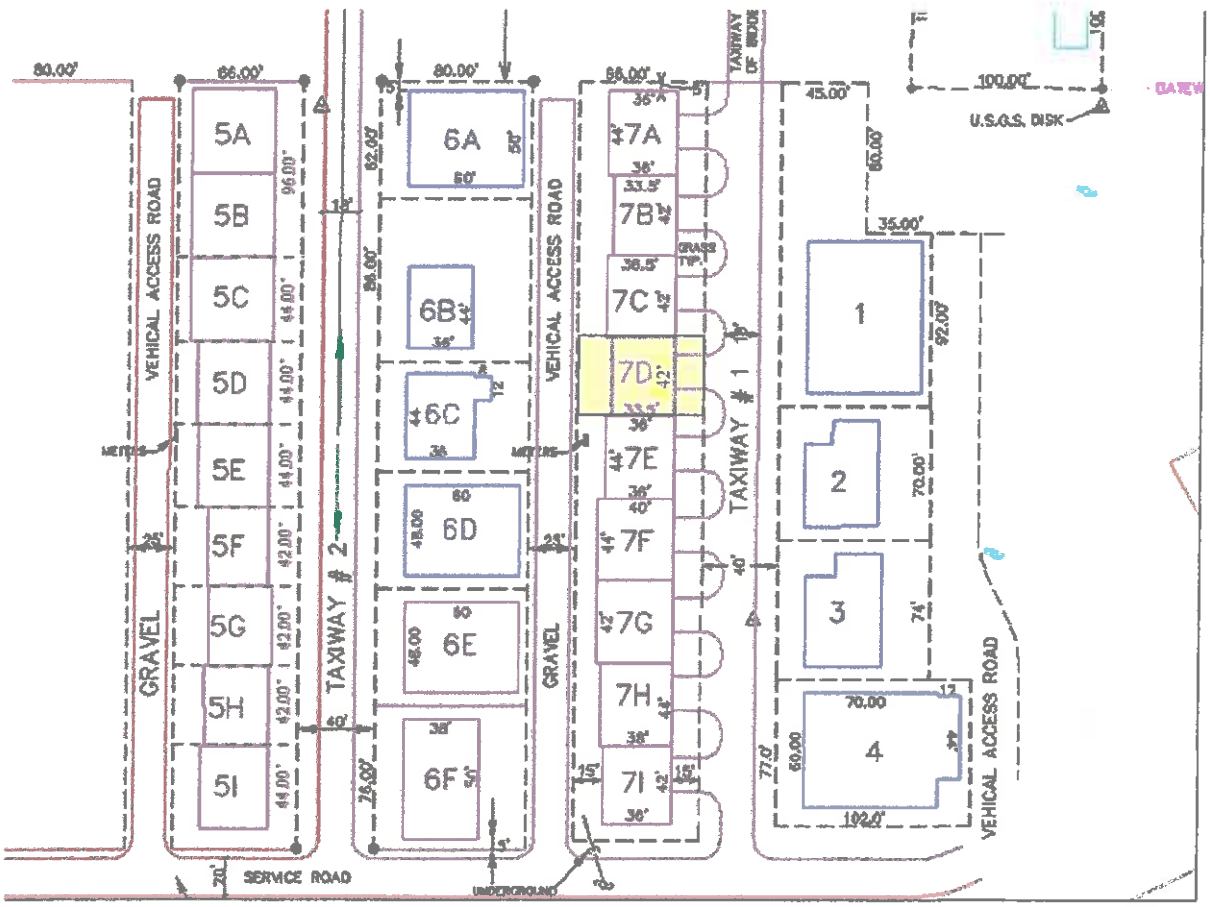
Exhibit A

Hangar 112 / Lot 7D

Property Location: 87 Landry Street #112, Biddeford, Maine 04005

Lot Size:

42' x 66' = 2,772 sq. ft.



CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Adopted: March 1, 2018

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 27 day of DECEMBER 20 18, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and LEONARD CLOW, with a mailing address of 26 WALNUT ST., APT. B6, OLD ORCHARD BEACH, ME 04064 (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2,904 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however,

that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any non-aeronautical business, for residential or non-aeronautical commercial use, or for non-aeronautical storage or non-aeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**. **TENANT** may make a written request to perform FBO services, during the Lease term provided, that the Lease is not in default. The **CITY** shall have sole discretion to accept or reject **TENANT's** request. If the City grants **TENANT** request that it conduct FBO service(s), **TENANT shall** provide such service at its own cost and expense and shall comply will all applicable conditions imposed by the City including the Minimum Standards and Rules and Regulations and policies in effect on the date of this Agreement, as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. **TENANT** recognizes and agrees the **CITY** may revoke such consent at its sole discretion.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall be effective as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term ending on June 30, 2028

3.1.2 **TENANT** shall pay annual rent to the **CITY** during the Term of this Lease as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to any applicable rent increase as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent; based on the square footage of the Leased Premises, as shown on Exhibit A, multiplied by the per square foot rate of $ 0.1429 determined at the time of the execution of this Agreement; for the fixed rent amount of $ 414.98 .

