

Cumberland County

27 Northport Dr
Portland, ME 04103



Agenda - Final

Monday, September 15, 2025

5:30 PM

The Board meets on the third Monday of each month at 5:30pm in the Sebago Lake Room unless otherwise noted.

Board of Commissioners

District 3 - Chair Stephen Gorden

District 1 - Jean-Marie Caterina

District 2 - Tom Tyler

District 4 - Patricia Smith

District 5 - James Cloutier

CALL TO ORDER**CALL TO ORDER****ATTENDANCE****PLEDGE OF ALLEGIANCE****APPROVAL OF THE MINUTES**

[CD 25-021](#) Approval of the minutes, July 21, 2025 meeting of the Board of Commissioners

Attachments: [2025.07.21 Minutes Meeting](#)

[CD 25-022](#) Approval of the minutes, September 2, 2025, workshop meeting of the Board of Commissioners

Attachments: [2025.09.02 Minutes Workshop](#)

INFORMATIONAL REPORT/PRESENTATIONS

Public Comment Period will be conducted after New Business

CONSENT AGENDA

[25-089](#) Sheriff's Office Commissions July 2025

Attachments: [Commission Memo July 2025](#)

[25-090](#) Authorize the Sheriff's Department to submit a FY2026 Municipal and County Speed Enforcement Grant request to the Maine Bureau of Highway Safety.

Attachments: [PP - SO Grant Request for Speed Enforcement](#)
[B - Grant Authorization-Speed Grant-07-25-2025](#)

[25-091](#) Authorize the County Manager to execute the Eleventh Amendment to the Health Services Agreement between Armor Health and Cumberland County.

Attachments: [PP - Armor Eleventh Amendment to Contract for MAT](#)
[11th Amendment to the Armor Contract for MAT nurse July 2025](#)

- [25-092](#) Authorization for the Cumberland County Emergency Management Agency to submit a grant application on behalf of Cumberland County to DartDRONES to host a private onsite training at no cost.

Attachments: [Position Paper - DARTdrones Grant](#)
[DARTdrones Public Safety Grant Application -Flight School \(1\)](#)
[DARTdrones GRANT AUTHORIZATION FORM](#)

NEW BUSINESS

- [25-093](#) Authorization for the County Manager to submit the County's 2024/25 Consolidated Annual Performance Evaluation Report (CAPER) to the Department of Housing and Urban Development.

Attachments: [Position Paper - CAPER 2024](#)
[2024 DRAFT CAPER](#)

- [25-094](#) Approval of the HOME-ARP Funding Recommendations. First Public Hearing on September 15, 2025 and Final Public Hearing on October 20, 2025.

Attachments: [PP - HOME-ARP Projects](#)
[2025 Recommended HOME-ARP Projects](#)

- [25-095](#) Appointment of the following elected officials to the County's 2025/26 Finance Committee for a three-year term. To be name in session.

Attachments: [PP - Finance Committee Caucus 2025](#)
[B - 2025-26 Finance Committee Appointments](#)

- [25-096](#) Adoption of Successor Collective Bargaining Agreement with the Cumberland County Teamsters Local 340 Law Enforcement 2025 - 2028. (Executive Session Optional Prior to Vote)

Attachments: [2025 PP- Law Enforcement](#)
[PP - Adoption Local 340 LE 25-28](#)
[PP - Executive Session Language - Law Enforcement](#)
[Teamsters Law Enforcement CBA - Redline July 1 2025 - June 30 2028](#)

- [25-097](#) Authorize the establishment of a County Fire/EMS Advisory Committee.

Attachments: [PP - Fire EMS Advisory Committee](#)
[Regional Training Advisory Committee](#)

[25-098](#) Appointment of the following Chief Fire Officers to the County Fire/EMS Advisory Committee.

Attachments: [PP - Fire EMS Appointments to Advisory Committee](#)

[25-099](#) Appointment of the following slate of Cross Insurance Arena Trustees to a three-year term.

Attachments: [PP - CIA Trustee District Appointments Sept 2025](#)

[25-100](#) Authorize the County Manager to sign a 5-year lease with PowerPlay LLC (Maine Mariners Hockey)

Attachments: [PP - PowerPlay LLC Lease](#)
[CLEAN Final Redline Lease Hockey Sept 9 2025](#)
[Final Redline Lease Hockey Sept 9 2025](#)

[25-101](#) Adopt the County Commissioners Public Participation Policy effective immediately.

Attachments: [PP - Participation Plan Policy Sept 2025](#)
[B - Final County Commissioner Public Comment Policy 2025](#)
[Public Comment Guidance - Final - Updated 7-15-25](#)
[Tabulation of Public Comment for Towns](#)

COMMENTS FROM THE PUBLIC

The Board Chair will limit comments to three (3) minutes per speaker.

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE COUNTY COMMISSIONERS

Next Meeting: Monday, October 20, 2025

ADJOURNMENT



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: CD 25-021

Agenda Date: 9/15/2025

Title:

Approval of the minutes, July 21, 2025 meeting of the Board of Commissioners

Background and Purpose of Request:

Review and approve the attached minutes.

Staff Contact: Katharine Cahoon, Executive Dept



Cumberland County

Board of Commissioners

Meeting Minutes - Action Results

The Board meets on the third Monday of each month at 5:30pm in the Sebago Lake Room unless otherwise noted.

Monday, July 21, 2025

5:30 PM

**Sebago Meeting Room, 27 Northport
Dr, Portland ME 04103**

CALL TO ORDER

The Board of Commissioners met for their regularly scheduled meeting at the Cumberland County Courthouse in the Sebago Lake Conference Room, the meeting was called to Order by Chair Stephen Gorden at 5:31 PM.

ATTENDANCE

County Staff:

James Gailey, County Manager
Alex Kimball, Deputy County Manager
Amy Jennings, Director of Human Resources
Don Goulet, Human Resources Director
Katharine Cahoon, Admin and Special Projects
Kevin Joyce, County Sheriff
Brian Pellerin, Chief Deputy

Present: 5 - Chair Stephen Gorden, Vice Chair Patricia Smith, Commissioner Jean-Marie Caterina, Commissioner Tom Tyler, and Commissioner James Cloutier

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

[CD 25-019](#) Approval of the minutes, June 16, 2025, meeting of the Board of Commissioners

A motion was made by Commissioner Caterina, seconded by Commissioner Cloutier, that this Minutes Report be APPROVED. The motion carried by a unanimous vote.

INFORMATIONAL REPORT/PRESENTATIONS

There were no Informational Reports.

Commissioner Smith stated that there was a listening session on July 9, 2025 that was held with the public that was attended by her, Commissioner Cloutier and County Manager Jim Gailey to receive the public's concern. The listening session had two Commissioners present and was not a public meeting requiring a notice, it was a listening session where information was received and no action was taken.

COMMENTS FROM THE PUBLIC

The Board Chair will limit comments to three (3) minutes per speaker.

Commissioner Smith stated that there was a listening session that was held with the public that was attended by her, Commissioner Cloutier and County Manager Jim Gailey to receive the public's concern. The listening session had two Commissioners present and was not a public meeting requiring a notice, it was a listening session where information was received and no action was taken.

Prior to opening the public comment period, Chair Gorden reviewed the procedures for receiving public comment stating that if the procedures were not reasonably followed, that the meeting would be recessed.

Public Comment Period was opened at 5:36 pm, a short 10 minute break around 7:00 pm and Chair Gorden closed the Public Comment Period around 7:55 pm by officially recessing the meeting around 8:13 pm.

The following members from the public spoke regarding their concerns about the Jail Inmate contract between Cumberland County and the Federal Government, specifically the operation of the Immigration and Customs Enforcement (ICE) in the community. The following speakers voiced their opposition to the Federal Government contract citing concerns about ICE operations and human rights abuses similar to Nazi occupied Germany, the impact on the community particularly the wellbeing of children; the moral and ethical violations; and that the contract does not align with the values of the community.

Deborah McNally, Portland; Todd Creech, Portland; Roger Bishop, Cape Elizabeth; Margeaux Lavoie, Portland; Brody Wood, Maine; Ashley Schumacher, Freeport; John Vozella, Raymond; Marcia Salem, Cape Elizabeth; Laura Rosen, Portland; April Caricio, Maine; Issa Maldoon, Portland; Ken Winship, Falmouth; Jessie Maldoon, Portland; Jane Levis, Portland; Val, Gray; Jesse McCain, Maine; Streeta Ratoute, Portland; Kate Vaughn, Portland; Jennifer Bogs, Portland; Hector Frankian, Portland; Audriana Diaz, New Gloucester; Katherine Kilcullen, Portland; Heather, Limington; Cassidy Stevenson, Portland; Elyse, Portland; Melissa Man, Portland; Kelly, Portland; Teresa Lee, Portland; Glinis, Portland; Ally Day, Portland; Lucy Schulman, Portland; Em Burnett, Portland; Dela Murphy, Portland; Dugan Murphy, Portland; Claire, Portland; Elana Cohen, Portland; Sylvia Schwarz, Portland; Jessica Parks McKinney, Portland; Walks Tall Keith, Portland; Elle Darcy, Portland; Constantinos, North Yarmouth; Denise Schwarz, Scarborough; Malvina Gregory, Portland; Remy, Brunswick; Will, Brunswick; Erica, Portland; Stacia Brezinski, Portland;

Members from the public Nancy Marowitz, Portland, and Robert Krishmen, Portland; Portland, urged caution that cancelling the contract would have different consequences. They shared concerns that ICE would continue to make arrests and cancelling the contract would deprive arrested individuals from access to their families; access to local attorneys to get bond; and access to resources under a local regulated jail versus a private or out of state detention center.

CONSENT AGENDA**Approval of the Consent Agenda**

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, to approve the Consent Agenda. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

[25-062](#) Approve agreement for Law Enforcement Services by and between the Cumberland County Sheriff's Office, Board of County Commissioners and Maine School Administrative District #61 from August 2025 to June 2026.

This Order was APPROVED.

[25-063](#) Approve agreement for Law Enforcement Services by and between the Cumberland County Sheriff's Office, Board of County Commissioners and the inhabitants of the Town of Harrison for July 1, 2025 to June 30, 2026.

This Order was APPROVED.

[25-064](#) Approve agreement for Law Enforcement Services by and between Cumberland County, the Cumberland County Sheriff, and the inhabitants of the Town of Standish for July 1, 2025 to June 30, 2026.

This Order was APPROVED.

[25-065](#) Cumberland County Sheriff's Office Outside Agency Commissions April - May 2025

This Order was APPROVED.

[25-066](#) Cumberland County Sheriff's Office Outside Agency Commissions June 2025

This Order was APPROVED.

[25-067](#) Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Bridgton from July 1, 2025 - June 30, 2028.

This Order was APPROVED.

[25-068](#) Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Casco from July 1, 2025 - June 30, 2028.

This Order was APPROVED.

[25-069](#) Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Chebeague Island from July 1, 2025 - June 30, 2026.

This Order was APPROVED.

[25-070](#) Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and

the Town of Frye Island from July 1, 2025 - June 30, 2028.

This Order was APPROVED.

[25-071](#)

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Gorham from July 1, 2025 - June 30, 2028.

This Order was APPROVED.

[25-072](#)

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Harrison from July 1, 2025 - June 30, 2028.

This Order was APPROVED.

[25-073](#)

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Harpswell from July 1, 2025 - June 30, 2026.

This Order was APPROVED.

[25-074](#)

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Long Island from July 1, 2025 - June 30, 2028.

This Order was APPROVED.

[25-075](#)

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Naples from July 1, 2025 - June 30, 2028.

This Order was APPROVED.

[25-076](#)

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of New Gloucester from July 1, 2025 - June 30, 2028.

This Order was APPROVED.

[25-077](#)

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Pownal from July 1, 2025 - June 30, 2028.

This Order was APPROVED.

[25-078](#)

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Raymond from July 1, 2025 - June 30, 2028.

This Order was APPROVED.

[25-079](#)

Authorize the County Manager to sign the General Assistance contract between the Town of Raymond and Cumberland County.

This Order was APPROVED.

[25-080](#)

Authorize the County Manager to sign the 3-year Regional Assessing contract between the Town of Yarmouth and Cumberland County.

This Order was APPROVED.

[25-081](#)

Authorization for the County Manager to enter into a communications services contract between the Cumberland County Regional Communications Center and the Town of Baldwin from July 1, 2025 - June 30, 2028.

This Order was APPROVED.

[25-082](#)

Approval of a Two Year Contract Renewal between Cumberland County Jail and Dynamic Medical Works, LLC, for consultation services from October 1, 2025 to September 30, 2027.

This Order was APPROVED.

NEW BUSINESS

[25-083](#)

Adoption of Successor Collective Bargaining Agreement with the Cumberland County Communications Association January 1, 2025 - June 30, 2026.

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

[25-086](#)

Authorization for the County Manager or his designee to execute the Change Order between Landry French Construction and Cumberland County for the renovation of the old jail medical facility.

Commissioner Smith stated that Landry and French has done a great job with the project, and is glad that the county has the opportunity to use the contingency funds to transform the jail. Commissioner Cloutier added that Landry French have always been great partners and participated in extensive projects.

A motion was made by Vice Chair Smith, seconded by Commissioner Cloutier, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

25-087

Authorization for the County Manager to execute the Tenth Amendment to the Armor Heath of Cumberland County, LLC for Jail Medical Services.

Commissioner Smith stated that she is glad the county is committed to improving the jail operations and providing the medical support needed to make it a first rate jail through the medical insurance contract. Chair Gorden added that the cost of \$4.3 million for the medical insurance contract is big and the State of Maine will probably award counties \$4 million through their mandates.

A motion was made by Vice Chair Smith, seconded by Commissioner Cloutier, that the Order be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

COMMENTS FROM THE EXECUTIVE STAFF

Human Resources Director Amy Jennings stated that after tonight's meeting the Dispatch Agreement will be completed. The Teamsters Supervisor Corrections Agreement has been completed and the guidance has been implemented. There is a tentative agreement with the National Corrections Union, the Patrol agreement will be discussed in Executive Session tonight. Regarding hiring, as of August 4, there are 86 active correction officers compared to 2021. The new budget requires 97, and HR is focusing on hiring efforts. Commissioner Smith asked what year there were 58 corrections officers, HR Director Jennings stated it started in 2022.

Assistant County Manager Alex Kimball shared that it has been a pleasure to work with everyone. He stated that he is looking forward to watching the county grow in the future. He thanked the commissioners and stated that it's been an absolute pleasure to serve them.

County Sheriff Kevin Joyce stated that hiring continues and that he and some of his command staff are meeting with the Portland Adult Ed to help with hires that use English as a second language. He noted that it was unclear if reading comprehension could be preventing field officers from signing off on training of new hires because of the safety concerns.

COMMENTS FROM THE COUNTY MANAGER

County Manager Gailey spoke and acknowledged Assistant County Manager Alex Kimball's contributions, and congratulated him on his tenure with the county. County Manager Gailey stated that Deputy County Manager Kimball started in January of 2013 and departing from the county next Friday. He shared that Deputy County Manager Kimball was a fast learner and quickly knew the financial systems of the county better than anyone. County Manager Gailey stated that Deputy County Manager Kimball had a thorough understanding of each department and was an excellent mentor to him when he first started with the county as the Assistant County Manager. County Manager Gailey stated that Deputy County Manager Kimball's departure will be a loss for the county and he wished Deputy County Manager Kimball the best of luck.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Cloutier congratulated Deputy County Manager Kimball and wished him the very best. He noted that Deputy County Manager Kimball was a stabilizing factor upon being

hired. He stated that in addition to being a good resource, Deputy County Manager Kimball was always pleasant to work with. Commissioner Cloutier congratulated Deputy County Manager Kimball on returning to Bar Harbor and noted that 50 years ago he was a travel counselor and used to guide tourists. Commissioner Cloutier commented on the public comment period, could more information be gathered about Border Patrol and ICE detainees that are being brought into the Jail? Information should include who is being brought in and their probable cause, as the Board should be aware if misconduct is occurring. If the Board needs to act, they will have information to help guide their decision. Additionally, it might encourage public safety officers to go to New Hampshire instead of Cumberland County given the level of public exposure. He stated that the Board had entertained the idea of organizing a policy workshop for the Commissioners. He would like the Sheriff's Office and the University of Maine to attend regarding immigration law. He noted that there are many organizations that provide legal representation and counseling to people that have been detained at the jail. He would like to make those resources available to those detained if it's appropriate.