4.1.2 Rent increases. Beginning on the first day of July 2018, and annually thereafter, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers (CPI-U), all items (1982-84 = 100) for the U.S. City Average (Table 10, Northeast Urban areas, Size A – more than 1,500,000), June to June, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in August of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the

Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before September 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen percent (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be

placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and

workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject

to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another

governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT**; or (d) claims resulting from any act or

omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating

area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY,** would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or

companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein

contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided

otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such

proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all subleases of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder. Additionally, all approved transferees, subleases or assignees shall be required to register their aircraft as "based" at the Biddeford Municipal Airport (B19) if such aircraft will be located at the Biddeford Municipal Airport for a cumulative period of One Hundred and Eighty (180) days or more, within any twelve month period.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13, for the first 30 days or until a new lease is signed, whichever occurs first. The new owner(s), will be required to enter into a new Lease Agreement with the City for the leased premises within the first 30 days of taking ownership.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the

Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:

_____
_____
_____
_____

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

By:
Airport Manager
Kristopher Reynolds 12/27/18

CITY OF BIDDEFORD, MAINE

By:
City Manager James A. Bennett

TENANT

By:

By:
Len Pelow 12/27/18

City of Biddeford, Maine

205 Main St. P.O. Box 586, Biddeford, Maine 04005

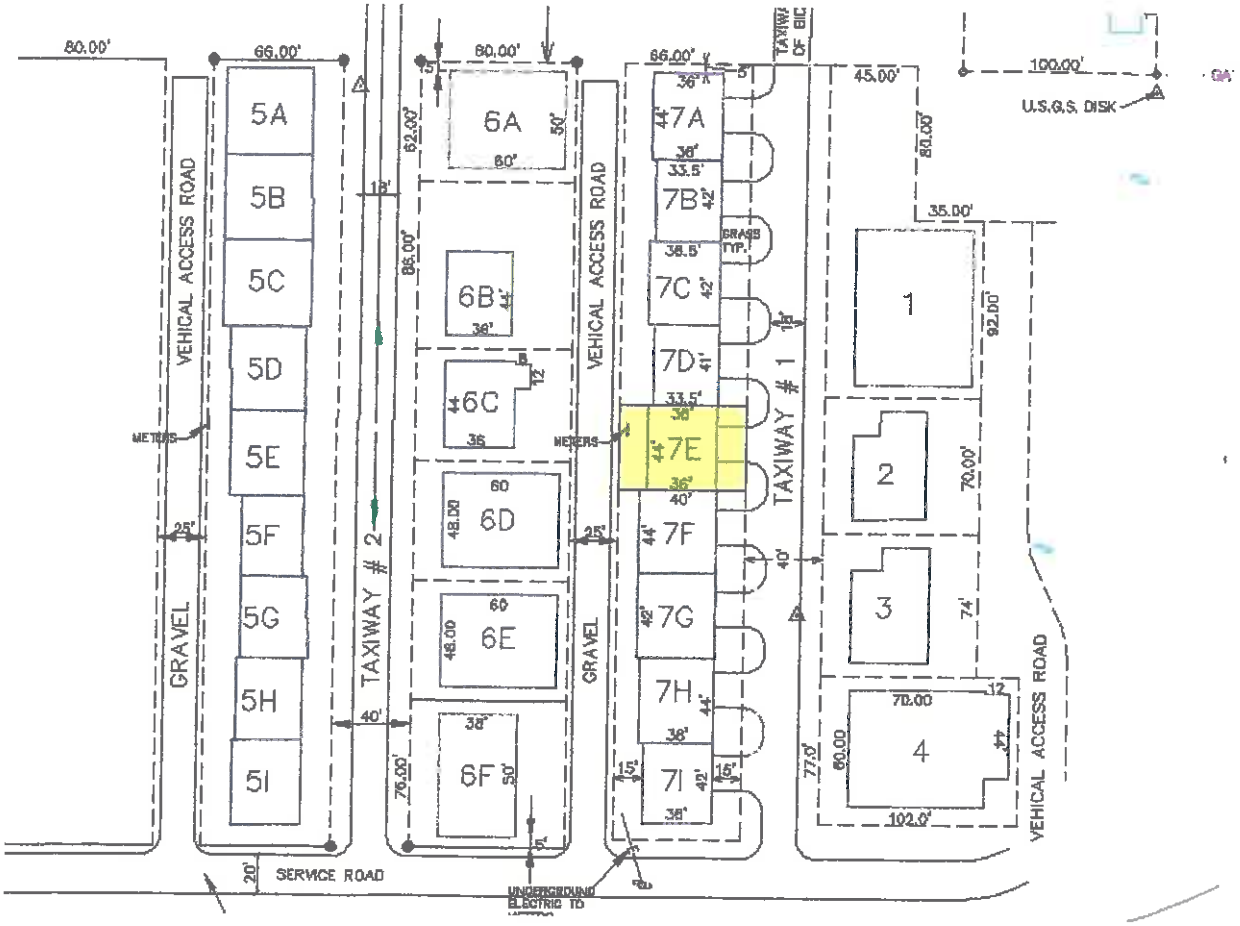
Exhibit A

Hangar 110 / Lot 7E

Property Location: 87 Landry Street #110, Biddeford, Maine 04005

Lot Size:

44' x 66' = 2,904 sq. ft.



CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Adopted: March 1, 2018

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 2 day of JANUARY 20 19, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and ROLAND BELAIR, with a mailing address of P.O. BOX 1601, SCARBOROUGH, ME 04070 (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2,772 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however,

that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any non-aeronautical business, for residential or non-aeronautical commercial use, or for non-aeronautical storage or non-aeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**. **TENANT** may make a written request to perform FBO services, during the Lease term provided, that the Lease is not in default. The **CITY** shall have sole discretion to accept or reject **TENANT's** request. If the City grants **TENANT** request that it conduct FBO service(s), **TENANT shall** provide such service at its own cost and expense and shall comply will all applicable conditions imposed by the City including the Minimum Standards and Rules and Regulations and policies in effect on the date of this Agreement, as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. **TENANT** recognizes and agrees the **CITY** may revoke such consent at its sole discretion.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall be effective as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term ending on June 30, 2028

3.1.2 **TENANT** shall pay annual rent to the **CITY** during the Term of this Lease as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to any applicable rent increase as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent; based on the square footage of the Leased Premises, as shown on Exhibit A, multiplied by the per square foot rate of $0.1429 determined at the time of the execution of this Agreement; for the fixed rent amount of $396.12 .