Commissioner Caterina stated that she worked with Deputy County Manager Kimball for less than six months and had heard nothing but good things about him. She congratulated him on his new transition to Bar Harbor. She commented on the public hearing period and stated that she hears them and supports Commissioner Cloutier's idea of having a policy workshop. The workshop would allow experts in the field to recommend a path forward. She stated that she is not happy with ICE and reminded the public that what goes up must come down and the world goes round and round. Commissioner Caterina suggested to the Board that when she was on the Scarborough Town Council, public comment period was limited to an hour.

Commissioner Tyler recalled that he met Deputy County Manager Kimball when he was Civic Center Trustee at Disney's Ice Escapades. He said that Deputy County Manager Kimball was always very helpful and very knowledgeable. Commissioner Tyler wished Deputy County Manager Kimball the best up in Down East. He stated that regarding the public comment received, he would like to have a workshop to hear more on the issue. He agreed with Commissioner Cloutier that by providing more legal representation, he would like to learn more about what's involved in the legalization process. He would like to hear more about the best way to help because he is unsure.

Commissioner Smith stated that Deputy County Manager Kimball represents institutional knowledge and has been a rock for the County. Commissioner Smith commented that she has watched Deputy County Manager Kimball mentor Finance Director Theresa Grover who is now on her own journey. Commissioner Smith stated that Deputy County Manager Kimball always does a great job and has always been very kind and knowledgeable. She noted the undertaking of 27 Northport, which was a massive project, was very successful thanks to his guidance. Commissioner Smith thanked Deputy County Manager Kimball for everything that he did and contributed to the County. Regarding the public comment period, Commissioner Smith stated that she is overall an idealist. She recommended that everyone should cut each other a little slack because it's a passionate issue that people get passionate about. She agreed with Commissioner Cloutier that it would be beneficial to learn more, especially knowing who is at the jail and their charges would be useful data to have. She noted that the Board is accountable for what is happening, there are a lot of unknowns, and the Board needs to know if people are coming weekly or daily or from other states to the County Jail. She

shared that the listening session was informative and there was a set amount of time. She would like to have a similar meeting and learn more from different people. She encouraged the Board to stay positive.

Chair Gorden shared that he appreciated the respect that the majority of the attendees showed, especially at the beginning. He noted that they showed sincerity and belief about what they believe happened. He agreed that the Board needs to see the other side of that issue, what kind of resources are being used already and are available. He asked the Sheriff if he had collected information based on the listening session. Sheriff Joyce confirmed that he collected some data, the average stay of an ICE inmate is 20.9 days. He confirmed that the Jail is also working very diligently with ILAP and USM Law School. The organizations are allowed access to inmates and the jail facilitates as much as possible with limited staff. They are also working with the ACLU, Zach Hayden, since the current administration began in January. Sheriff Joyce added that he has also been in contact with Mainers for Humane Immigration. He will start to gather the requested information and has already been working with ICE to for information regarding where inmates are from. Commissioner Cloutier asked if they receive a copy of the warrant, Sheriff Joyce confirmed that they do but the warrants differ in that they're sometimes signed by an ICE Investigator instead of a Justice of the Peace or Judge. Chair Gorden thanked the Sheriff for the information. Chair Gorden addressed Deputy County Manager Kimball and thanked him for his service. He also thanked Deputy County Manager Kimball, without Deputy County Manager Kimball, the county would not have County Manager Gailey. He addressed the public comment period and shared that the Board was attempting to take into consideration the public's concern. However, he felt discouraged because the public was losing respect for the Board and losing respect for themselves. He stated that he hoped the Board would be more connected moving forward.

EXECUTIVE SESSION

[25-084](#)

Authorization for the County Commissioners to enter into Executive Session pursuant to 1 M.R.S.A. §405(6)(A) for the County Manager's annual evaluation.

Time Into Executive Session:

8:40 pm

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Executive Session be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

Time out of Executive Session:

10:35 pm

A motion was made by Vice Chair Smith, seconded by Commissioner Tyler, that the Executive Session be CONCLUDED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

[25-085](#)

Authorization for the County Commissioners to enter into Executive Session in accordance with 1 M.R.S.A. §405 (6)(D) for the opportunity to discuss contract negotiations with the Teamsters Law Enforcement.

Time Into Executive Session:

8:40 pm

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Executive Session be APPROVED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

Time out of Executive Session:

10:35 pm

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Executive Session be CONCLUDED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

Next Meeting:

ADJOURNMENT

A motion was made by Stephen Gorden, seconded by Tom Tyler, to ADJOURN the meeting. The motion carried by a unanimous vote.



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: CD 25-022

Agenda Date: 9/15/2025

Agenda #:

Title:

Approval of the minutes, September 2, 2025, workshop meeting of the Board of Commissioners

Background and Purpose of Request:

Review and approve the attached minutes.

Staff Contact: Katharine Cahoon, Executive Dept



Cumberland County

Commissioner Workshop

Meeting Minutes - Draft

27 Northport Dr
Portland, Maine

Meeting Location: Sebago Lake

Tuesday, September 2, 2025

5:30 PM

27 Northport Dr
Portland, ME 04103

ROLL CALL

Present: 5 - Chair Stephen Gorden, Vice Chair Patricia Smith, Commissioner James Cloutier, Commissioner Jean-Marie Caterina and Commissioner Tom Tyler

EXECUTIVE SESSION

[REV 25-09](#) Cumberland County Board of Commissioners to enter into executive session pursuant to 1 M.R.S.A. §405(6)(E) for consultations between the Board and its attorney concerning the legal rights and duties.

Time Into Executive Session: 5:30pm

A motion was made by Commissioner Caterina, seconded by Commissioner Tyler, that the Workshop Document be DISCUSSED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina and Commissioner Tyler

No: 0

Time Out of Executive Session: 6:32 pm

A motion was made by Vice Chair Smith, seconded by Commissioner Caterina, that the Workshop Document be DISCUSSED. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Cloutier, Commissioner Caterina and Commissioner Tyler

No: 0

DISCUSSION

[REV 25-10](#) Discussion Only: Request to Purchase Cumberland County Registry of Deeds recorded documents.

This Workshop Document was DISCUSSED.

[REV 25-12](#) Discussion Only: Cumberland County Board of Commissioner's Public Meeting Policy

This Workshop Document was DISCUSSED.

NEXT MEETING: September 15, 2025

ADJOURNMENT



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-089

Agenda Date: 9/15/2025

Sheriff's Office Commissions July 2025

[Review and approve July commissions]

[see attached]



CUMBERLAND COUNTY SHERIFF'S OFFICE

- Kevin J. Joyce
SHERIFF
- Brian R. Pellerin
CHIEF DEPUTY

36 County Way, Portland, Maine 04102

phone (207)774-1444 – fax (207)828-2373

To: Cumberland County Commissioners

From: Sheriff Kevin Joyce *KJT*

Date: August 19th, 2025

Subject: Sheriff's Office Commissions July 2025

Agency

Cape Elizabeth

Falmouth

Gorham

Saco

Yarmouth

Officer

Paul Fenton

Eric Hathaway

Dominic Cloutier

Taylor Stroup

Christopher Hardiman

Scott Sicard

Kenneth Foss

Derek Lucas





Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-090

Agenda Date: 9/15/2025

Agenda #:

Agenda Item Request:

Authorize the Sheriff's Department to submit a FY2026 Municipal and County Speed Enforcement Grant request to the Maine Bureau of Highway Safety.

Background and Purpose of Request:

This grant request is common for the Sheriff's Office. It supports additional deputy enforcement of speed throughout the county. The request is for \$10,000.00, which comes with a \$2,000.00 match. The match will be taken out of the Sheriff Law Enforcement salary line item.

The grants committee has review and recommends this grant application.

Funding Amount and Source: \$10,000 grant / \$2,000 match from salary line


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	September 15, 2025
SUBJECT:	Speed Enforcement Grant

Requested Action:

Authorize the Sheriff's Department to submit a FY2026 Municipal and County Speed Enforcement Grant request to the Maine Bureau of Highway Safety.

Background & Purpose of Request:

This grant request is common for the Sheriff's Office. It supports additional deputy enforcement of speed throughout the county. The request is for \$10,000.00, which comes with a \$2,000.00 match. The match will be taken out of the Sheriff Law Enforcement salary line item.

The grants committee has review and recommends this grant application.

Funding Amount and Source: Grant / \$2,000 match Law Enforcement Salary Line

Attachments: Grant Committee Request



Appendix G1– Grant Authorization Form

STEP 1- (to be filled out by Project Manager)

☒ New Completed Request ☐ Continuation ☐ Amendment to Grant ☐ Initial Notification

Materials to follow

ATTACH A COPY OF GRANT APPLICATION WITH DETAILED BUDGET.

Name of Grant: FFY 2026 Municipal and County Speed Enforcement

Department requesting grant: Cumberland County Sheriff

Project Manager: Captain Craig Smith

Briefly state purpose: Provide Overtime funding for Speed Traffic Enforcement details in targeted locations to reduce crashes.

Proposed grant time period: October 1, 2025 to September 15, 2026

Match required? \$ 2000.00

Money in your budget? If so, where? LE-OT Budget

Long Term Budget Cost? Yes/No Approximate Annual Budget Impact? No

Department Director signature: *Ben R. Pelham*

Turn into County Treasurer.

STEP 2- (to be filled out by County Treasurer)

1. Is everything in order? YES/NO

2. Funding Proposal acceptable? YES/NO

3. Unique identifier assigned to grant (for tracking purposes only): _____

Signature of County Treasurer _____ Date: _____

Forward to Grant Oversight Committee

STEP 3



☐ Approved to commence with the application process

Or

☐ Needs Commissioner review and acceptance to submit

County Manager

Date

If the grant is awarded, you must submit award letter and contract to the County Manager. Go to STEP 4

STEP 4

The Grant has been awarded. You are authorized to commence with the scope of the grant received

County Manager

Date



FFY2026 Maine Bureau of Highway Safety Law Enforcement Grant Opportunities



Police Traffic Services (Speed)

2026 Municipal and County Speed Enforcement

Grant description

Grant funding will support dedicated crash reduction overtime patrols for law enforcement agencies to conduct speed enforcement. High-Visibility Speed Enforcement is proven to reduce speeding and aggressive driving. Sustained overtime enforcement, together with a robust educational component, is proven to be more effective in changing driver behavior. Speeding continues to be a significant factor in motor vehicle fatal crashes in all categories (younger, older, motorcycle). Eligible agencies are selected through crash data analysis.

This project will also support reimbursement for speed enforcement equipment if equipment is necessary and required to conduct the additional speed patrols. Agencies with the greatest need will be considered first. Speed measurement equipment must be purchased and used as part of the grant activities. Purchase and procurement of speed measurement equipment must be done at the beginning of the grant period for use during FFY2026. Maximum of 2 speed measurement devices per grant.

Project period:

- October 1, 2025 – September 15, 2026; dates, times and locations of speed enforcement patrols must be supported through crash data analysis

Agencies eligible to apply:

- Maine Law Enforcement Agencies eligible for this campaign are identified and selected through crash data analysis. Agencies will be placed in 2 tiers based on crash data. Tier 1 agencies are listed on the following page. Tier 1 agencies may apply for this grant. Tier 2 agencies will be contacted by MeBHS on an individual basis.



FFY2026 Maine Bureau of Highway Safety Law Enforcement Grant Opportunities



Municipal and County Speed Enforcement Tier 1 Agencies

1. Auburn Police Department	27. Lisbon Police Department
2. Augusta Police Department	28. Orono Police Department
3. Bangor Police Department	29. Oxford Police Department
4. Bar Harbor Police Department	30. Portland Police Department
5. Belfast Police Department	31. Presque Isle Police Department
6. Biddeford Police Department	32. Richmond Police Department
7. Brewer Police Department	33. Rockland Police Department
8. Brunswick Police Department	34. Sabattus Police Department
9. Buxton Police Department	35. Saco Police Department
10. Calais Police Department	36. Sanford Police Department
11. Caribou Police Department	37. Scarborough Police Department
12. Clinton Police Department	38. South Portland Police Department
13. Cumberland Police Department	39. Topsham Police Department
14. Dover-Foxcroft Police Department	40. Waldoboro Police Department
15. Ellsworth Police Department	41. Waterville Police Department
16. Fairfield Police Department	42. Wells Police Department
17. Falmouth Police Department	43. Westbrook Police Department
18. Freeport Police Department	44. Windham Police Department
19. Gardiner Police Department	45. York Police Department
20. Gorham Police Department	46. Androscoggin CSO
21. Hallowell Police Department	47. Cumberland CSO
22. Hampden Police Department	48. Kennebec CSO
23. Holden Police Department	49. Penobscot CSO
24. Jay Police Department	50. York CSO
25. Kittery Police Department	51. Maine State Police CSO
26. Lewiston Police Department	



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-091

Agenda Date: 9/15/2025

Agenda Item Request:

Authorize the County Manager to execute the Eleventh Amendment to the Health Services Agreement between Armor Health and Cumberland County.

Background and Purpose of Request:

This item is being brought forth to outline the Armor's medication assisted treatment (MAT) staff services. The County contracts with Armor to provide medical expertise for administrating the MAT program. The contract pays for 1.4 FTE MAT RNs with an annual cost of salary and benefits of \$165,140.00.

Funding Amount and Source: \$165,140.00 / Jail Budget

Effective Date: July 21, 2025


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	September 15, 2025
SUBJECT:	Eleventh Amendment – Health Services Agreement

Requested Action:

Authorize the County Manager to execute the Eleventh Amendment to the Health Services Agreement between Armor Health and Cumberland County.

Background & Purpose of Request:

This item is being brought forth to outline the Armor’s medication assisted treatment (MAT) staff services. The County contracts with Armor to provide medical expertise for administrating the MAT program. The contract pays for 1.4 FTE MAT RNs with an annual cost of salary and benefits of \$165,140.00.

Funding Amount and Source: Jail Budget

Effective Date: July 21, 2025

Attachments: Eleventh Amendment Agreement

ELEVENTH AMENDMENT TO HEALTH SERVICES AGREEMENT

This Eleventh Amendment to the Health Services Agreement (this “Fifth Amendment”) is made and entered into on July, 21st, 2025 by and between the County Commissioners for Cumberland County (hereinafter, the “County”) and Sheriff Kevin J. Joyce or his/her successor, as the duly designated Chief Corrections Officer of the County (hereinafter, “Sheriff”), and Armor Health of Cumberland County, LLC (hereinafter, “Armor”). The County/Sheriff and Armor may be collectively referred to herein as the “Parties” and each may be referred to individually as a “Party.”

RECITALS

WHEREAS, the County/Sheriff and Armor entered into a Health Services Agreement effective September 1, 2018 (the “Agreement”), in which Armor assumed the responsibilities for provision of certain healthcare services to be delivered to persons remanded to the care, custody, and control of the correctional facilities set forth in the Agreement; and

WHEREAS, the Parties previously amended the Agreement through the First, Second, Third, and Fourth, and Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Amendments; and

WHEREAS, the Parties further wish to remove, replace or modify certain provisions of the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Recitals set forth above are deemed incorporated herein, and the parties hereto represent they are true, accurate, and correct.
2. Armor shall invoice the County on a monthly basis for 1.4 FTE MAT RN positions for a total annual salary post benefits in the amount of \$165,140, which shall be billed by Armor on a monthly basis. Such invoice shall be due within thirty days of the invoice date.
3. Other than as specifically set forth invoice, the terms and conditions of the agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties memorialize their understanding and agreement to the above terms by their authorized signature below.

Chair of Board of County Commissioners of
Cumberland County, Maine

Armor Health of Cumberland County, LLC

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-092

Agenda Date: 9/15/2025

Agenda Item Request:

Authorization for the Cumberland County Emergency Management Agency to submit a grant application on behalf of Cumberland County to DartDRONES to host a private onsite training at no cost.

Background and Purpose of Request:

Requestor: Michael Durkin, CCEMA Director

CCEMA is working to expand its capabilities related to flying drones. We currently have one drone that we use for mapping and damage assessments and one certified pilot. We also coordinate a drone working group with pilots from local Fire/Police agencies and provide trainings for that. We would like approval to apply for a small grant that brings in outside experts to conduct a training. DARTdrones is a private drone training company that runs a public safety grant program for agencies like ours that are just starting out. If awarded, their trainers would come to the County and conduct a one-day training on basic flight training as well as flight planning and execution.

This training would be for both county staff and local first responders.

Funding Amount and Source:

Because this is a private grant, they don't associate a specific dollar amount to it. Rather, they absorb the cost of this in their normal business which means they likely take in applications and weigh the relative cost/benefit of awarding the grant individually. DARTdrones would be taking on the cost of the training. Cumberland County would provide a location for the training (classroom) and cover the incidentals (snacks, bottled water, etc) which will be covered by CCEMA's training budget. There is no match required.

Effective Date if Applicable: If approved, CCEMA will apply for this grant on 9/16/2025. We will then work with DARTdrones to find a training date that works for us and them.

Attached is the grant request form and the DARTdrones application (filled out but not submitted).


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	Michael Durkin, CCEMA Director
DATE:	9/16/26
SUBJECT:	DARTdrones Grant Application

Requested Action:

CCEMA requests authorization to submit a grant application.

Background & Purpose of Request:

CCEMA is working to expand its capabilities related to flying drones. We currently have one drone that we use for mapping and damage assessments and one certified pilot. We also coordinate a drone working group with pilots from local Fire/Police agencies and provide trainings for that.

We would like approval to apply for a small grant that brings in outside experts to conduct a training.

DARTdrones is a private drone training company that runs a public safety grant program for agencies like ours that are just starting out. If awarded, their trainers would come to the County and conduct a one-day training on basic flight training as well as flight planning and execution.

This training would be for both county staff and local first responders.

Funding Amount and Source:

Because this is a private grant, they don't associate a specific dollar amount to it. Rather, they absorb the cost of this in their normal business which means they likely take in applications and weigh the relative cost/benefit of awarding the grant individually.

DARTdrones would be taking on the cost of the training. Cumberland County would provide a location for the training (classroom) and cover the incidentals (snacks, bottled water, etc) which will be covered by CCEMA's training budget. There is no match required.

Effective Date:

If approved, CCEMA will apply for this grant on 9/16/2025. We will then work with DARTdrones to find a training date that works for us and them.

Attachments:

Attached is the grant request form and the DARTdrones application (filled out but not submitted).



Drone Courses

Custom Solutions

High School/CTE Turnkey Programs



DARTdrones Public Safety Grant Application

Questions? Contact us!

First Name: *

Brittany

Last Name: *

O'Neil

Title: *

Response Coordinator

Department Name: *

Cumberland County Emergency Management Agency (CCEMA)

City *

Portland

State *

Maine

Email *

oneil@cumberlandcounty.org

Phone *

(207) 892-6785

Is this grant being requested by the organization who will be the beneficiary?

*

Yes

Which DARTdrones course or service is your first choice to be funded for the grant? *

Private On-Site Training

Which additional DARTdrones course(s) or service(s) are you applying for the grant to cover? *

☐ Part 107 Test Prep In-Person ☐ Part 107 Test Prep Online ☐

Basic Flight Training ☒ Real World Flight Planning & Execution Program ☒

Private On-Site Training ☐ AUVSI TOP Certifications

Does your department have funding set aside for a drone program? Has your department received donations to fund a drone program? *

CCEMA has a small amount of money to support our drone team, but not enough

Please provide a brief history of your department. Does your department currently utilize drones? Is your chief interested in starting a drone program? Etc. *

Our drone team is brand new to the county. Many of our first responder agencies

What level of partnership with DARTdrones are you able to agree to if you are granted funding? I agree to: *

☒ Send DARTdrones pictures of myself in the class ☒

Share success stories with DARTdrones ☒

Allow DARTdrones to use my department's logo on their website ☐

Send DARTdrones pictures of my department using drones on the job ☒

Host a DARTdrones training course at our department's location

How will this grant benefit your department or community?

This grant will make a difference to all of Cumberland County and our local part

Please tell us why we should select you for the DARTdrones Public Safety Grant Program. *

This grant program would support the development of a new drone team built a

SUBMIT

About DARTdrones

DARTdrones is the national leader in drone training, consultation, and expert support for new drone pilots. Our mission is to provide the highest quality training on Unmanned Aerial Systems to ensure the safe integration of drones into the national airspace. DARTdrones has assisted dozens of police and fire departments with implementing drone programs through training and consultation. Our team is dedicated to helping public safety departments be able to save lives through the use of drones.

GRANT AUTHORIZATION FORM

STEP 1- (to be filled out by Project Manager)

☐ New Completed Request ☐ Continuation ☐ Amendment to Grant ☐ Initial Notification
Materials to follow

ATTACH A COPY OF GRANT APPLICATION WITH DETAILED BUDGET.

Name of Grant: _____

Department requesting grant: _____ Project Manager: _____

Briefly state purpose: _____

Proposed grant time period: _____

Match required? \$ _____ Money in your budget? If so, where? _____

Long Term Budget Cost? Yes/No Approximate Annual Budget Impact? _____

Department Director signature: _____

Turn into County Treasurer.

STEP 2- (to be filled out by County Treasurer)

1. Is everything in order? ____ YES/NO ____ 2. Funding Proposal acceptable? ____ YES/NO ____

3. Unique identifier assigned to grant (for tracking purposes only): _____

Signature of County Treasurer _____ Date: _____

Forward to Grant Oversight Committee

STEP 3

☐ Approved to commence with the application process

Or

☐ Needs Commissioner review and acceptance to submit

County Manager

Date

If the grant is awarded, you must submit award letter and contract to the County Manager. Go to STEP 4

STEP 4

The Grant has been awarded. You are authorized to commence with the scope of the grant received

County Manager

Date



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-093

Agenda Date: 9/15/2025

Agenda Item Request:

Authorization for the County Manager to submit the County's 2024/25 Consolidated Annual Performance Evaluation Report (CAPER) to the Department of Housing and Urban Development.

Background and Purpose of Request:

Requestor: Courtney Kemp, Community Development Manager

By September 28th of each year the Cumberland County Community Development Office must submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD. The CAPER details the expenditure of HUD funds and accomplishments achieved during the past program year (July 1, 2024-June 30, 2025).

The purpose of the attached staff report is to provide the Commissioners with a brief summary of the CAPER and highlight a few of the Community Development Office's accomplishments over the past year.

Presentation: Yes

Funding Amount and Source:

In Program Year 2024, the Community Development Office distributed \$1,567,141 in CDBG funds.

Effective Date if Applicable: The CAPER will be submitted to HUD on or before September 28, 2025

Attachments: Summary of the 2024 CAPER Report.


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Courtney Kemp, Community Development Manager
DATE:	September 5, 2025
SUBJECT:	Summary of the 2024 Consolidated Annual Performance Evaluation Report (CAPER) for HUD

Requested Action:

Authorize the County Manager to submit the County's 2024/25 Consolidated Annual Performance Evaluation Report (CAPER) to the Department of Housing and Urban Development

Background & Purpose of Request:

By September 28th of each year the Cumberland County Community Development Office must submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD. The CAPER details the expenditure of HUD funds and accomplishments achieved during the past program year (July 1, 2024– June 30, 2025).

The purpose of the attached staff report is to provide the Commissioners with a brief summary of the CAPER and highlight a few of the Community Development Office's accomplishments over the past year.

Funding Amount and Source:

In Program Year 2024, the Community Development Office distributed \$1,567,141 in CDBG funds.

Effective Date:

The CAPER will be submitted to HUD on or before September 28, 2025

Attachments:

Summary of the 2024 CAPER Report.



Cumberland County, Maine

**DRAFT
Consolidated Annual Performance &
Evaluation Report**

For

**HUD Program Year
2024**

July 1, 2024 – June 30, 2025

**Community Development Office
Cumberland County Executive Department
27 Northport Dr, Portland, Maine
Tel. 207-619-1036**

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In program year 2024, we were successful on meeting goals and deadlines for project completions in a variety of public infrastructure, public facility, housing, public service using CDBG funds. Cumberland County is very satisfied with the progress being made towards our strategic plans and goals within our communities.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Community Planning and Admin	Non-Housing Community Development	CDBG: \$	Other	Other	6	2	33.33%			
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	25	10	40.00%			
Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	5	0	0.00%			

Housing Rehabilitation	Affordable Housing	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	4				
Housing Rehabilitation	Affordable Housing	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	5	1	20.00%	1	0	0.00%
Housing Rehabilitation	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	30	0	0.00%			
Housing Rehabilitation	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	150	74	49.33%	40	12	30.00%
Public Facilities and Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25000	10483	41.93%	6706	633	9.44%
Public Facilities and Infrastructure	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	122				

Public Services	Homeless Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10000	14752	147.52%	4987	4135	82.92%
Public Services	Homeless Non-Housing Community Development	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	50	286	572.00%	192	246	128.13%
Public Services	Homeless Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Public Services	Homeless Non-Housing Community Development	CDBG: \$	Homelessness Prevention	Persons Assisted	750	324	43.20%	190	231	121.58%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

We have successfully funded initiatives in public facilities, public infrastructure, housing programs, and public services. These areas align directly with the high-priority goals outlined in the 2022-2026 Cumberland County Consolidated Plan. Our broad list of priorities allows us to effectively address the diverse needs across all our communities. All of the County's 2024 projects are either complete or on track for timely completion. While we acknowledge that the short construction season for outdoor infrastructure projects presents a challenge in Cumberland County, we are confident that we are on track to meet our Consolidated Plan goals for the next two years.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	1,389
Black or African American	399
Asian	6
American Indian or American Native	10
Native Hawaiian or Other Pacific Islander	0
Total	1,804
Hispanic	30
Not Hispanic	1,774

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

In Cumberland County (excluding the City of Portland, which is not in our entitlement jurisdiction) the majority of people served by our programs were white and non hispanic, which is the overall demographics of the County. Throughout the program year, we had several projects that were caterogrizd as LMA which does not collect the racial and ethic information of those being served. For example, Westbrook and South Portland have a more diverse population than the overall County and do run area wide projects.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,556,118	1,567,141

Table 3 - Resources Made Available

Narrative

In Program Year 2024, the CDBG program expended \$1,567,141.87 according to the PR26 report. Of that \$1,567,141.87 there was \$697,205.34 from PY24 funds. The remainder of the amount expended during the PY24 program year came from prior year construction projects

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of South Portland	29	29	Set-aside community
Cumberland County	37	37	Entitlement Jurisdiction
Eligible Census Block Groups	23	23	Block Groups
Town of Bridgton	12	12	Set-aside community

Table 4 – Identify the geographic distribution and location of investments

Narrative

Cumberland County aims to fund public service activities that assist low and moderate-income individuals in need, regardless of their geographic location within the county.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Cumberland County requires the twenty three communities competing for funding to have a 20% match for CDBG grants. The South Portland & Bridgton set-asides require 10% matching funds. The matches can either be funds or in-kind services. Most of the towns contribute municipal funds or staff time to projects. Many towns and cities are able to use the CDBG funds as match funds for various MDOT and recreation related projects. Many of the public service programs use the CDBG funds as match funds toward private grants.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	40	12
Number of households supported through Acquisition of Existing Units	0	0
Total	40	12

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Cumberland County funded Habitat for Humanity Critical Home Repair Program which had a goal of assisting 40 homes for PY24. Construction in Maine is limited due to weather and Habitat had a backload due to staff changeover. Habitat is on track to reach or come very close to reaching the goal of 40 homes assisted when PY24 funds have been fully spent. Greater Portland Family Promise and Quality Housing Coalition who works to pair up families/individuals experiencing homelessness with landlords who are able and willing to rent to them. QHC works with the McKinney Vento Liasons in the schools in

Westbrook and Freeport and was able to secure housing for 246 adults and children with the help of PY24 funding. GPFP was able to help 52 households with the assistance of PY24 funding.

Discuss how these outcomes will impact future annual action plans.

Cumberland County plans to continue working with organizations that improve the quality of existing affordable housing, both rental and home ownership. Non-profit organizations play a crucial role in addressing homelessness by not only helping families and individuals transition out of it but also by providing support to keep them securely housed. In Cumberland County, strong collaborative relationships have been established between the county and various non-profits, working closely with landlords and liaisons within the housing communities. This collaboration has significantly aided in these ongoing efforts.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	400	0
Low-income	72	0
Moderate-income	17	0
Total	489	0

Table 7 – Number of Households Served

Narrative Information

Between the housing related programs: Habitat Home Repair, Quality Housing Coalition, Navigator and Greater Portland Family Promise ; a total of 489 households/individuals received repairs to their homes, were moved into permanent housing or received assistance to stay in their home. The number of extremely low income families is particularly high due to the two programs that exclusively work with families experiencing homelessness or are at risk of homelessness.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The County's Community Development office strives to coordinate with and participate in all outreach efforts happening through non-profit providers as well as GA offices and community outreach centers across the County.

Addressing the emergency shelter and transitional housing needs of homeless persons

City of Portland is the primary provider of homeless services, shelter, and homeless outreach for the region and for Cumberland County. Cumberland County recently completed a homeless study for the Lakes Region area to assess the needs and availability for shelters in the more rural towns. Public meetings were held for residents and providers to participate. Cumberland County is still working with the regional planner and rural towns in hopes to find a solution for homeless needs in those areas.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Cumberland County will be using the Lake Regions Homeless study as a guide on how to move forward and address the needs of those that are homeless or at risk of becoming homeless. Cumberland County funded Project HOME and Greater Portland Family Promise Homeless prevention in PY24. Project HOME works with the school systems to learn about the youth in the schools who are at risk of being homeless and assisting in finding permanent homes. GPFP works with those that are living in temporary housing or shelters.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The navigator in Bridgton, GPFP and the resource HUB in South Portland continuously work with families who are extremely low-income to live successfully on their own in permanent housing. Throughout the three organizations, they offer consistent case management, furnishings and security deposits that allow them to not only stay in the permanent housing but to find housing in a shorter time frame by reducing the barriers.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The South Portland Housing Authority, and Westbrook Housing Authority are within the Cumberland County entitlement jurisdiction. SPHA is currently working on two new affordable housing projects and expansions with the use of HOME funds from previous program years.

Towns and Cities within Cumberland County are working towards bringing more affordable housing to their communities but are being met with resistance of residents. Some projects have been unable to move forwards with developers due to Town votes.

Cumberland County will continue to work with municipalities and housing authorities in hopes for public housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The South Portland Housing Authority has a Resident Advisory Board, which represents residents and meets regularly to discuss operations, management, and property improvements. Residents are also informed whenever changes in policies or procedures are proposed and are invited to comment prior to implementation.

Each of the Westbrook Housing Authority properties has Resident Councils, which meet monthly to address operations management, and maintenance. Residents are informed of any changes via monthly meetings and newsletters.

Both housing authorities have Family Self Sufficiency programs that provide matching funds in escrow to help families save for homeownership over a five year period. The Westbrook Housing Authority also has a homeownership program that provides qualifying families with assistance on their mortgage payments.

Actions taken to provide assistance to troubled PHAs

There are no PHAs in the CCEJ are considered troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In Maine, county government does not make land use policy or have authority over land use and related policies in individual municipalities.

In recent years, a study that looked at barriers and land use zoning limitations that do not currently allow for building sizes typical of Affordable Housing development projects. The outcomes of this study along with the recently completed Analysis of Impediments to Fair Housing study commissioned by Cumberland County and the City of Portland will help to set goals and priorities that will address these issues.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The County has recently finished a Lakes Region Homeless Study and has been working with Town Managers in the rural communities to address the needs. One of the continuous obstacles is financial resources as well as available land and residents opposition.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Portland/Cumberland County HOME Consortium was awarded another lead safe housing grant. The grant will allow us to address lead paint hazards in 110 households throughout Cumberland County.