4.1.2 Rent increases. Beginning on the first day of July 2019, and annually thereafter, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers (CPI-U), all items (1982-84 = 100) for the U.S. City Average (Table 10, Northeast Urban areas, Size A – more than 1,500,000), June to June, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in August of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the

Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before September 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen percent (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be

placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and

workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject

to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another

governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT**; or (d) claims resulting from any act or

omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating

area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY,** would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or

companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein

contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided

otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such

proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all subleases of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder. Additionally, all approved transferees, subleases or assignees shall be required to register their aircraft as "based" at the Biddeford Municipal Airport (B19) if such aircraft will be located at the Biddeford Municipal Airport for a cumulative period of One Hundred and Eighty (180) days or more, within any twelve month period.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13, for the first 30 days or until a new lease is signed, whichever occurs first. The new owner(s), will be required to enter into a new Lease Agreement with the City for the leased premises within the first 30 days of taking ownership.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the

Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:

_____
_____
_____
_____

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

By:
Airport Manager
Kristopher Reynolds

CITY OF BIDDEFORD, MAINE

By: James Bennett
City Manager

TENANT

By:

By:
ROLAND BELAIR

City of Biddeford, Maine

205 Main St. P.O. Box 586, Biddeford, Maine 04005

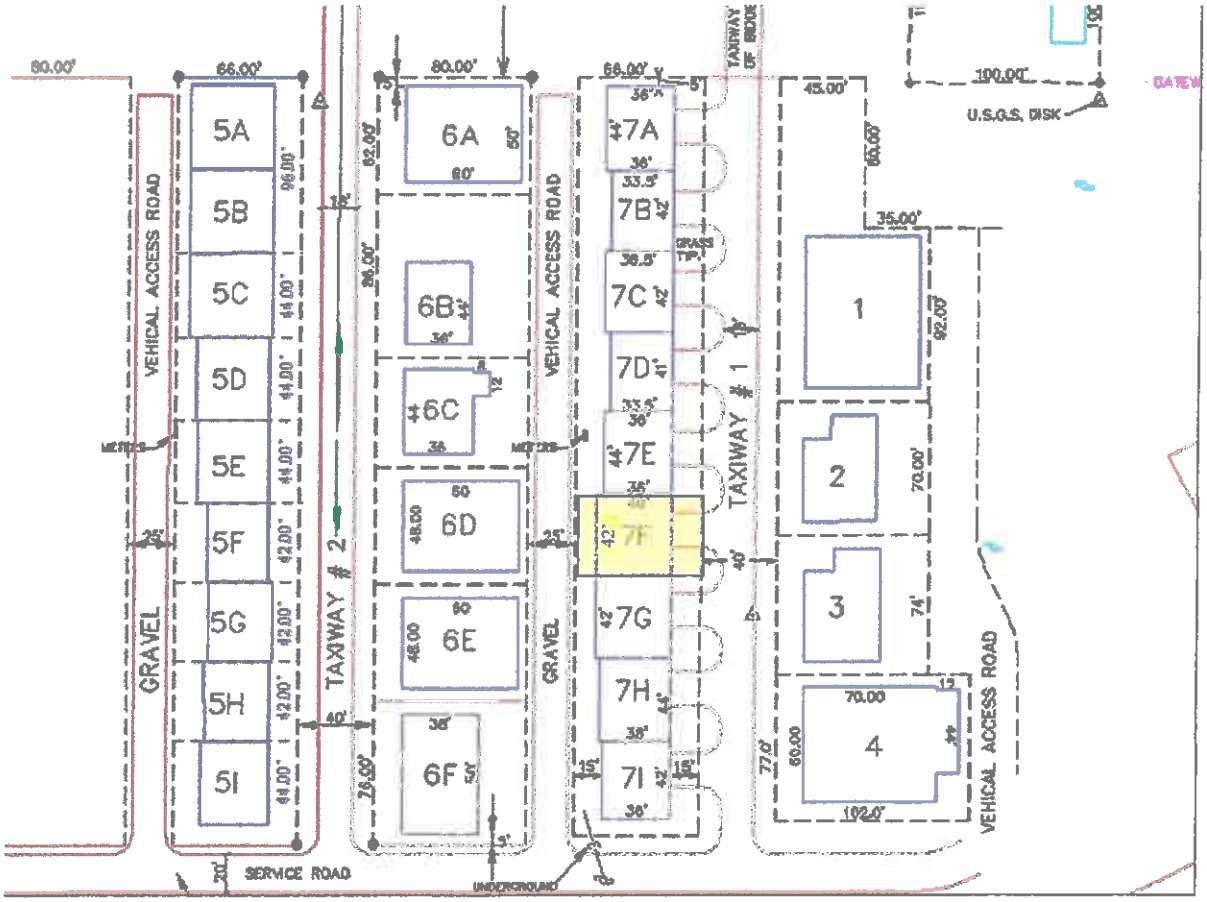
Exhibit A

Hangar 108 / Lot 7F

Property Location: 87 Landry Street #108, Biddeford, Maine 04005

Lot Size:

42' x 66' = 2,772 sq. ft.



CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Adopted: March 1, 2018

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 2 day of JANUARY 20 19, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and GERALD POLAKEWICH, with a mailing address of 2 ROMEO LANE, BIDDEFORD, ME 04005 (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2,772 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however,

that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any non-aeronautical business, for residential or non-aeronautical commercial use, or for non-aeronautical storage or non-aeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**. **TENANT** may make a written request to perform FBO services, during the Lease term provided, that the Lease is not in default. The **CITY** shall have sole discretion to accept or reject **TENANT's** request. If the City grants **TENANT** request that it conduct FBO service(s), **TENANT shall** provide such service at its own cost and expense and shall comply will all applicable conditions imposed by the City including the Minimum Standards and Rules and Regulations and policies in effect on the date of this Agreement, as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. **TENANT** recognizes and agrees the **CITY** may revoke such consent at its sole discretion.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall be effective as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term ending on June 30, 2028

3.1.2 **TENANT** shall pay annual rent to the **CITY** during the Term of this Lease as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to any applicable rent increase as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent; based on the square footage of the Leased Premises, as shown on Exhibit A, multiplied by the per square foot rate of $0.1429 determined at the time of the execution of this Agreement; for the fixed rent amount of $396.12 .

4.1.2 Rent increases. Beginning on the first day of July 2019, and annually thereafter, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers (CPI-U), all items (1982-84 = 100) for the U.S. City Average (Table 10, Northeast Urban areas, Size A – more than 1,500,000), June to June, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in August of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the

Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before September 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen percent (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be

placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and

workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject

to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another

governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT;** or (d) claims resulting from any act or

omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT,** as used in this Section 5.9, shall mean and include the named **TENANT,** or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT,** over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating

area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY,** would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or

companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 **CITY**'s Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT,** by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein

contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided

otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such

proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all subleases of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder. Additionally, all approved transferees, subleases or assignees shall be required to register their aircraft as "based" at the Biddeford Municipal Airport (B19) if such aircraft will be located at the Biddeford Municipal Airport for a cumulative period of One Hundred and Eighty (180) days or more, within any twelve month period.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13, for the first 30 days or until a new lease is signed, whichever occurs first. The new owner(s), will be required to enter into a new Lease Agreement with the City for the leased premises within the first 30 days of taking ownership.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the

Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:

_____
_____
_____
_____

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

By:
Airport Manager
Kristopher Reynolds
1/8/19

By:
GERALD F. POLAKIEWICH

CITY OF BIDDEFORD, MAINE

By: James Bennett
City Manager

TENANT

By:

City of Biddeford, Maine

205 Main St. P.O. Box 586, Biddeford, Maine 04005

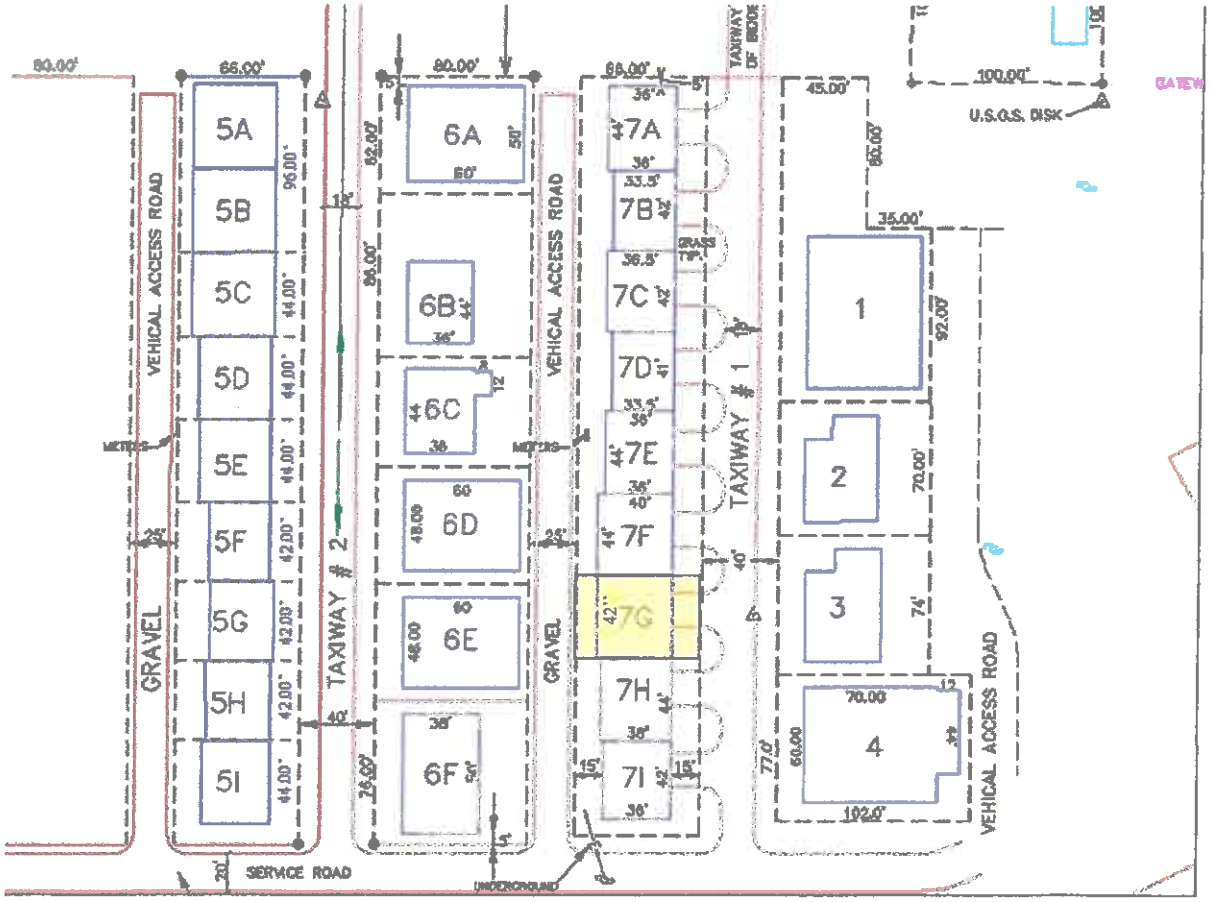
Exhibit A

Hangar 106 / Lot 7G

Property Location: 87 Landry Street #106, Biddeford, Maine 04005

Lot Size:

42' x 66' = 2,772 sq. ft.



D

ASSIGNMENT OF LEASE

This Assignment made May 1, 2011, by Corey Jacques, of 98 Heath Road, Saco, Maine as assignor, to Thomas J. Sinclair of 7 Church Lane, Kennebunkport, Maine, as assignee.

For value received, assignor assigns and transfers to assignee that lease, dated November 22, 2009, executed by assignor as lessee and by the City of Biddeford, of Biddeford, Maine, as lessor, of the following described premises: Lot 7-H, 87 Landry Street, #104, Biddeford Municipal Airport, together with all the assignor's right, title and interest in and to the lease and premises, subject to all the conditions and terms contained in the lease, to have and to hold from the date of this assignment, until the term of the lease expires. A copy of the lease is attached hereto and made a part hereof by reference.