All housing rehab projects are conducted with lead-safe practices and comply with lead-based paint requirements. If paint is disturbed, it is presumed to be lead paint and appropriate clean-up and dust-free practices must be followed. All contractors must have the EPA Firm Certification to Conduct Lead-Based Paint Activities and/or Renovations. Each worker must be trained in lead-safe practices.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Cumberland County CD office continues to fund public service projects at the maximum amount allowed due to the high need in our communities. Public services included but not limited to are food pantries, domestic violence services, meals on wheels, resource hubs and homeless prevention. The CD office also funds housing programs such as habitat for humanity and critical ramp installation that allows individuals to remain safely in their homes.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Community Development Municipal Oversight Committee (MOC) is a unique institution in the region, and the state, in that it connects all of our member communities and encourages multi-jurisdictional collaboration. Because of the way government is structured in Maine, municipalities mostly operate on their own with little regional cohesion. MOC meetings give the communities in our jurisdiction a forum to share ideas, compare experiences, and find opportunities to work together with common purpose.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Since 2013, the Portland Housing Authority, South Portland Housing Authority, and Westbrook Housing Authority continue to participate in the Maine Centralized Section 8/HCV Waiting List. Maine Affordable Housing Coalition hosts large meetings and conferences throughout the year in different locations, that brings such agencies together to discuss common problems.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Zoning and lack of public infrastructure such as sewer and water make it very difficult to build affordable housing in more rural areas of the county, were as the Greater Portland area has a lack of affordable units available. The full report, including a table of action steps is available on the County's website as well as in the Community Development Office.

In the last two years with the availability of ARPA and Congressional funding, more towns have had the ability to install wastewater systems in hopes to have the ability to build more housing.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

CD staff does monthly and quarterly monitoring of all CDBG projects throughout the year. Before the PY starts, CD staff meets with all sub recipients to review reporting and project requirements. All first time/new sub recipients will have more frequent check-ins to assure all requirements are being met and tracking is recorded correctly.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-094

Agenda Date: 9/15/2025

Agenda Item Request:

Approval of the HOME-ARP Funding Recommendations. First Public Hearing on September 15, 2025 and Final Public Hearing on October 20, 2025.

Background and Purpose of Request:

Requestor: Courtney Kemp, Community Development Manager

Two public hearings are held regarding the HOME-ARP. The 1 st hearing will be conducted during the September 15th Commissioner's meeting with the 2nd held at the October 20 th meeting. The American Rescue Plan (ARP) appropriated funds for the U.S. Department of Housing and Urban Development (HUD) to distribute under the HOME Investment Partnership Program (HOME). The HOME- ARP program is intended to provide affordable rental housing, tenant based rental assistance, supportive housing services, and non-congregate shelter development, and other resources to HOME-ARP Qualifying Populations (QPs) which includes folks experiencing homelessness and other vulnerable populations.

Funding Amount and Source:

100% of the funds for HOME-ARP programs come directly from HUD. The Cumberland County HOME Consortium (CCHC), a partnership between the City of Portland and Cumberland County, received a \$3,599,560.00 allocation from the HOME-ARP program.

Attachments:

Summary of the HOME-ARP Supportive Services and Development of Affordable Housing recommendations.



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-094

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Funding Amount and Source:

100% of the funds for HOME-ARP programs come directly from HUD. The Cumberland County HOME Consortium (CCHC), a partnership between the City of Portland and Cumberland County, received a \$3,599,560.00 allocation from the HOME-ARP program.

Attachments:

Summary of the HOME-ARP Supportive Services and Development of Affordable Housing recommendations.

Recommended HOME-ARP Projects and Activities

Development of Affordable Housing

Youth and Family Outreach (YFO)– Recommendation to award \$950,000.00 to construct an expanded childcare facility and 60 new affordable rental units in Portland, including 10 units designated for HOME-ARP Qualifying Populations.

“YFO currently serves families with housing instability and is proposing a development that addresses both the high demand for quality childcare services and affordable housing. YFO currently operates a childcare facility which serves approximately 50 children. The site is located in downtown Portland with access to a variety of services and amenities. As an existing childcare facility, YFO has over 300 children on its waiting list with 95% of their families living in Portland and, at any given time, roughly 18% experiencing homelessness. The expansion of the childcare facility would allow YFO to serve approximately 50 additional children.

There will be 4 efficiency units, 24 one-bedroom units, 22 two-bedroom units, and 10 three-bedroom units. MaineHousing will provide 10 project-based vouchers for 10 units that will be pledged for use by QPs.

There will be a community room, office, indoor bike storage, trash room, laundry room, fitness room, and broadband infrastructure with capacity to support the provision of Telemonitoring and/or Telehealth services. On the second floor of the building there will be a separate condominium unit where YFO intends to expand its childcare space to be able to serve 50 additional children for a total of about 110 children.”

New construction is anticipated to begin in fall 2025 and is expected to take 17 months, with completion in early 2027. Lease-up is intended to begin in early 2027.

As the Committee may recall, this project was awarded \$1,080,000 in funding from the Jill C. Dusen Housing Trust Fund during the 2024 application cycle. The request for HOME-ARP funding is the result of the loss of anticipated AHP funding from the Federal Home Loan Bank that was not awarded and construction price increases

Greater Portland Family Promise (GPFP)– Recommendation to award \$479,000.00 to rehabilitate a two-family dwelling in Portland to serve as transitional housing for 4 families meeting HOME-ARP eligibility. This initiative is designed to provide temporary, stable housing for families experiencing homelessness or at risk of homelessness, offering them a safe, supportive environment while they work toward securing permanent housing.

“This new Family Promise Transitional Housing Program will provide families experiencing homelessness or at risk of homelessness with temporary residence for up to 18 months while they receive assistance in securing long-term housing. Each family will have a private, locked room, while kitchen, bathroom, laundry, and community spaces will be shared. Family Promise will also offer on-site supportive services, including housing navigation and case management, to help families transition into permanent housing successfully.

As part of this initiative, GPFP will provide supportive services in the form of housing navigation services to help families secure permanent housing, housing stabilization case management to ensure long-term housing success, basic needs assistance, including food, diapers and toiletries. Services will also include referrals for education, childcare, and employment.”

Total HOME-ARP Development of Affordable Housing Allocation: \$2,041,266.00

Total Requested: \$1,429,000 .00

Remaining in Allocation: \$612,266.00

Supportive Services

Commonspace – Recommendation to award \$471,454.45 for its Torchlight program, providing peer support, recovery coaching, and residential services across 4 Portland and Cumberland County properties consisting of: a 38-unit permanent supportive housing program for women, a 6-unit housing program for women, a 6-bed housing program for men, and a 6-unit program for women.

“Torchlight aims to support individuals through their first experience of housing and their early challenges related to substance use and older patterns of behavior that jeopardize their housing status. Unhoused individuals are provided an apartment with a flexible lease, which allows them to exit to any identified housing option when they have stabilized to the point of readiness for an environment of relatively higher behavioral accountability.”

Milestone – Recommendation to award \$197,000.00 to sustain 3 key programs serving all HOME-ARP Qualifying Populations: the HOME Team, HOPE Program, and Housing Navigator Program.

“The HOME Team makes nearly 14,000 outreach contacts a year, providing harm-reduction supplies, crisis de-escalation, and more than 1,600 medical or treatment transports.

The HOPE Program extends to encampments, completing Coordinated-Entry assessments, securing documentation, and moving high-barrier campers—40 in FY 2024—into permanent units; 52 lease-ups were achieved in 2024. For clients who need immediate shelter, our 36-bed emergency facility stabilized 689 people (average stay 18 days), while our medical detox admitted 720 individuals, initiating MAT and clearing a major health barrier for those at greatest risk of housing instability.

Once people are ready to exit crisis settings, a statewide Housing Navigator recruit’s landlord, negotiates leases, and provides tenancy coaching—ninety-six lease-ups last year with 90% still housed at 12 months—coordinating closely with HUD-VASH and SSVF teams for veteran households. Residential treatment and after-care services then offer relapse-prevention groups, peer support, and job readiness to sustain recovery.”

Preble Street – Recommendation to award \$350,718.55 for case management, client assistance, and other support services for QPs through Site-based Housing First and Rapid Rehousing programs.

“Through caseworkers at our Logan Place and Huston Commons Housing First communities, both located in Portland, we estimate serving 14 unduplicated tenants/households annually – all chronically homeless adults. The primary outcome is sustaining stable tenancy in permanent housing of 80 percent of clients served.

Through our Rapid Re-Housing Program, we estimate serving 40 unduplicated households per year throughout Cumberland County. Anticipated outcomes for clients include obtaining and/or retaining permanent housing within 90 days; increased or maintained household income for 80 percent of clients, and prevention of return to homelessness for 80 percent of clients. Additionally, the program aims to divert a minimum of 50 percent of households engaged in Housing Problem Solving services.

For both programs, clients may also achieve other positive outcomes, including connections to community resources including medical care, mental health treatment, and substance use treatment, medical insurance such as Medicaid, benefits such as SSI or SSDI and SNAP.”

Total HOME-ARP Supportive Services Allocation: \$1,019,173.00

Total Requested: \$1,019,173.00

Total Remaining: \$0.00



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-095

Agenda Date: 9/15/2025

Agenda #:

Agenda Item Request:

Appointment of the following elected officials to the County's 2025/26 Finance Committee for a three-year term. To be name in session.

Background and Purpose of Request:

Per State Statute & County Charter, the Commissioners fulfilled the requirement of holding a caucus for the Finance Committee prior to the meeting. Two individuals already serve on the Finance Committee.

The Commissioners held their annual Caucus for Finance Committee members prior to the start of this meeting. Names have been brought forth for appointment. Each selected individual will serve a three-year term.

Funding Amount and Source: Not Applicable


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	James H. Gailey
DATE:	September 15, 2025
SUBJECT:	Finance Committee Caucus Results

Requested Action:

Appoint the following slate of elected officials to the County's 2025/26 Finance Committee for a three-year term.

Background & Purpose of Request:

Per State Statute & County Charter, the Commissioners fulfilled the requirement of holding a caucus for the Finance Committee prior to the meeting. Two individuals already serve on the Finance Committee.

The Commissioners held their annual Caucus for Finance Committee members prior to the start of this meeting. Names have been brought forth for appointment. Each selected individual will serve a three-year term.

Agenda Item Number:

Date on Agenda:

Result

Mover:

Seconder:

Vote Tally:

Vote Result:

Roll Call Vote if Meeting Remotely:

Chair of Board, Date



FINANCE COMMITTEE – Budget Year 2026-27
 Winter of 2025-2026

Name	Email Address/Phone	Appointed	Term Expires
District 1			
District 2			
District 3			
Bob Vail	Cumberland Town	2024	2027
District 4			
Timothy Thompson	Cape Elizabeth Town	2024	2027
District 5			



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-096

Agenda Date: 9/15/2025

Agenda #:

Agenda Item Request:

Adoption of Successor Collective Bargaining Agreement with the Cumberland County Teamsters Local 340 Law Enforcement 2025 - 2028. (Executive Session Optional Prior to Vote)

Background and Purpose of Request:

Requestor: Amy Jennings, Human Resources Director

Adoption of Successor Collective Bargaining Agreement with the Cumberland County Teamsters Local 340 Law Enforcement.

The Commissioners prior to voting, have the option to go into Executive Session to review substantive changes to the Collective Bargaining Agreement with the Teamsters Local 340 bargaining unit. Please refer to the attached motion to enter into Executive Session.

Attachments:

Position Paper for Adoption of Agreement; Position Paper for Executive Session; Red-lined Collective Bargaining Agreement with the Teamsters Local 340 bargaining unit.

Effective Date if Applicable:

July 1, 2025 - June 30, 2028



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-096

Agenda Date: 9/15/2025

Agenda #:

Agenda Item Request:

Adoption of Successor Collective Bargaining Agreement with the Cumberland County Teamsters Local 340 Law Enforcement 2025 - 2028. (Executive Session Optional Prior to Vote)

Background and Purpose of Request:

Requestor: Amy Jennings, Human Resources Director

Adoption of Successor Collective Bargaining Agreement with the Cumberland County Teamsters Local 340 Law Enforcement.

The Commissioners prior to voting, have the option to go into Executive Session to review substantive changes to the Collective Bargaining Agreement with the Teamsters Local 340 bargaining unit. Please refer to the attached motion to enter into Executive Session.

Attachments:

Position Paper for Adoption of Agreement; Position Paper for Executive Session; Red-lined Collective Bargaining Agreement with the Teamsters Local 340 bargaining unit.

Effective Date if Applicable:

July 1, 2025 - June 30, 2028


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Amy Jennings, Human Resources Director
DATE:	September 11, 2025
SUBJECT:	Recommendation for Adoption of Successor Collective Bargaining Agreement with the Cumberland County Communications Association

Requested Action:

Adoption of Successor Collective Bargaining Agreement with the Cumberland County Teamsters Local 340 Law Enforcement.

Background & Purpose of Request:

County staff to review substantive changes to the Collective Bargaining Agreement with the Teamsters Local 340 bargaining unit.

Attachments: (Please list out any Attachments you're including):

Recommendations and Summary, Red-lined Collective Bargaining Agreement with the Teamsters Local 340 bargaining unit.

Agenda Item Number: _____

Date on Agenda: _____

Result

Mover:

Secunder:

Vote Tally:

Vote Result:

Roll Call Vote if Meeting Remotely:

Chair of Board, Date


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	September 15, 2025
SUBJECT:	EXECUTIVE SESSION

Motion:

Motion to enter Executive Session pursuant to 1 M.R.S.A. §405(6)(D) to discuss the Teamsters Law Enforcement Local 340 Collective Bargaining Agreement.

Background & Purpose of Request:

The Commissioners prior to voting, have the option to go into Executive Session to hear from the Human Resource Director on the finalization of the Law Enforcement Collective Bargaining Agreement.

AGREEMENT

Between the

CUMBERLAND COUNTY COMMISSIONERS

And

TEAMSTERS LOCAL 340

LAW ENFORCEMENT

July 1, 2025-June 30, 2028

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PREAMBLE

Pursuant to the provisions of 26 M.R.S.A. §961-974, this Agreement is entered into by the County of Cumberland (hereinafter known as Employer) and Teamsters Local No. 340 (hereinafter known as Union) to establish mutual rights and responsibilities to preserve employee morale and to promote effective and efficient operations.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, working conditions and contract grievance arbitration for all full time and permanent part-time patrol deputies, marine patrol deputies, detectives, detective sergeants, patrol sergeants, patrol lieutenants, lieutenant-CID, and the community relations deputy, school resource deputies.

ARTICLE 2 - DEFINITIONS

A. Definitions

1. Permanent Part-time (sometimes referred to as regular part-time) Permanent part-time employees are employees who are placed on a regular part-time roster to be called in or scheduled to work when needed on a continuing established schedule and work at least one thousand forty (1040) hours per year. When an employee meets those criteria s/he shall become a member of the bargaining unit on the date of meeting such criteria and will, be eligible for all benefits of this Agreement prospectively for one (1) calendar year. After one (1) calendar year, the employee must again requalify as a permanent part-time employee based upon the January through December calendar year.

2. Standard Employees – Work shifts Monday to Friday and work eight (8) or ten (10) hours shifts. Standard employees are not regularly scheduled to work on holidays or weekends.

3. Non Standard Employees – Work shifts Sunday to Saturday and may be any time of the day. Non-standard employees work eight (8) or ten (10) hours per shift and are required to work holidays that fall during their regular work schedule, unless he/she has approved time off.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance shall be a dispute between the parties as to the meaning or application of the specific terms of the collective bargaining agreement.

2. Days - Days shall be calendar days Monday through Friday, excluding legal holidays, and may be extended by mutual agreement by telephone but confirmed in writing.

3. Informal Step - Captain

Within ten (10) days of the event giving rise to the grievance, the Steward and/or the grievant shall meet with the employee's Captain in an effort to resolve the problem. Grievances should be resolved at the lowest and most informal stage of the complaint procedure.

B. Step 1 - Sheriff

If, within ten (10) days of the meeting at the informal step, the parties are unable to resolve the problem, the grievance must be presented in writing to the Sheriff. Within five (5) days of receipt of the grievance, the Sheriff or his/her designee shall meet with the grievant and/or his/her representative to discuss the grievance. Within ten (10) days of such meeting, the Sheriff or his designee shall render his/her written decision.

C. Step 2 - County Manager

Within ten (10) days of receipt of the Step 1 answer, the grievant and/or his/her representative may appeal the grievance to the County Manager. The County Manager shall conduct a hearing on a date mutually agreeable to the parties, but in no event later than fifteen (15) days after receipt of the appeal. At the close of the hearing, the County Manager shall render a written decision within ten (10) days after the close of the hearing.