Assignor covenants that it is the lawful and sole owner of the interest assigned here under: that this interest is free from all encumbrances; and that he has performed al duties and obligations and made all payments required under the terms and conditions of the lease.
Assignee agrees to pay all rent due after the effective date of this assignment, and to assume and perform all duties and obligations required by the terms of the lease.

STATE OF MAINE
COUNTY OF YORK

On this 3RD day of May, 2011.

IN WITNESS WHEREOF, the parties have hereunto set their hand the day and date just above written.

Fay E. Dumas
WITNESS

Corey Jacques, Assignor

Fay E Dumas
WITNESS

Thomas J. Sinclair, Assignee

CONSENT OF LESSOR

The City of Biddeford as lessor named in the above assignment of lease executed on May 1, 2011 does hereby consent to that assignment.

The City of Biddeford also consents to the agreement by assignee to assume on and after the date of assignment, the payment of rent and performance of all duties and obligations as set forth in the lease, including the payment of rent, and accept assignee as lessee in the place of Corey Jacques as lessee and assignor.

On this 3RD day of May, 2011.

Fay E. Dumas
WITNESS

CITY OF BIDDEFORD, Lessor

By: _____
Its City Manager,
Hereunto duly authorized.

CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires on
November 21, 2019

Adopted: February 3, 2009

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 22nd day of NOVEMBER 2009, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and COREY JACQUES, with a mailing address of SACO, MAINE, (the "TENANT").

WITNESSETH:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2900 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of $292.63 for the period from the Lease Commencement date through the following December 31.

4.1.2 Rent increases. Beginning on the first day of January following the Rent Commencement Date, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in February of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before April 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days

prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior,

structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT**'s storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY**'s demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT**, upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT.**

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT**; or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT**, as used in this Section 5.9, shall mean and include the named **TENANT**, or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY's** roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT's** improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the

provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY**. The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a

foreclosure action against the **CITY**. This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its

entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT**;

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY**. In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY**, and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT**. In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT**, and such default shall not have been cured during such thirty (30) day period by the **TENANT**. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY**. **TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of

improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY's** option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT**, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used

for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT,** its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall

include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:
COREY JACQUES
98 HEATH ROAD
SACO, ME 04072

or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this

Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY**'s consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

Fay E. Dumas

CITY OF BIDDEFORD, MAINE

By:
Its City Manager

TENANT

John K Bay

By: 4/18/11

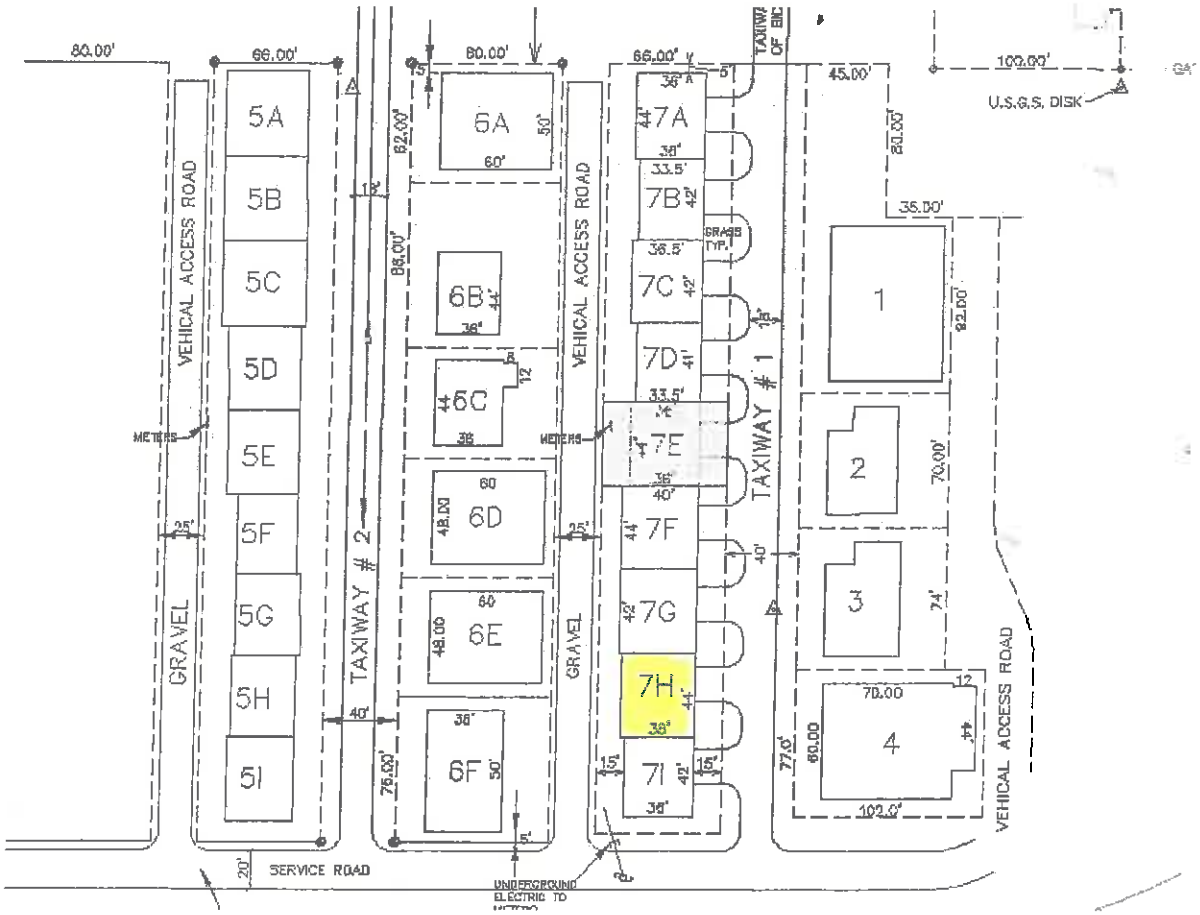
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 7E

44' x 66' = 2,904 sq. ft.



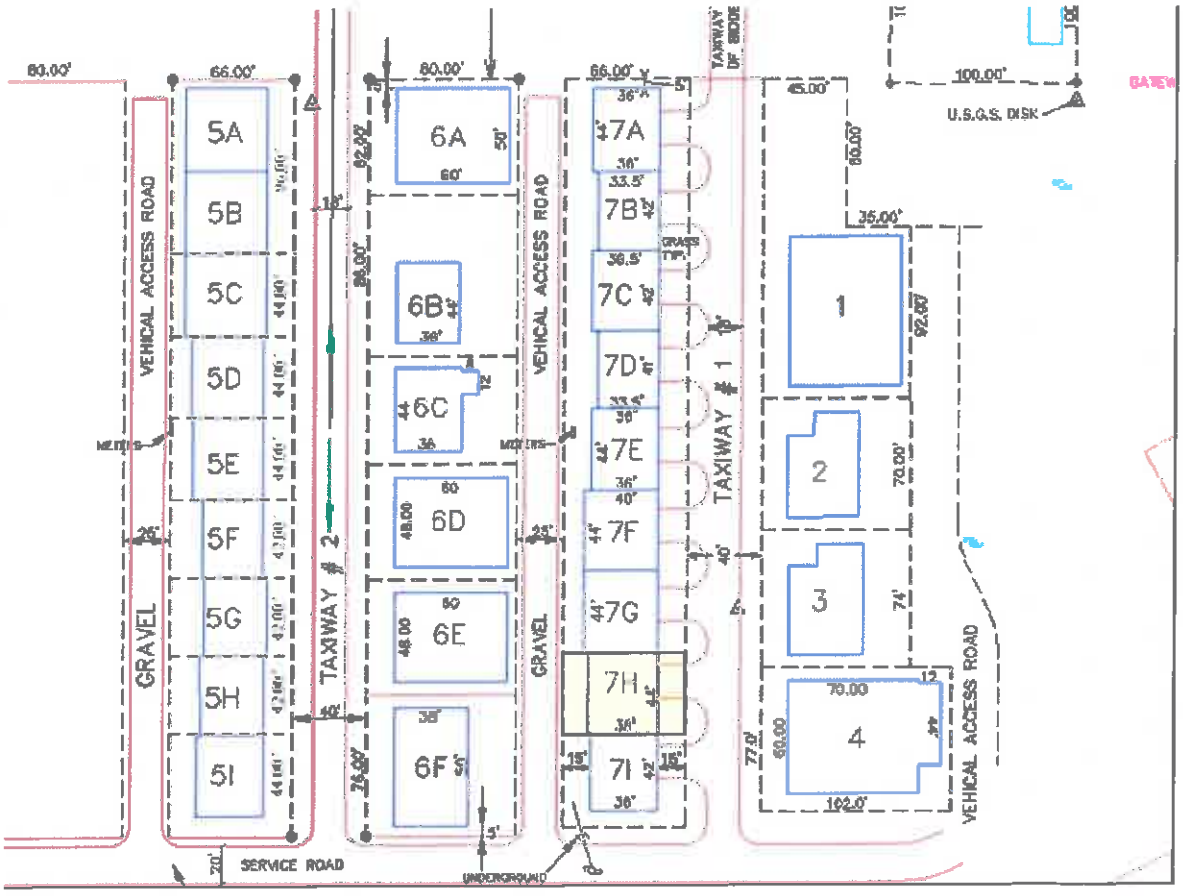
City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 7H

44' x 66' = 2,904 sq. ft.



Biddeford Municipal Airport

Ground Lease Rate History Supplement

Lot #:	7-H
Tenant:	Corey Jacques
Original lease expiration:	November 22, 2009

2008	$281.93
2009	$292.63
2010	$292.95
2011	$296.89

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CITY OF BIDDEFORD

Biddeford Municipal Airport

Ground Lease Agreement

Lease Expires on
August 25, 2025

Adopted: February 3, 2009

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 26th day of August 2015, by and between the **CITY OF BIDDEFORD,** a Maine municipal corporation, (the "**CITY**"), and John M. O'Donnell, with a mailing address of 368 Highland St. Weston, Massachusetts 02493, (the "**TENANT**").

W I T N E S S E T H:

WHEREAS, CITY owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "Airport").

WHEREAS, TENANT wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the Airport;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1. DESCRIPTION OF LEASED PREMISES

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2772 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

1.2 "AS IS" CONDITION.

TENANT takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE

2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit **TENANT** to establish or carry out any commercial activity from the **PREMISES** (See Section 2.1.4).

2.1.2 **TENANT** shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as **TENANT** may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by **TENANT** without the prior written consent of the **CITY**; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. **TENANT** covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, **TENANT** will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 **TENANT** shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the **TENANT**'s aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the **CITY** to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: **TENANT** shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the **CITY** prior to undertaking any commercial activities on the Premises

2.1.5 **TENANT** shall park his or her vehicle only in those areas designated for parking and only when using the Airport, **TENANT**'s hangar or **TENANT**'s aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, **TENANT** shall obtain, at **TENANT**'s own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 **TENANT** agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the **CITY**.