D. Step 3 - Arbitration

If the findings of the County Manager are unacceptable to the Union, the Union may within ten (10) days of receipt of the written decision submit a demand for arbitration. In the event the County Manager fails to render a written decision, the Union will assume the answer to be unfavorable and must proceed to arbitration within thirty (30) days from the date of the Step 2 hearing. The parties shall attempt to mutually agree upon an impartial arbitrator, including the services of the Maine State Board of Arbitration and Conciliation (BAC). If the parties are unable to mutually agree upon an impartial arbitrator within seven (7) days from the date of receipt of the demand for arbitration, the Union shall request the American Arbitration Association to submit a panel of seven (7) names of suggested arbitrators. The arbitrator shall be without authority to render a decision that is in violation of law or that amends or modifies this Agreement. The decision of the arbitrator shall be rendered within thirty (30) days of the close of the hearing and shall be final and binding on the parties. All fees and expenses of the arbitrator shall be divided equally between the parties, except that each party shall bear the cost of preparing and presenting its own case. The parties shall be bound by the rules of the American Arbitration Association, or Maine Board of Arbitration and Conciliation, as may apply.

E. General Provisions

1. Any grievance not initiated or processed in accordance with the procedures herein shall be deemed waived. If the Employer fails to schedule a meeting or respond within the prescribed time limits, the Union may appeal the grievance to the next step.

2. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

3. Each grievance must contain the name of the grievant, the date of occurrence, the current date, the article(s) of the Agreement violated, and the remedy sought.

4. All grievance appeals must be responsive to the answer at the previous step.

5. Whenever the Union is grieving on behalf of an employee, the name of the employee(s) must be placed on the grievance form and the employee must be aware such grievance has been filed on his/her behalf.

6. Nothing in this procedure prevents an employee from filing a grievance on his/her own behalf, provided the Union is notified, given an opportunity to be present at any meeting where the grievance is discussed, allowed to state its view and that no resolution of such grievance is inconsistent with the terms of the Agreement.

7. A grievance shall be initiated at the lowest level at which a remedy can be granted.

8. If either party requests that a transcript be made of an arbitration hearing, such transcript shall constitute the only official record of the hearing. The party causing such transcript to be made shall pay the costs involved and furnish the arbitrator with a copy. If the opposite party requests a copy of the transcript, it shall pay the costs to have such transcript made.

ARTICLE 4 - DUES DEDUCTION

A. Monthly Dues

The Employer shall deduct regular monthly dues and initiation fees from the pay of each employee who has individually authorized such deduction. The Secretary-Treasurer of the Union shall notify the Employer and employees as to the amount of such dues. If the Employer, through error or omission, deducts the incorrect amount of dues or initiation fees, a correction will be made the first payroll after such error is known by the Employer.

B. Forwarding of Dues

The Employer shall forward all such dues so withheld to the Secretary/Treasurer of the Union by the 15th of the following month for which deductions were made.

C. Indemnification

The Union shall indemnify and save the Employer harmless against all claims and suits which may arise be reason of any action taken in making deductions and remitting same to the Union, pursuant to this Article.

ARTICLE 5 - UNION SECURITY

A. Membership

All employees who are members of the Union as of the date of this Agreement shall maintain their membership in good standing in the Union for the duration of this Agreement.

B. Dues Deduction

The employer shall deduct Union weekly membership dues from those employees who individually authorize that such payroll deduction be made.

C. Failure to Maintain Membership

Any employee who fails to maintain membership as required in §A. of this article shall be discharged by the employer upon notification from the Union and corroborative proof of non-payment by the employee.

D. Indemnification

The Union shall indemnify, defend and hold the employer harmless against all claims and suits which may arise as a result of action taken pursuant to this article and in the collection of dues.

ARTICLE 6 - BULLETIN BOARDS

The Employer agrees to allow the Union to use one-half (1/2) the available space on the bulletin boards located in all substations and the Law Enforcement Center for the purpose of posting notices of Union meetings, Union elections, and items of interest to the Unit, and social affairs. No demeaning material to the Employer, political, or advocating illegal activity may be posted. Union notices may be posted electronically. The Union may use County email to communicate with the Bargaining Unit.

ARTICLE 7 - ACCESS TO EMPLOYEES

A. Conditions of Access

Duly authorized representatives of the Union shall be permitted access into work areas for the purpose of transacting business which shall include investigating and adjusting grievances, investigating working conditions, and contract administration. In no event shall such activities interfere with the work performance of the employee(s).

B. Notification to Supervisor

The duly authorized representative will, in all cases of access, notify the non-bargaining unit supervisor or his/her designee, of his/her presence.

ARTICLE 8 - UNION ACTIVITIES

A. Leave for Union Business

The Employer agrees to grant three (3) days off a year, without discrimination, loss of seniority rights, or pay, to one (1) Union Steward designated by the Union to attend a labor convention or to serve in any capacity or other Union business, provided forty-eight (48) hours written notice is given to the Employer specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

B. Non Discrimination

Any employee member of the Union acting in any official capacity shall not be discriminated against for his/her acts as such officer of the Union. Such acts shall not interfere with the conduct of the Employer's business, be illegal, or in violation of any departmental rule, regulation, or policy or in violation of this Agreement, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 9 - SHOP STEWARDS

A. Duties

The Employer recognizes the right of the Union to designate Shop Stewards and alternates. The authority of Shop Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. Investigation and presentation of grievances in accordance with the collective bargaining agreement.
2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information have been reduced to writing.

B. Time Off For Union Business

The Employer will grant up to two (2) hours per week to the Union for the Stewards to investigate, present, and process grievances on or off the property of the Employer and/or participate in negotiations without loss of pay. Such time spent shall be considered working hours in computing daily and/or weekly overtime.

The employer will accommodate employees on the bargaining team to facilitate their participation in negotiations. Employee must make arrangements at least 72 hours in advance with the scheduling supervisor. In the event the scheduling supervisor cannot fill the opening, employee will have to work the shift.

ARTICLE 10 - LEAVES OF ABSENCE

A. Leave without Pay

Employees covered by this Agreement may be allowed a leave of absence without pay for a period not to exceed one (1) year. Such leave shall be only with the approval of the Sheriff and County Manager, and shall not be unreasonably denied.

B. Jury Duty

Employees shall not lose regular employment pay or benefits while serving on required jury duty.

An employee shall be excused from work when required to respond to a summons for jury duty or to serve as a juror. The County will pay the employee the difference between their regular pay and juror's pay, pursuant to the following conditions:

1. Employees continue to be paid their regular weekly wages during the time they are fulfilling their obligations as a juror;
2. Employees shall provide the Sheriff, or designee, and the Human Resources Director, with an official statement of their juror's pay, as soon as possible.
3. If juror's pay is less than the employee's regular pay for the period served as juror, the employee submits the entire amount of the juror's pay to the County, minus reimbursement for mileage, meals, lodging, as may apply.
4. If such juror's pay is equal to or greater than the employee's regular pay for the period served as juror, the employee refunds to the County that amount of the juror's pay which is equal to the amount paid to the employee by the County for the period served as juror, minus reimbursement for mileage, meals, lodging, as may apply.
5. If an employee fails to turn applicable jury duty pay over to the County, the County may deduct such pay from the employee's paycheck.

C. Educational or Training Leave

Employees covered by this Agreement may be granted a leave of absence with full pay for enrollment in a special institute or course of study which will be beneficial to the employee and the Employer, with the approval of the County Manager. Such approval shall not be unreasonably denied.

D. County Elective Office

Once an employee is an official candidate for any elective County office, s/he shall be required to take an unpaid leave of absence until the completion of the election. If the employee is elected to a County office, said employee shall immediately be considered as having resigned as an employee.

E. Military Leave – Active Duty

Military Leave and rights to re-employment after such leave are available to employees under the terms and conditions of applicable federal and state law, as may be amended from time to time, including but not limited to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

The County Manager will grant any full time or part time employee military leave in accordance with applicable state and federal laws and the provisions of this section. Such military leave will be granted for attendance at any military training by an employee who is a member of any active, reserve or guard component of the U. S. Armed Forces.

Except as otherwise provided in this section, leave eligibility, re-employment rights and notice requirements for employees who are absent due to military training or service shall be in accordance with USSERA and all other applicable state and federal laws.

Employees who may be requesting military leave shall give advance notice and provide a copy of their orders to the Sheriff, or designee, and Human Resources Department as soon as they are received.

F. Reserve Military Leave

Reserve military service leave and rights to re-employment after such leave is available to employees who are members of the military reserve or National Guard under the terms and conditions of applicable federal and state law, as may be amended from time to time. Employees who are reservists or National Guard members must provide a copy of their annual drill schedule to the Sheriff, or designee, and Human Resources Department as soon as it is published. For any period of reserve service up to two (2) weeks in any calendar year, the County will compensate employees the difference between their gross regular weekly wages and their total military pay. Employees shall be entitled to accrue sick and annual leave, and maintain all benefits of seniority during such leave for the purpose of military training. Employees utilizing reserve service leave must furnish the Finance Department with an official statement of reserve service pay received.

G. Light Duty

Employees absent due to worker compensation injury may be assigned to a light duty assignment for which the employee is qualified and able to perform, predicated on any medically documented work restrictions, provided such light duty work is available. Light duty assignments shall be

in accordance with the Maine Workers Compensation Act regulations. Employee will submit to Human Resources detailing their restrictions. Light duty assignments are considered to be temporary to transition the employee back to regular assignment. A light duty assignment generally will not last more than 2 months, but may be extended where necessary.

H. Workers Compensation

The Employer shall provide the employees with Workers Compensation insurance and leave benefits as required by Maine law. Any future amendments or modifications to the law or regulations will be automatically incorporated as part of this Agreement.

An Employee who is absent because of an injury/illness determined to be work related by workers compensation and whose status is “inactive” may return to the position he/she held at the time of the injury or illness, with no loss of seniority, if the employee provides a doctor’s certification returning the employee to full duty within one year of the date of the injury or illness.

I. Maine Paid Family and Medical Leave

On May 1, 2026, or on the date the Maine Paid Family and Medical Leave law takes effect, whichever is later, all provisions of said law will be applied to bargaining unit employees and said provision will supersede any conflicting County personnel policy on family and medical leave. Costs associated with the 1% tax burden associated with this law shall be borne 50/50. Should Cumberland County select a private plan to administer a Paid Family Medical Leave, the tax burden will not exceed the State of Maine’s tax burden.

ARTICLE 11 -SICK LEAVE

A. Reason for Sick Leave

An employee may be granted sick leave in the following cases:

1. Personal illness or physical incapacity to such a degree as to render the employee unable to perform the duties for the assigned position.
2. Medical leave consisting of medical and dental appointments if they cannot be scheduled during non-working hours.

3. In accordance with Maine Family Care Act, as defined by 26 M.R.S.A. §636, employees may use up to 40 hours per calendar year if the employee is needed to care for a family member who is ill and a member of the employee's immediate family or domestic partner. An immediate family member means an employee's child, spouse, parent, or another family member under your legal guardianship. A child may be an adult child, and there is no requirement that the immediate family member actually reside with the employee. Grandparents, grandchildren, siblings, in-laws, and other more extended family members do not qualify.

4. Employees who are on workers compensation may use sick leave to make up the difference between their workers compensation benefits and their average weekly wage, as calculated for purposes of their workers compensation claim. Employees must submit a request to use sick leave for this purpose on the appropriate form, a copy of which is attached at Appendix B.

B. Partial Day Absences

Absences for a fraction of a day that are chargeable to sick leave shall be charged proportionately in an amount not less than one (1) hour.

C. Accrual

Sick leave shall accrue at the rate of ten (10) hours per month for each calendar month of service, accumulative to a maximum of one thousand two hundred (1200) hours. Prorated sick leave shall be granted to permanent part-time employees.

D. Reporting of Absence

An employee shall report sick leave absences to his/her on duty supervisor prior to the start of his/her regularly scheduled work day and in no instance later than two (2) hours before the start of his/her regularly scheduled work shift, unless extenuating circumstances exists that prevent such timely reporting.

E. Doctor's Certification

The Employer may request certification as to the use of sick leave. The medical provider's co-pay will be reimbursed by the employer. The Employer may require a second opinion from a doctor of its choice at its

own expense. If the second doctor's opinion differs from the first opinion, a third opinion shall be sought. The third doctor shall be selected from the doctors rendering the first and second opinions. The fee for the third opinion will be split evenly between the employee and Employer.

F. Pay-Out at Retirement

Upon retirement or separation in good standing, one-half (1/2) accumulated sick leave shall be paid to an employee subject to the maximum of four hundred fifty (450) hours. A good standing retirement or separation requires a two-week notice (14 calendar days) from the employee to the County. No accumulated sick leave payments shall be made to any employee who is discharged for disciplinary reasons.

G. Family Medical Leave

The employer may take whatever reasonable steps are needed to comply with the Family and Medical Leave Act of 1993. FMLA leave is governed by the requirements of federal and/or state FMLA laws.

An eligible employee may request FMLA leave, in accordance with applicable federal and/or state FMLA laws, for the care of an employee's child (birth or placement for adoption or foster care); for the care of the employee's immediate family who has a serious health condition; or for the employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's job.

An employee is required to use available accrued benefit time including sick leave, vacation, personal days and accrued holidays while an employee is on Family Medical Leave in unpaid status, or on an extended medical leave of absence in accordance with section H, below. There is no limit of the use of sick leave hours while an employee is on FMLA.

An employee on Family Medical Leave who remains in paid status as a result of income derived pursuant to a disability benefit / income protection plan (IPP) may elect to use accrued and available benefit time, but is not required to do so.

H. Extended Medical Leaves of Absence without Pay for Injury or Illness

The County shall comply with the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act (ADAAA) of 2008, and any other state and/or federal Discrimination Laws, as may apply and as may be amended.

1. Should an employee not be eligible for, or have otherwise exhausted other available leave, such as FMLA, or require an extension of leave due to a disability or serious health condition, the employee may be eligible to take a leave of absence pursuant to this section where medically necessary. All leave requests will be reviewed pursuant to applicable state and federal laws, including but not limited to, the Family Medical Leave Act (FMLA) and the Americans with Disabilities Act (the “ADA”).
2. Pursuant to the Americans with Disabilities Act (ADA) and other applicable Maine law, the County may provide a reasonable accommodation(s) for a qualified employee with a disability, unless such accommodation(s) would cause an undue hardship on the County. The employee shall inform the County of the need for an accommodation as quickly as practicable upon becoming aware that a workplace barrier exists. The County may request clarification concerning the nature of the medical condition and the employee's limitations in order to identify any appropriate reasonable accommodations. The County and the employee shall engage in an interactive process to determine any reasonable accommodations within as quick a timeframe as is practicable under the circumstances.
3. Employees seeking an extended medical leave of absence shall notify the Human Resources (HR) Department. The HR Department will then notify the Sheriff, or designee, and County Manager.
4. The employee shall submit written notification to the Sheriff, or designee, Human Resources Department, and County Manager at least thirty (30) days prior to their anticipated departure stating the probable duration of the leave. If this is not feasible, then the employee shall provide as much advance notice as possible. The County Manager will review written requests for extended medical leaves, and prior to making a determination, may require the employee to furnish written medical certification from an attending physician certifying the need for the leave and setting forth the anticipated duration, and any limiting conditions or restrictions under which work may be performed before and/or after the leave.
5. Prior to an employee being allowed to return to work from an extended medical leave of absence the County may send an employee to a physician or occupational health provider of its choosing for a Fitness For Duty physical exam.
6. Two weeks prior to the expiration of an approved leave, the employee may request a thirty (30) day extension, or an additional period of time, from the County Manager by making a written request to the Human Resources Department. The employee shall be required to furnish written medical

certification for the need for the extended leave, and if known, anticipated return to work date.

7. Extended medical leaves of absence, including extensions and renewals, shall not exceed a total combined period in excess of twelve (12) months from the start of the leave, including FMLA. If the employee does not return to work, or is unable to return to work, at the end of the twelve (12) months of leave, the employee may be terminated.
8. Approved medical leaves of absence shall immediately be discontinued in the event an employee is approved for disability retirement benefits.
9. Failure on the part of the employee to return to work after the expiration of an approved leave is deemed an unauthorized absence from work and a voluntary resignation from County employment.
10. Accrued sick and vacation leave, personal days and holidays shall be paid out to an employee on an approved medical leave of absence.
11. While out of work on an approved medical leave of absence, if an employee performs work for any other employer, or as a self-employed person, the leave may be cancelled.

I. Death Benefit

The Employer shall pay an employee's estate 100% of unused sick leave at the current rate of pay, in the event of the employee's death in the line of duty.