ARTICLE 3 - TERM

3.1 INITIAL TERM; RENT COMMENCEMENT DATE

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2014, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 **TENANT** shall pay rent to the **CITY** during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as **TENANT** has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. **TENANT** shall provide **CITY** with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. **CITY** shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by **TENANT** with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

3.3 HOLDING OVER

3.3.1 In the event **TENANT** shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without **CITY**'s written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by **CITY** or **TENANT** by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

ARTICLE 4 - RENTALS, FEES AND RECORDS

4.1 FIXED RENT

4.1.1. Fixed annual rent. **TENANT** agrees to pay **CITY**, a fixed rent of __$331.66___ for the period from the July 1, 2014 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2014.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

4.2 RENEWAL RENT

In the event **TENANT** wishes to renew this Lease as provided in Section 3.2 above, **TENANT** shall provide the **CITY** with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, **CITY** shall provide **TENANT** with documentation as to those current rents and adjustments.

4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the **CITY** may direct in writing from time to time.

4.3.2 **TENANT** shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

4.4 DELINQUENT RENTALS

There shall be added to all sums which the **TENANT** is required to pay hereunder (whether as rental or otherwise) to **CITY** and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the **CITY** generally, including without limitation, interest on unpaid real or personal property taxes.

ARTICLE 5 - OBLIGATIONS OF TENANT

5.1 NET LEASE

The use and occupancy of the Leased Premises by **TENANT** will be without cost or expense to **CITY** and all rent payable hereunder shall be net to the **CITY.** It shall be the sole responsibility of **TENANT** to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at **TENANT**'s sole cost and expense, except as otherwise explicitly stated herein.

5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, **TENANT** shall design and construct, at **TENANT**'s own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. **TENANT**'s proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. **TENANT** shall pay for and obtain all required Federal, State, County and **CITY** permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable **CITY** ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 **TENANT** shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event **TENANT** is unable to obtain any required Federal, State or Local approvals and

permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

5.3 MAINTENANCE AND OPERATIONS

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT. TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State of Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations

enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, **TENANT** shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 **TENANT** shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. **CITY** reserves the right to require **TENANT** to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. **TENANT** shall defend, indemnify and hold the **CITY** harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from **TENANT's** storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 **TENANT** shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that **TENANT** does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, **CITY** reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to **TENANT**. In the event **CITY** undertakes any such obligation or pays such cost hereunder, **TENANT** shall repay the **CITY** all such amounts immediately upon **CITY's** demand therefor. Nothing herein shall prevent or prohibit the **CITY** from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 **CITY**, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the **TENANT**, but the **CITY** reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, **CITY** shall notify the **TENANT** that such inspection occurred within a reasonable time thereafter. **TENANT** shall provide **CITY** with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 **CITY** or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and **TENANT,** upon notice by **CITY** to **TENANT** shall be required to perform whatever repair and maintenance **CITY** deems reasonably necessary. If said repair and maintenance is not undertaken by **TENANT** within thirty (30) days after receipt of written notice, **CITY** shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by **TENANT** as additional rent to be paid to **CITY** immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, **CITY** may undertake such repairs as it deems reasonably necessary and charge the cost thereto to **TENANT** as additional rent to be paid to **CITY**, without regard to any notice requirement herein. No waste shall be

committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

5.5 UTILITIES

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to TENANT during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, TENANT shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and TENANT shall pay for any and all service charges incurred there from. The TENANT must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. TENANT agrees to relocate at its expense any utility service if CITY determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS

5.6.1 TENANT agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to TENANT irrespective of this section.

5.6.2 TENANT acknowledges that CITY has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that CITY shall provide TENANT with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects TENANT or any subtenant of TENANT.

5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION

5.7.1 The TENANT, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to TENANT's operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the

Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT, CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT's** non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

5.9 ENVIRONMENTAL STATUTES

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the

Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT**'s use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT**; or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT**'s use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT**, as used in this Section 5.9, shall mean and include the named **TENANT**, or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

ARTICLE 6 - OBLIGATIONS OF CITY

6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT's** access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

ARTICLE 7 - CITY'S RESERVATIONS

7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT's** improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no

further obligations financial or otherwise to **TENANT**.

7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, **CITY** shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. **CITY** shall have no further obligations financial or otherwise to the **TENANT**.

ARTICLE 8 - INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION

8.1.1 To the fullest extent permitted by law, **TENANT** agrees to defend, indemnify, and save forever harmless the **CITY**, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of **TENANT**'s use or occupancy of the Leased Premises; **CITY** shall give to **TENANT** prompt and reasonable notice of any such claims or actions, and **TENANT** shall have the right to investigate, compromise and defend the same; and provided further, that **TENANT** shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of **CITY**, its officers, agents or employees. **TENANT** as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named **TENANT**, and anyone for whose act **TENANT** may be legally liable.

8.1.2 **TENANT** shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against **CITY** or in which **CITY** may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. **CITY** shall have the right to participate in such suits and no action shall be settled without prior consent of the **CITY**. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the **CITY** that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If **TENANT** is required to obtain workers compensation coverage under Maine law, **TENANT** agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the **CITY.** The provisions of this Article 8 and the obligations of **TENANT** hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall **CITY** be liable to **TENANT** or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

8.2 LIEN INDEMNIFICATION

Throughout the term of this Lease, **TENANT** shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by **TENANT**. **TENANT** may in good faith, however, contest the validity of any alleged lien. **TENANT** shall defend and indemnify and hold the **CITY** harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the **CITY**. So long as **TENANT** defends **CITY** in any action concerning any such lien, **TENANT** shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the **CITY.** This provision shall survive termination or expiration of this Lease Agreement. **CITY** may, at its sole discretion, pay any amounts secured by any such lien and in such case, **TENANT** shall repay all such payments to **CITY** immediately upon **CITY**'s demand therefor.