J. Donation of Sick leave

Employees may donate up to forty (40) hours per calendar year of accumulated sick leave to other bargaining unit employees who are on FMLA and who have exhausted all accumulated benefit leave. Donation of leave must have prior approval by the County Manager.

ARTICLE 12 - BEREAVEMENT LEAVE

A.

A leave of absence without loss of regular pay is available to employees for the loss family and close friends: up to five (5) working days are available following the death of an employee's spouse, child or stepchild, brother, sister, parent, stepparent r verified domestic partner; up to three (3) working days for the death of an employee's grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law r daughter-in-law; up to two (2) working days for the death of the employee's aunt or uncle; and up to one (1) working day for the death of any other person with who the employee enjoyed a close personal relationship. Any such leave shall include the day of the funeral and/or he celebration of life.

An employee will not be permitted to use bereavement leave for a domestic partner unless the employee and the domestic partner have filed an Affidavit of Domestic Partnership (Appendix E) with the County's Human Resources Department prior to the request for leave under this section.

B.

ARTICLE 13 - HOLIDAYS AND PERSONAL DAYS

A. Number of Days

The following days shall be observed as holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

B. Observed and Actual Holidays

Employees, who are assigned to work a standard work week, receive holiday time for the day on which the County observes the holiday. Employees who are assigned to work a non-standard week receive holiday

time for the actual day of the holiday. The clarification of positions as standard or non-standard work week positions is attached at Appendix C.

C. Other Holidays

Additional holidays designated by the President of the United States and the Governor or the County Commissioners shall also be paid holidays. Any holidays repealed by the President of the United States and the Governor of Maine or the Congress or legislature shall no longer be a paid holiday.

D. Eligibility

To be eligible for holiday time the employee must have worked his/her last scheduled work day prior to the holiday and his/her first regular work day after the holiday unless such employee is absent because of bereavement leave pursuant to Article 12 or presents a doctor's certification of the employee's inability to work on one or both of the days.

E. Holiday during Vacation

If a holiday is observed during an employee's vacation, the employee shall be given a compensatory day off for the holiday.

F. Personal Days

Employees shall be entitled to twenty (20) hours of personal time per year, provided, however, any new employee who commences employment on or after July 1 in any calendar year shall be entitled to ten (10) hours of personal time during the remainder of the calendar year.

Personal time shall be taken on the basis of seniority if more employees request the same leave period than can be accommodated by scheduling.

Employees may carry over a maximum of ten (10) hours of unused personal time from the previous year calendar year. Employees may have a maximum of thirty (30) hours of unused personal time available at any time during the calendar year.

G. Holiday Pay

1. The holiday period for pay purposes is designated as starting at 6:30 a.m. on the day of the actual or observed holiday, and ending at 6:29 a.m. on the day after the actual or observed holiday.
2. In addition to holiday pay, all work performed on a holiday will be paid at time and one-half (1 1/2); provided however that all work performed on July 4th, Thanksgiving and Christmas (Dec. 25) will be paid at double time. Holidays and personal days shall be computed as time worked for purposes of computing overtime. Holidays are accrued at ten (10) hours.
3. Whenever Independence Day (July 4) and Christmas Day (Dec. 25) holidays fall on a weekend (Sat. or Sun.), and the observance is on a Mon. or Fri., all work performed on the actual date of the holiday (July 4 or Dec. 25) is when double time will be paid, and not on the observed day for standard employees in Appendix C.

H. Use of Accrued Holidays

Employees may be paid for a holiday in the week in which it occurs by submitting a written request (email) to the Finance Department, or by other administrative procedure being used for that purpose. Accrued holiday time shall be taken on the basis of seniority if more employees request the same leave period than can be accommodated by scheduling.

Employees may accumulate holidays, but may have not more than thirteen (13) holidays accumulated at the end of the year.

Employees may use their holidays as provided in this article, or may be paid for ("cash out") up to a maximum of one hundred twenty (120) hours of any combination of unused, accrued vacation and/or holiday time on an annual basis, defined as January thru December. "Cash-out" requests will be processed two times annually (1st week in June and/or 1st week in November) by requesting such "cash out" payment in writing (email) to the Finance Department, or by other procedure being utilized by the Finance Department for this purpose. Lump sum payment will be by separate direct deposit advice on the first (1st) pay week in June or November. Written requests (emails) must be received by the Finance Department no later than two (2) weeks prior to the 1st payroll week in June and/or 1st payroll week in November.

I. Supervisory Replacement

On New Year's Day, Memorial Day, Independence Day, Labor Day, and any other day on which the Sheriff determines a public safety necessity, supervisor vacancies will be filled only by supervisors.

ARTICLE 14 - VACATIONS

A. Effective the first pay week following ratification of this Agreement, employees shall earn vacation as follows

1. Start to one (1) continuous year	40 hours
2. After one (1) continuous year	80 hours
3. After three (3) continuous years	100 hours
4. After five (5) continuous years	120 hours
5. After eight (8) continuous years	140 hours
6. After ten (10) continuous years	160 hours
7. After twelve (12) continuous years	180 hours
8. After fifteen (15) continuous years	200 hours

B. Lateral Hires ("Blue Pins")

Effective the first pay week following ratification of this Agreement, the following vacation accrual placement incentive is applicable to future "Blue Pins" laterally hired at the CCSO, and current "Blue Pins" hired retroactive to August 2005. [Refer to Appendix J for the names of six (6) additional "Blue Pins" hired retroactive to August 2005 through the date of ratification of this Agreement, and their credited vacation accrual. These six (6) names are added to the four (4) names added in the 2023-2025 CBA.]

New employees, hired at the CCSO who are certified law enforcement officers in the State of Maine at the time of hire (either an academy graduate or received a waiver from the academy), commonly referred to as "Blue Pins", shall earn the amount of vacation recognizing their prior years of documented full-time service in one or more outside law

enforcement agencies up to a maximum of fifteen (15) continuous years of service; 200 hours.

New employees who are certified “Blue Pins” and receive lateral service credit up to a maximum of 15-years as determined by the Sheriff, or designee and Human Resources Director, will receive a maximum of 80 hours of “front loaded” vacation accrual (see Article 14.A). The employee who has service credit more than 3-years will accrue any additional vacation time over the 12-month time-frame. Upon 1-year Anniversary date the employee will accrue vacation time monthly (see Article 14.C).

A “Blue Pin” hired and initially placed on the vacation accrual scale that coincides with their full-time years of continuous service, as detailed above, shall move on the vacation accrual scale calculating both credited full-time years of continuous service plus service time with the CCSO, using the employees’ anniversary date of hire.

Lateral service credit and initial placement on the vacation accrual (and wage) scale shall be determined by the Sheriff (or Designee), and Human Resources Director upon a review of documented, continuous prior service time.

C. Accrual

Vacation shall accrue on a monthly basis. The basis for accruing vacation shall be the employees' anniversary date. Vacations will be granted in advance for eventuating circumstances.

D. Permanent Part-Time Accrual

Permanent part-time employees shall accrue vacation pro-rated to the total number of hours worked during the calendar year.

E. Preference

Vacation time shall be taken on the basis of seniority if more employees request vacation at the same time than would be approved by the supervisor.

F. Carry-Over

Vacation may be carried into the next year not to exceed Two (2) times the employee's annual accrual in a year.

G. Payment for Vacation Time

Employees may be paid for ("cash out") up to a maximum of one hundred sixty (160) hours of any combination of unused, accrued vacation and/or holiday time on an annual basis, defined as January thru December. "Cash-out" requests will be processed two times annually (1st week in June and/or 1st week in November) by requesting payment in writing (email) to the Finance Department, or by other procedure being utilized by the Finance Department for this purpose. Lump sum payment will be by separate direct deposit advice on the first (1st) pay week in June or November. Written requests (emails) must be received by the Finance Department no later than two (2) weeks prior to the 1st payroll week in June and/or 1st payroll week in November.

In order to cash out unused vacation time the employee shall have previously used a minimum of 40 hours of vacation time during that calendar year.

H. Request for Time Off

Vacation requests shall be answered within ten (10) business days from date of submission. Employees may not submit a request for time off more than twelve (12) weeks in advance of the requested time off.

I. Maine Earned Time Leave

The County shall comply with the Maine Earned Time Leave Law [ETL], Title 26, M.R.S. §637, which became effective January 1, 2021.

ARTICLE 15 - SUPERVISORY PERSONNEL

No non-unit supervisor shall fill a vacant shift.

ARTICLE 16- WAGES, WORK WEEK AND WORK DAY

A. Wages

Wages shall be paid in accordance with Appendix A – Wage Scale.

The existing wage scale will be increased by 9% retroactive to the first pay week in July, 2025; the existing wage scale will be increased by 5% effective the first pay week in July, 2026; the existing wage scale will be increased by 2.0% effective the first pay week in January 2027; the existing wage will be increased by 5% effective the first pay week in July 2027.

Retroactive pay shall be paid to those employees who are Teamster unit employees as of the date of ratification of this agreement.

B. Effective Date of Pay Increases

All across the board pay increases, including cost of living adjustments will be effective on the first day of a pay week. Pay rate changes such as steps and pay grade changes will be effective on the first day of a pay week. Pay changes based on an anniversary or seniority date which falls from the first day of a pay week through Wednesday of that week will be effective as of the first day of that pay week and effective on the first day of the next pay period for anniversary or seniority dates that fall after Wednesday of that week.

C. Work Week

1. The work week shall be four (4) ten (10) hour days for patrol deputies, patrol sergeants, detective sergeants, detectives, patrol lieutenants, CID lieutenant and the community policing deputy. The work week for all other positions including summer island patrol contracts shall be five (5) eight (8) hours days.
2. General revenue deputies shall work (4) four, (10) hour shifts with fixed days, nights or late outs. Work schedules shall be Monday, Tuesday, Wednesday, and Sunday; or Wednesday, Thursday, Friday, and Saturday. Wednesdays are designated as scheduled training days.

- a. Patrol Shifts will be: 0630-1630; 1100-2100; 1600-0200 and 2100-0700.
 - b. The payroll work-week is defined as Sunday 0630 thru Sunday 0629.
3. The two marine patrol deputies in the Town of Harpswell shall be assigned to work one of the following four (4), 10 hour schedules:
 - a. Monday, Tuesday, Wednesday and Sunday, with one of the two low tides each day, or;
 - b. Wednesday, Thursday, Friday and Saturday, with one of the two low tides each day
4. Marine Patrol Deputies may be able to adjust/change their workday and/or hours for activities that are required by the Town and State. For example: boat use days, water quality sampling, cove surveying, conservation days, marine resource functions and enforcement activities approved by the Patrol Captain or designee.
5. All scheduling changes will be authorized by the Patrol Captain or designee.

The two marine patrol deputies shall accrue benefit time in ten (10) hour increments.

6. If a court appearance is scheduled for a detective on his/her day off, it shall be the obligation of each detective to alter his/her schedule to cover that court appearance. The detective must notify his/her supervisor of the change in days off and must work the day of the scheduled court appearance.
7. Management may convert an employee who works 4-10 hour days, to 5-8 hour days when the employee is attending an approved training class that is 40 hours or more. The employee will have the first refusal to work his/her scheduled work day when OT replacement is required, provided that it falls within the same pay-period. An employee who attends training less than 40 hours may elect, with supervisory approval, to work a training day/hours in lieu of a scheduled workday/hours as long as it's within the same pay period. If the employee's workday cannot be filled then the responsible employee would be obligated to work his/her shift. The Sheriff, Chief, or Captain can take administration action and deviate from the above in an emergency situation.

D. Changes in Schedule

1. All permanent changes in the work schedule will be posted and all employees affected by such permanent change will be notified in writing at least ten (10) calendar days before the effective day of the permanent change in schedule.

2. Employees who bid for new shift assignments will be moved into the new assignment within 90-calendar days from when they are awarded the shift bid.

3. An employee providing temporary coverage for an employee who is out of work for a minimum of two (2) weeks who works a four (4), ten (10) hour day schedule, may have their work schedule changed to five (5) eight (8) hour days.

E. Meal Allowance

When an employee is ordered, as opposed to volunteers, to work fifteen (15) hours or more consecutively, the County shall reimburse the employee up to \$15.00 for a meal upon presentation of a receipt for such meal.

F. Overtime Rate

Employees will be paid time and one-half (1 1/2) after forty (40) hours of work in each seven (7) day workweek. Holidays shall be computed as time worked for the purpose of computing overtime.

G. Overtime Procedure

Full-time employees have first refusal for overtime hours on a rotation basis for all shifts of forty (40) consecutive hours or less.

1. Vacant shifts shall be filled at eight (8) or ten (10) hours, as applicable.
2. Employees will first be offered the vacant shift(s) at eight (8) or ten (10) hours based on the seniority rotation list.
3. In the event the vacant shift(s) is not filled at eight (8) or ten (10) hours, after exhausting the seniority rotation list from step 2

above, management may fill the vacant shift(s) for less than eight (8) or ten (10) hours at their discretion.

4. If the vacant shift(s) remains unfilled after steps 2 and 3 above, the vacant shift shall be filled at eight (8) or ten (10) hours in reverse order of seniority.

H. Mandatory Overtime Procedures

If vacant shifts are not filled pursuant to Subsection G, the Employer can require Employees to fill shifts. If the Employer requires Employees to fill shifts, said shifts will be filled on a rotation basis in reverse order of seniority with the least senior employee assigned to the first open shift.

1. The rotation list will be reset annually on January 1.
2. An order out will be for one (1) hour or more.
3. If an employee submits a request for forty (40) hours of benefit time off (consecutive, or in conjunction with regular days off) at least three (3) weeks in advance, another employee(s) can be ordered out to fill the vacancies, if needed.
4. If an employee submits a request for forty (40) hours of benefit time off less than three (3) weeks in advance, the employee will be denied, other employees will not be ordered out to work if the shifts cannot be filled.
5. If an employee is called out for their specialty assignment(s), I.e., Dive Team, ESU, Accident Reconstruction, K-9, Honor Guard, Detective, DRE, UAV Operator, SRD, Field Training Officer, etc., this shall not be considered an order out.
6. If a Deputy is assigned to MDEA he/she cannot be ordered out.
7. If an employee is ordered out, he/she may attempt to fill the shift themselves with a replacement with notification to their supervisor with the name of the person filling the shift. If another employee volunteers to take the shift, neither employee will be considered "ordered out."

8. If an employee has already taken an outside detail, he/she cannot be ordered off the detail, except for emergency situations.

I. Limits on Overtime

Employees must have a 10 hour break after working a double shift before working again.

J. Canine Handlers

1. Canine handlers will be paid an hourly stipend in the amount specified in Appendix A (Wage Scales) added to their base hourly rate of pay for the handling, feeding, walking, grooming, veterinary appointments/care, and regular care and maintenance of their canine.

2. This schedule shall be maintained by the Sheriff's Office for each agency appointed canine handler as long as the deputy continues working as a full-time Canine Deputy or until another schedule has been agreed to between the parties. Provided however, employees who are assigned as new canine handlers after January 1, 2014, once assigned, the assignment shall be for the life of the canine. The agency will determine the number of canine handlers per shift and days off.

K. Bid Differential

Employees who hold a bid position that begins at or after 4:00 P.M. will be paid a bid differential of forty cents (\$.40) per hour added to their base rate and employees who hold a bid position that begins at or after 9:00 P.M. will be paid a bid differential of sixty-five cents (\$.65) per hour added to their base pay. This bid differential will be paid on all hours worked and remain a constant part of the base pay as long as the employee holds that bid position. Marine patrol deputies and patrol deputies who work split shifts will be paid at a blended rate of pay.

When management declares an emergency situation exists and a redeployment of employees is needed, employees who voluntarily request the reassignment and waive the 2 week reassignment notice will receive the bid differential as outlined above.

L. Placement on Wage Scale – "Blue Pins"

Effective the first pay week following ratification of this Agreement, the following initial wage scale placement incentive is applicable to future “Blue Pins” laterally hired at the CCSO, and current “Blue Pins” hired retroactive to May 2019. [Refer to Appendix J for the names of four (4) “Blue Pins” hired retroactive to May 2019 through the date of ratification of this Agreement, and their credited vacation accrual and wage scale placement.]

New employees hired at the CCSO who are certified law enforcement officers in the State of Maine at the time of hire (either an academy graduate or received a waiver from the academy), commonly referred to as “Blue Pins”, may be initially placed on the wage scale recognizing prior years of documented, continuous full-time service in one or more outside law enforcement agencies up to a maximum of fifteen (15) years of service.

A “Blue Pin” hired and initially placed on the wage-scale that coincides with their full-time years of continuous service, as detailed above, shall move on the wage scale calculating both credited full-time years of continuous service plus service time with CCSO, using the employees’ anniversary date of hire.

Lateral service credit and initial placement on the wage (and vacation accrual) scale shall be determined by the Sheriff (or Designee), and Human Resources Director upon a review of documented prior service time.

New hires who are certified law enforcement officers in the State of Maine at the time of hire (either an academy graduate or received a waiver from the academy) may be placed on the wage scale up to Step .4

M. Administrative Leave

Employees, who are subject to an investigation by the Maine Department of the Attorney General as a result of an on duty use of deadly force, will be placed on administrative leave and will be paid the average weekly wage until the findings are issued. The average weekly wage will be calculated using the employees six month earnings immediately prior to being placed on leave.

When an employee is placed on administrative leave for any reason other than above, the employee shall be paid the difference between the base rate and the average weekly wage upon return. The average weekly

wage will be calculated using the employees six month earnings immediately prior to being placed on leave. Differential shall be included.

N. Officer in Charge [OIC]

In the absence of a supervisor a unit member will be assigned OIC and shall perform the full range of responsibilities and command authority of a supervisor and shall be paid an additional \$3.50/hr.

O. Specialty Assignments

Effective the first pay week following ratification of this Agreement [with the exception of CID and Canine Deputies], deputies authorized/assigned by the Sheriff who are “actively performing” one or more specialty assignments identified and described in Article 24, Seniority, Section G, shall receive an additional \$0.38 per hour added to their base hourly rate. The stipend does not apply to deputies who may be certified in a specialty, have served in the past, but are not currently assigned by the Sheriff (or Designee) and actively performing a specialty.

P. School Resource Deputy [SRD]

1. Effective the first pay week in July 2023, in addition to the \$0.38 per hour specialty assignment stipend described in Section 16.O, above, SRDs shall receive an additional stipend of \$1.00 per hour when assigned or designated by the CCSO as the Department School Resource Deputy for contracted SRD law enforcement services.
2. The SRD stipend shall apply 365 days/year when school is in active session, and during periods of school closure, including but not limited to, snow days, weekends, school vacation/break weeks, holidays, emergency/unforeseen closures, and during the summer months when school is not in session. [SRD stipend shown is shown in Appendix A]
3. School Resource Deputies shall the have the first refusal on all details related to the school for which they are assigned.

Q. Educational Stipends:

Employees possessing an accredited university or college degree shall be paid as listed below:

- Associates Degree: .25/hour
- Military (4-years Active Duty-Honorable Discharge): .25/hour

- Bachelor's Degree: .45/hour
- Master's Degree: .50/hour

ARTICLE 17 - CALL-IN

A. Call In

Employees called back to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay. This section applies only when a call back results in hours worked which are not annexed consecutively to one end or the other of the working day and working shift. This section does not apply to scheduled overtime.

B. Seven (7) -Day Detective On-Call Coverage

The Detective Lieutenant, Detective Sergeant and the Detectives assigned to CID, with the exception of the Detective assigned to MDEA, and Detective assigned to domestic violence investigations, shall participate in providing seven day on-call coverage, and receive an additional \$1.40 per hour differential added to their base hourly rate of pay for all hours worked.

2. The Det. Lt., Det. Sgt. and the Detectives (excluding Detective assigned to MDEA, and Detective assigned to domestic violence investigations), will be on-call and available during the hours the Detective Bureau is not in operation, seven days per week.
3. The designated on-call Det. Lt., Det. Sgt., Detective will be required to answer a call within thirty (30) minutes of being called and report to the scene within ninety (90) minutes of the call, unless excused.
4. The on-call Det. Lt., Det. Sgt., Detective shall have personal use of the County car while on call, however, may not use CID vehicle for patrol or traffic enforcement details.
5. The on-call schedule will be created and managed by the Det. Lt. and Det. Sgt.
6. Whenever an on-call opening results from illness/sick call out, vacation, mandated/approved training, FMLA, Workers' Comp, extended medical leave of absence, or any other scheduling that creates a conflict with the on-call schedule, the respective Detective who is on-call and has a scheduling conflict is responsible for notifying the Det. Lt. and/or Det. Sgt. as soon as is practicable, In the event it involves the Det. Lt., they will notify the CID Captain.

7. Scheduling conflicts shall be resolved through voluntary swaps with other Detectives (to include the Det. Lt., and the Det. Sgt.). In the event there are no volunteers, the on-call shift(s) shall be filled on a rotation basis starting with inverse seniority, with the least senior Detective (to include the Det. Lt., and the Det. Sgt.) being assigned to the on-call opening(s).
8. If a holiday falls within the on-call period, the Det. Lt., Det. Sgt., and Detective on-call banks the holiday; and,
9. On-call Det. Lt., Det. Sgt., and Detectives retain the ability to work overtime shifts.
10. CID Detectives, Det. Lt., and Det. Sgt. participating in the seven day on-call coverage pool who are out of work due to FMLA Leave, Workers' Comp Leave, Military Leave, extended medical leave as provided by the ADA, ADAAA, and any other applicable federal and/or state leave laws that may apply, are ineligible to receive the \$1.40 per hour on-call stipend, as outlined in section B.1 above, while they remain out of work, until such time as they are cleared to return to work and are reinstated to the seven day on-call coverage pool.

ARTICLE 18 - COURT APPEARANCE

Employees required to testify in Court as a witness for the State, the Employer, and/or as a result of acting in the capacity of a law enforcement officer, will be paid at the appropriate rate of pay for a minimum of four (4) hours. This section applies only when the time required for the court appearance is not annexed consecutively to one end or the other of the working day or working shift. If the State eliminates the payment of Court fees, the Employer shall assume such payment at the rate being paid at the time the State eliminates such fee. Any fees paid to the employees while also being paid by the Employer, shall be turned over to the Employer.

Any employee subpoenaed to appear in court as a witness in private litigation, or as a party in private litigation unrelated to County employment, will be allowed time off without pay for such attendance. Employees may use available vacation, personal, and holiday time, to the extent available.

ARTICLE 19 - MILEAGE

Should an employee be required to use his/her personal vehicle in the course of employment for the Employer, the Employer shall reimburse the employee at the standard rate as set by the Internal Revenue Service.

ARTICLE 20 - UNIFORMS

A. The initial issue of uniforms shall be as follows:

2	long sleeve BDU shirts	Canine& Marine Patrol only
2	short sleeve BDU shirts	Canine & Marine Patrol only
2	BDU pant	Canine & Marine Patrol only
1	summer uniform shirt	Canine & Marine Patrol only
1	winter uniform shirt	Canine& Marine Patrol only
1	uniform pant	Canine& Marine Patrol only
1	cell phone (effective 7/1/24)	

All other deputies:

3	summer uniform shirts	
3	winter uniform shirts	
3	uniform pants	
1	all-weather jacket (zip-out lining)	
1	summer campaign style hat	
2	uniform badges	
2	pair collar brass	
1	hat insignia	
2	name tags	
1	rain hat cover	
1	duty belt	
1	holster	
3	magazines	
1	double magazine holder	
1	baton and holder	
2	pair handcuffs and case	
1	firearm	
50	rounds of service ammunition in a box	
2	ties	
1	tie tack	
4	belt keepers	
1	pair uniform boots or uniform shoes	
2	turtlenecks	
1	undercover raid jacket (detectives only)	
1	cell phone (effective 7/1/24)	

B. Replacement

All uniform items will be replaced on an as needed basis unless the uniform is damaged through employee neglect in which case the employee

will be responsible for providing the replacement. Uniform items may be repaired, altered, or refurbished, if possible, at the Employer's expense. Replacement items needed due to sizing needs will be at the employee's own expense. No more than one (1) pair of boots or shoes will be replaced in any one (1) calendar year. Boots may be repaired, resoled, or refurbished, if possible, at the Employer's expense. In order for an employee to receive a new uniform item, the old items must be turned in and exchanged for the new item.

C. Detectives

Annually, the detectives shall receive a \$800.00 clothing allowance, on a fiscal year basis defined as July 1 to June 30. The Employer shall issue a check for the actual cost of proper work attire up to the maximum amount of the applicable clothing allowance. This reimbursement will be treated as ordinary income by the Employer. Any tax liability that may accrue is the responsibility of the employee. Detectives who regularly work uniformed patrol shifts an average of two (2) shifts per month shall also be eligible to receive uniform replacement items pursuant to §B. above.

D. Canine Deputies

The Canine Deputies shall receive up to \$150 annually for the purchase and replacement of rain gear, boots, and gloves as needed.

ARTICLE 21 – INSURANCE AND RETIREMENT

A. Worker's Compensation

The Employer shall provide employees with Workers' Compensation insurance and leave benefits as required by Maine law. Any future amendments or modifications to the law or regulations will be automatically incorporated as part of this Agreement. If an employee is receiving workers' compensation benefits, the employee will continue to accrue vacation, sick, and holiday time. Employees who meet the conditions set forth in Appendix G are entitled to the benefit set forth in that Appendix.

B. Maine Public Employees Retirement System

The Employer shall provide retirement coverage equivalent to that currently provided by the Maine Public Employees Retirement System (“MainePERS”) as long as the employee opts to participate in the plan. Effective July 1, 2008, the retirement plan offered through MainePERS changed to the Special Plan 2C; 25 year, no age retirement plan, with no County buy back of service time. Effective March 28, 2011, new employees, as a condition of employment, must participate in the Maine Public Employees Retirement System and contribute the employee’s share as established by MainePERS.

Effective January 1, 2024 the Plan changed to Special Plan 3C, 25 years, no age retirement plan, with no County buy-back of service time.

C. Social Security

The Employer shall provide employees with social security coverage or its equivalent program.

D. Group Life Insurance

At their own expense employees may participate in the Maine Public Employees Retirement System (MainePERS), or the Maine Municipal Employees Health Trust (MMEHT) Group Life Insurance programs, as long as they are available.

E. 457 Deferred Compensation Plan

Employees hired prior to March 28, 2011 who do not participate in MainePERS shall be entitled to a match of up to 5% of their annual base wage deposited into a 457 deferred compensation retirement plan through companies with whom the Employer has contracted. Five percent (5%) shall be the maximum contribution by the Employer, but employees may contribute more as permitted by law. Employees who are in the MainePERS plan may participate in a 457 deferred compensation plan, but the Employer will not provide any contribution to the 457 plan.

County employees who previously declined enrollment in the Maine Public Employees Retirement System (MainePERS) who transfer in to this bargaining unit are eligible for the 7% County matching contribution to a 457 deferred compensation plan. [Example: when a county corrections officer is hired as a county patrol deputy]

F. Roth IRA

A Roth IRA is a savings vehicle that can complement other County retirement plans by allowing tax-free earnings and flexible withdrawals.

Employees may participate in any Roth IRA Plan offered by the County with 100% employee contributions through payroll deduction. There is no County matching contribution. The County may contract with any Roth IRA provider(s) of its choosing. Participation shall be governed in accordance with the Plan document.

G. Medical Insurance

The Employer shall provide a comprehensive group hospital, surgical, and major medical plan for all employees working at least thirty (30) hours per week, and regularly scheduled year round. New employees who are eligible to join the plan will be enrolled in the plan on the first day of the next month following his/her date of hire.

At any time during the course of the year, if a qualifying event occurs which affects employer health insurance premiums, i.e. marriage, birth/adoption of a child, or divorce, the employee must notify the employer through the County's Human Resources Department within 30 days of the event.

1. The Employer shall pay to Allegiant Care the premium rate established by Allegiant Care. The employee contribution shall be as indicated in subsection 2 of this Article. The premium rate year for medical insurance from Allegiant Care shall be January 1 through December 31.

2. Employee Contributions

The employees, through payroll deduction shall pay \$165.07 per month towards the cost of this coverage for the period of January 1, 2011 to December 31, 2011. The employees, through payroll deduction, shall pay \$170.07 per month towards the cost of this coverage for the period of January 1, 2012 to December 31, 2012. If the overall premium increases in 2011 and thereafter, the employees cost will increase by the same percentage that the overall premium increases.

Employee and County premium contribution rates are shown in Appendix H.

3. Allegiant Care

The Employer hereby consents to and agrees to be bound by the terms and provisions of the Trust Indenture under which Allegiant Care is administered and to any amendments to said Indenture.

A copy of this Agreement has been delivered by the Employer to the Fund Director of Allegiant Care. Any amendments to this Agreement relating directly or indirectly to the contributions being made hereunder will be forwarded to the Director by said Employer within ten (10) days after adoption. Any additional contributions required by Allegiant Care for continuation of the existing benefit program before the expiration date of this Agreement shall be due and owing Allegiant Care by the Employer from and after said expiration date, or if such additional amounts are first required by Allegiant Care during the post agreement negotiations period, they shall be due and owing by the Employer in accordance with terms of this Agreement.

The Union agrees and holds the Employer harmless from any claims, loss of benefits, or cause of action against the Employer by any employee covered by this Agreement as a result of action taken, decision made by and/or amendment to the Indenture Agreement by Allegiant Care.

4. Section 125

The employee may voluntarily participate in the Employer's Section 125 cafeteria benefits program.

H. Income Protection Insurance

Employees may enroll in an Income Protection Plan (IPP) offered by the County through the Maine Municipal Employees Health Trust (MMEHT) that protects against income loss for non-occupationally incurred

injury or illness. Premiums are employee paid with no County contribution. Coverage starts on the first of the next month following the employee's date of hire. The County provides payroll deduction for premiums.

I. Conditions during Absence

The Employer will continue to contribute its portion of the health insurance premium for any employee on unpaid sick leave for no more than two (2) months, except for employees on Family Medical Leave for no more than twelve (12) weeks and for an employee out of work on Worker's Compensation for no more than twelve (12) months from the date of incapacitation. The employee may continue to participate in the group health insurance plan if s/he pays the full cost of the total monthly premium, provided that the cost of the premium is delivered to the Finance Director in the month that is it due, and provided the insurance carrier allows such person to continue as a member of the group. Failure to submit the premium payment to the Finance Director when it is due will result in the employee being dropped from the group plan.

J. WELLNESS PROGRAM

The County has established a health and wellness promotion program focusing on health awareness and prevention.

Employees may voluntarily participate in any Wellness Program offered by the County, in addition to being eligible for any applicable participation incentives.

ARTICLE 22 - TRAINING

A. Posting

The number of hours provided for training will be substantially equal for all employees. The Maine Criminal Justice Academy training availability sheets will be posted at all work locations so that employees will know what training is being offered.

B. Reimbursement

Employees will be reimbursed for the cost of tuition for college, university, or continuing education courses that are work related and approved in advance of taking the course by the Human Resources

Director. Work related shall mean a course that is directly related to any actual job classification within County government. The rate of reimbursement shall be up to the tuition rate charged by the University of Southern Maine. The decision of the Human Resource Director is not subject to arbitration. Payment will be made by the Finance Department upon receipt by the Human Resources Director of a transcript showing the grade for the course and a receipt or canceled check for the amount of tuition as follows:

1. Grade of A 100% reimbursement
2. Grade of B 100% reimbursement
3. Grade of C 60% reimbursement

ARTICLE 23 - CRUISERS

Employees and/or their families shall not be denied the right that any other citizen has with regard to being transported in a cruiser.

If, as a result of successful bidding on a vacancy, the employee's new patrol area is either farther from his/her residence than his/her previous patrol area or outside the employee's new patrol area, the Employer retains the right to restrict the use of the Employer's vehicle at times other than when the employee is in his/her assigned patrol area on duty.

ARTICLE 24 - SENIORITY

A. Definition

Bargaining unit seniority shall be defined as continuous service in the bargaining unit. Employer seniority shall be continuous service with the Employer in a position that accrues benefits, whether in the bargaining unit or not. Employer seniority shall be calculated for the purposes of determining vacation, sick leave, and bereavement leave. Bargaining unit seniority shall be calculated for purposes of movement on the salary scale, probationary period, layoff, recall, promotion, and outside details.

1. General Probationary Period

For all purposes except discipline and discharge, the probationary period shall be six (6) months from the original date of hire. During this probationary period, employees shall be eligible for all provisions of this Agreement except as specifically stated otherwise.