8.3 INSURANCE

8.3.1 Without expense to the **CITY**, and with no lapse in coverage, **TENANT** shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 **TENANT** and the **CITY** understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and **CITY** reserves the right to amend the minimums as needed throughout the term of this Lease. **TENANT** agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the **CITY**, **TENANT** shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the **CITY** may reasonably require, covering such construction. Said insurance shall protect **TENANT** and **CITY** from any claims or damages arising out of or resulting from such construction or renovations, and shall name the **CITY** as an additional insured thereon. In addition to the foregoing, **TENANT** shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the **CITY** as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that **CITY** may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of **TENANT** in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the **CITY** prior to the execution of this Lease Agreement and annually thereafter. **TENANT** shall at all times during the term of this Lease Agreement provide **CITY** with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be **TENANT**'s responsibility throughout the term of this Lease to provide or have

provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time **TENANT** should fail either to obtain or to maintain in force the insurance required herein, the **CITY** shall notify **TENANT** of its intention to purchase such insurance for **TENANT**'s account; and, if **TENANT** has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the **CITY** may effect such insurance by taking out policies in companies satisfactory to the **CITY**. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the **CITY** shall be payable by **TENANT** as additional rental immediately upon demand therefor by CITY.

ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by **TENANT** and paid for with **TENANT**'s insurance proceeds; and, if such proceeds are insufficient for such purposes **TENANT** shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then **TENANT** may terminate this Agreement by written notice to **CITY** within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, **TENANT** shall return the Premises to **CITY** restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If **TENANT** does not provide notice of such termination, **TENANT** shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

ARTICLE 10 - CONDEMNATION

10.1 **CITY** agrees to give prompt written notice to **TENANT** of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which **CITY** has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to **CITY** and payments allocable to **TENANT**'s leasehold interest and improvements shall be paid to **TENANT.**

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs **TENANT**'s conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as **TENANT** is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit **TENANT** to use the Premises as provided herein for a period of ninety (90) days or more, at the

conclusion of said ninety (90) day period, **TENANT** may, in its discretion, give **CITY** a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. **TENANT**'s obligation to pay rent hereunder shall be suspended during any temporary taking during which **TENANT** is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent **TENANT** is able to continue its operations hereunder from the Premises or from an alternative site, the **TENANT** shall continue to pay the fixed rent based upon the square footage then available to **TENANT**.

ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The **CITY**, in addition to any other rights to which it may be entitled by law, acting by and through its **CITY MANAGER**, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

(a) To the extent permitted by law, the filing by **TENANT** of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of **TENANT**'s assets;

(b) To the extent permitted by law, the entry of an order for relief against the **TENANT**, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the **TENANT**;

(c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of **TENANT** or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;

(d) To the extent permitted by law, the appointment of a receiver or trustee of **TENANT**'s assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;

(e) The voluntary abandonment by **TENANT** of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or

(f) The material breach by **TENANT** of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the **TENANT** to comply with the Minimum Standards, **TENANT**'s use of the premises in a manner prohibited under this Lease, or the failure of **TENANT** to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. **TENANT**, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;

(b) Subject to **TENANT**'s obligation to restore or repair the Premises under Article 9 above, the inability of **TENANT** to use said Leased Premises and Airport facilities due to war,

earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from **TENANT;**

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or

(e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by **CITY**. In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY,** and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by **TENANT**. In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT,** and such default shall not have been cured during such thirty (30) day period by the **TENANT.** If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY. TENANT** shall remove all buildings,

fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to **CITY** at no cost to **CITY** and in such case, **TENANT** shall provide **CITY** of notice of such offer at least ninety (90) days prior to termination of this Agreement. **CITY** shall notify **TENANT** in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, **TENANT** shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of **TENANT** hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the **TENANT** elects, and **CITY** agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at **CITY**'s option, the **CITY** may take title or require removal of improvements, alterations and additions made by **TENANT** in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless **CITY** has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event **TENANT** fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in **CITY** on the thirty-first (31st) day after the date of such termination or expiration, and **CITY** may dispose of such buildings, fixtures and personal property as it sees fit, in **CITY** discretion, and retain any proceeds from such disposal. In the event **CITY** incurs a net loss for such disposal, **TENANT** shall be liable to **CITY** for reimbursement of such loss.

ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING

13.1 The **TENANT** shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to **TENANT** hereunder, without the prior written consent of the **CITY**, which approval shall be at the **CITY**'s sole discretion. **CITY** reserves the right to review the form of all such proposed transfers. **TENANT** shall notify **CITY** annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon **CITY**'s request. **CITY** further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, **TENANT** shall continue to be liable to **CITY** for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at **CITY**'s option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT

14.1.1 **TENANT,** by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT,** and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY's** demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

14.2 QUIET ENJOYMENT

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

14.3 AGREEMENTS WITH FEDERAL GOVERNMENT

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

14.4 LICENSE FEES AND PERMITS

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

14.5 SECURITY AGREEMENT

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT's** responsibility, at its own cost and expense, to be in compliance with all existing

and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any breach of said security requirements by **TENANT**, its invitees, subtenants, or anyone for whose act **TENANT** may be liable.

14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which **TENANT** may have to a trial by jury. Notwithstanding the foregoing, **TENANT** and **CITY** may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

CITY:

City Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Airport Manager
City of Biddeford
P.O. Box 586
Biddeford, ME 04005

TENANT:
John M. O'Donnell
368 Highland St.
Weston, Massachusetts 02493

Or such place as either party shall designate in writing.

14.10 ENTIRE AGREEMENT

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

14.11 NON-WAIVER

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by **CITY** of any rent with knowledge of any breach of this Lease Agreement by **TENANT** or of any default by **TENANT** in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by **TENANT** shall require the consent or approval of **CITY, CITY's** consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

14.12 REMEDIES CUMULATIVE

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

14.13 TIME OF ESSENCE

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

14.14 FORCE MAJEURE

Neither the **CITY** nor **TENANT** shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

14.15 PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.16 MEMORANDUM OF LEASE

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between **CITY** and **TENANT** shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

14.17 SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of **TENANT** in violation of any other provisions contained in this Lease Agreement.

14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST

The **CITY** may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

CITY OF BIDDEFORD, MAINE

By:
Its City Manager

TENANT

By: John M. O'Donnell



City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

Exhibit A

Hanger 7I

42' x 66' = 2,772 sq. ft.