2. Discipline and Discharge

For purposes of discipline and discharge, the probationary period shall be twelve (12) months:

- a. From date of hire for employees who already graduated from the Maine Criminal Justice Academy or
- b. 12 months after completion of the Maine Criminal Justice Academy or
- c. 12 months from the date the Board waives the basic training requirement, during which period the Employer's right to discipline and discharge shall be incontestable and non-grievable.

B. Use of Seniority

Bargaining unit seniority shall be the governing factor in cases of layoff and recall. Seniority shall be a consideration for promotions, but will not be the only or most important criterion for promotion. In the event of a layoff, reduction in work force, the employees involved, if any, shall have the right to bump the junior person in the classification or in a lower classification if the employee previously held the position with the Employer.

C. Recall

Employees will be recalled by order of bargaining unit seniority to the classification from which they were laid off. Recalled employees must pass the requisite physical examination at the Employer's expense if the layoff has been six (6) months or more.

D. Vacancies

All permanent vacancies shall be posted and filled by the senior qualified applicant. No additional changes in patrol assignments shall be made during the life of this Agreement except by mutual agreement. The Employer will not be held to this provision in situations that will adversely affect the overall good of the department.

E. Position Preference

Current unit employees shall have preference for all posted positions in the bargaining unit.

F. Filling Vacant Lieutenant or Sergeant Positions

When there is a vacant Lieutenant or Sergeant position to be filled, current employees within the classification will be offered the position first on the basis of time in grade seniority, first refusal. If no current employee in the classification wishes to be considered for the position, the position will be offered in accordance with the provisions of Article 25 of this agreement.

G. Specialty Assignments

1. All specialty assignment openings will be posted as they become available, to include if an employee is removed or leaves the assignment. Should multiple employees apply, the Sheriff's Office will select the most suitable candidate for the assignment. Should no employees apply for the assignment, the least senior employee may be forced into the assignment. However, in no case will any employee with more seniority than the less senior be forced into the assignment. There will be no hiring lists for specialty assignments with the Sheriff's Office. Specialty Assignments include, but are not limited to, Canine Deputy, Detective, Emergency Services Unit, Dive team, Community Policing Deputy, School Resource Deputy, Marine Patrol Deputy, Drug Recognition Expert, Honor Guard, Unmanned Aerial Vehicle Operator, Field Training Officer, and Accident Reconstructionist, Firearms Instructor, Taser Instructor, MARC Instructor.

- A. If an employee is removed or leaves an assignment that is an assigned shift, the vacancy will be put out to all members for bid. These assignments include: Detectives, School Resource Deputy, Community Policing Deputy, K-9 Deputy, MDEA Deputy, Domestic Violence

Investigator, Marine Patrol Deputy and/or any other specialty assigned shift.

2. With the exception of the canine deputy assignment, which shall be for the life of the canine absent extenuating circumstances, effective with the ratification of this Agreement, new or current employees selected for assignments listed in section G.1 shall serve in that specialty assignment(s) for a minimum of three (3) years, unless removed by the Sheriff, or designee, for good cause, being unavailable to work due to an approved leave of absence or workers' compensation injury/illness, promotion, change in assignment, by mutual agreement of the employee and Sheriff, or for any other valid purposes in the best interest of the Sheriff's Office and/or employee.

- A. The canine deputy and dog assigned to the Town of Standish shall be for the duration of the service life of the dog, or discontinuation of the program. The working schedule shall be mutually agreed upon by the CCSO command staff and Town of Standish. The assigned deputy may not bid shifts out of the Town of Standish for the service life of the dog.

Current employees currently serving in specialty assignment(s) as of the date of ratification of this Agreement are grandfathered and are not required to serve an additional three (3) years in the assignment(s) if they have been in the assignment for less than three (3) years. [Example: employee has served in an assignment for two years; in this case they are required to serve a minimum of one additional year; or, an employee has served in an assignment for one (1) year; in this case they are required to serve in the assignment for a minimum of two (2) years]

3. Temporary Supervisory Assignments

When a Patrol Sergeant, Detective Sergeant or Detective Lieutenant are on leave due to illness, injury or training for a period of less than fourteen (14) weeks, and the position needs to be filled, it shall be temporarily filled with the most suitable candidate as determined by the Sheriff, or designee. This may include OICs and lateral movements, whichever is most appropriate, given existing staffing, scheduling, availability and any other relevant factors. Based upon the attendant circumstances, the County and Union may mutually agree to extend the fourteen (14) week period.

ARTICLE 25 - PROMOTIONS

A. Bargaining Unit Promotions

1. Posting

If the Employer has a bargaining unit position it intends to fill, it shall be posted electronically in the department for fourteen (14) calendar days and will notify employees of posting.

2. Application for Promotions

Employees qualified for the promotion shall make application and submit a current resume' for the position to the Human Resources Department. Applicants who are not minimally qualified will be screened out of the process by the Human Resources Office. Those who are qualified and those deemed not qualified will be notified accordingly. In addition to the qualifications in the posting, to qualify for a Sergeant's position, employees must have been employed as a patrol deputy at least two (2) years as of the date of the promotional exam (Written Test Date) as a Patrol Deputy with CCSO. To qualify for a Lieutenant's position, employees must have been employed at least five (5) years as of the date of the Assessment Center/Oral Board Date and must have one (1) year with the rank as a CCSO-LE Sergeant.

3. Promotion Criteria

The promotion scoring worksheet is shown in Appendix I and K.

Promotions shall consist of the following criteria:

- a. Written Test (Sgt. Only): *Raw Score ÷ 2/Max 50.*
- b. Assessment Center (Lt. Only): *Raw Score x 1.39÷3/Max 50.* Based on 3-problem solving exercises, scored 0-4 on 9 grading categories. Candidates' names are anonymous and scored by outside vendor who conducts exercise.
- c. Oral Board:
Rapid Fire: 10-questions, scored 1-5 per question.
Raw Score ÷ 3/Max 50.
Scenario: 1-question, scored 1-5 in six categories.
Raw Score ÷ 1.8/Max 50.
- d. Seniority: *Raw Score-Max 10 points*

- e. Work Records:
Complementing Documents: *Raw Score-10 points Max*
Disciplinary Records: *Raw Score*
- f. Education/Military Service: *Raw Score-10 points Max*

Candidates will need to achieve an overall score of 70% (combine scores of criteria a, b and c) in order to be eligible for either the Lieutenants and/or Sergeants promotional list. Anyone with an overall score of less than 70% will NOT be eligible to be placed on the promotional list.

4. Written Test-Sergeant Promotional Only

Written test will be given every twenty-four (24) months unless the promotion list is exhausted within the twenty-four (24) months period. Applicants will be notified of the date of the written exam at least sixty (60) days prior to the exam and provided with a list of materials to study. The written exam will be an exam that has been appropriately validated. Written Test is based on 100 questions. Raw Score is divided by 2, Max grade is 50.

An exhausted list is defined as, when ALL candidates on the promotional list have been offered an open promotional position and have either taken and/or declined the position.

5. Assessment Center-Lieutenant Promotional Only

The Assessment Center will rate the Lt. Candidate on in-basket exercises/problem solving questions, in which the candidate will provide a written response. An Outside Vendor will conduct the exercise, consisting of three (3) problem solving exercises, candidate(s) responses are anonymous and graded by the same vendor. Candidates are scored 0-4 in 9 separate categories. Raw score multiplied by 1.39 ÷ 3 equals the candidates score. Max grade is 50.

6. Oral Board-Rapid Fire and Scenario

Committee Make-up: All qualified applicants shall appear before an Oral Board Committee composed of five (5) members, two (2) shall be

selected by the Union, two (2) selected by the Employer, one of whom is from the Sheriff's Office administration and one of whom is from Human Resources, plus a fifth (5th) member from outside the Cumberland County Government, to be mutually agreed to by the Employer and the Union.

Process: The Committee shall use a prepared list of rapid-fire questions and scenario questions which will be asked of each candidate. The rapid-fire questions and scenario shall be reviewed by the promotional committee in order to fairly and uniformly test each candidate. The rapid-fire questions and scenarios will be reviewed by the Human Resources Office in order to ascertain that all the questions are legal. The highest and the lowest score of the five (5) Board members shall be eliminated with the remaining three (3) scores averaged.

Rapid Fire questions: 10-questions, scored 1-5. Final Score divided by 3 equals the candidates score. Max grade is 50.

Scenario question: One (1) Scenario, scored 1-5 in six (6) categories. Final Score divided by 1.8 equals the candidates score. Max grade is 50. Employees will be ranked according to their total score.

7. Seniority

Candidates will receive 1-point for each full year of service as a CCSO-LE employee based on the Date of Hire, maximum of 10-points.

8. Work Record Criteria

The Promotions Board shall score work records as follows:

a. Documents complimenting employees' work will be classified according to the Sheriff's Office Policy and awarded the following points:

1. Academic Award, Administrative Award of Merit, Life Saving Award, Sheriff's Annual Award and Chief Deputy's Annual Award. *1 point*

2. Supervisor of the year, Deputy of the year, Elliot Award. *2 points*

3. Commendation, Medal of Valor
3 points

b. Discipline in an employee's personnel file shall be treated for promotional purposes as follows:

1. Written warning *-1 point*

Written warnings shall not be considered for promotional purposes after six (6) months from the date of the warning.

2. Written reprimand *-2 points*

Written reprimands shall not be considered for promotional purposes after one (1) year from the date of the reprimand.

3. 1-2 day's suspension *-3 points*

One (1) to two (2) days suspension shall not be considered for promotional purposes after three (3) years from the date of the suspension.

4. 3-5 day's suspension *-5 points*

Three (3) to five (5) days suspension shall not be considered for promotional purposes after five (5) years from the date of the suspension.

5. 6 or more days suspension *-8 points*

Six (6) or more day's suspension shall not be considered for promotional purposes after eight (8) years from the date of the suspension.

9. Education/Military Service

- a. *3-Points*: Associates Degree and/or Less than 4-years Military Reservist or Active Duty.
- b. *6-Points*: Bachelor's Degree and/or 4-years or more Active Military.
- c. *9-Points*: Master's Degree
- d. *10-Points*: Doctorate

The College Degrees are from accredited schools as defined by the County Policy. There is no combining of points, candidate can only be scored under one (highest) category listed above.

Scoring will be at the two decimal points and rounded up (example: 44.3879 would be rounded up to 44.39).

Promotional Worksheets will be utilized for scoring each candidate, Appendix I for Sergeant and Appendix K for Lieutenant.

Final scoring of worksheet (Appendix I and K) will be done with 1-Administrative Representative, 1-Union Representative and 1-Human Resources Representative.

10. Promotions List

The promotion list shall be valid for twenty-four (24) months from the date it is established, which is the date Labor and Management meet for final scoring of the promotional worksheet-Appendix I or K. Candidates will receive a copy of the respective Promotional Worksheet and overall ranking in writing. Human Resources will post the candidate names on the promotional list via the intranet.

The names of the top three highest ranked candidates on the list will be provided to the Sheriff who will fill the promotion from one of those candidates. The candidates not selected for the promotion shall remain on the list in their order of rank. When there are more than three (3) candidates in the overall list, candidate #4 will move into the top three list and so on. The Sheriff will again fill the promotion from the top three on the list, until the list is exhausted or expired.

This process will be followed each time a new promotions list is established.

7.

11. Tie Breakers

In the event of a tied score, the Sheriff shall select the person to be promoted.

12. Probation Period

a. Six Month Probation

Promoted employee shall serve a six (6) month calendar day probation period during which time management may move the employee back to his/her former job classification if the employee does not perform the new duties adequately. Before employees can be moved back to their former position, a written evaluation must be prepared for the employee in the promotional position.

b. Twenty Day Trial Period

Should the employee decide s/he is not fit for the promotion, the employee, may return to his/her former position and assignment within twenty (20) actual work days from the first day worked in the new position.

ARTICLE 26 – REIMBURSABLE EVENTS

A. Rate of Pay

1. Deputies who perform services outside their regularly assigned duties & which are reimbursed by non-county funds shall be paid \$85.00 per hour with a four (4) hour minimum, however, if any outside detail is required or mandated by the County, then employees shall be paid at the appropriate rate of pay.

2.

3. Any detail funded through the Department of Highway Safety shall be paid at the regular overtime rate.

B. Filling of Outside Details

A separate rotation list shall be maintained for filling outside details. All details will be filled in the same manner as overtime shifts, except they may be filled by sending out an email listing the details, with an end date, and then filled by rotation. The outside detail list will be available to employees and updated as needed.

C. Rotation Assignment

Assignments to outside police service details shall be offered first to bargaining unit employees on a rotation basis by seniority unless the contracting organization specifically requests a particular employee not be assigned.

There will be three rotations for the filling of overtime and details, as follows:

1. Outside Detail Rotation

- a. Details that are paid for by an outside vendor (Premium Pay)
- b. School details, construction, private citizens, etc.

2. Patrol Shift Rotation

- a. Open shifts, eight or ten hours. County OT

3. County Paid/Grant Reimbursed Details

- a. Bureau of Highway Safety, extended coverage, County paid overtime that is not a shift

When an outside detail is schedule premium holiday pay for Thanksgiving, Christmas, and 4th of July, it shall be paid at whichever rate is higher; detail pay or double-time.

If a particular employee is rejected by a contracting party, the reasons for such rejection must be provided in writing to the employee who will have the opportunity to answer any complaint against him/her. Such complaint would be placed in the employee's personnel file along with his/her answer to said complaint. The complaint shall remain confidential to the extent the Employer has control over the matter. Any unsubstantiated complaint will be removed from the file.

D. Assignment Procedures

The Sheriff or his/her designee shall be responsible for filling outside duty assignments. Details will be equalized and offered on a rotation basis by seniority from a sign-up sheet for outside details. A refusal or if an employee cannot be reached by telephone, shall be counted as worked for equalization purposes. However, if an offer is passed over for an assignment pursuant to B. above, the name shall remain on the top of the list.

E. Qualifications

No employee who is not qualified will be allowed to be placed on the outside detail roster.

F. Posting

Outside details shall be posted for a period of fourteen (14) calendar days prior to the detail or as soon as the detail is known if less than fourteen (14) days.

G. Cancellation of Detail

If a detail is cancelled less than a 24-hour notice, the Deputy assigned to the detail shall be paid four (4) hour minimum at the Deputies Overtime rate. This excludes details involving schools.

ARTICLE 27 - PERSONNEL FILES

A. File Inspection

The employee shall have the right to inspect his/her personnel file. Inspection shall be during regular business hours and shall be conducted under the supervision of the Employer. An employee may make a copy of their personnel file once per year at the County's expense in accordance with Maine law. (26 M.R.S.A. §631). For additional requests made within the same one year period, an employee shall be entitled to have a copy⁷ made of any items in the file at his/he own expense. An employee may have a representative of the Union accompany him/her during such review.

B. Response to Material

1. No material will be placed in the personnel file unless the employee has been provided with a copy of such material except for regular business records of the Department. Within five (5) days of receipt of such material, the employee may file a written reply to any adverse material placed in his/her personnel file.

2. Upon request of an employee, records of discipline in the employee's personnel file may be cited in subsequent disciplinary proceedings, subject to the following limitation:

Written warnings shall not be considered after six (6) months from the date of the warning.

Written reprimands shall not be considered after one (1) year from the date of the reprimand.

1-2 days suspension shall not be considered after three (3) years from the date of the suspension.

3-5 days suspension shall not be considered after five (5) years from the date of the suspension.

6 or more day's suspension shall not be considered after eight (8) years from the date of the suspension.

The above limitations are subject to provision that if an employee receives additional discipline during any period cited above, the prior discipline can be cited in subsequent disciplinary proceedings during the time of the additional discipline period.

ARTICLE 28 - DISCHARGE OR SUSPENSION

A. Employee Interview

If an employee is to be interviewed concerning allegations of misconduct, the investigator shall inform the employee of the specific conduct and/or allegations prompting the investigation. Nothing shall preclude the employer from expanding the scope of the investigation based upon information obtained during the investigation process. The investigator shall identify the source of the allegations, unless the employer believes that the circumstances require nondisclosure of the source.

B. Documents

When the investigation results in disciplinary action against an employee, the Union is entitled to a copy of the entire investigation, which shall include a copy of the recorded interviews and documents gathered by the Employer as part of the investigation. The County will provide one (1) copy of these documents to the Local Chief Steward. The Union has the sole responsibility to provide the employee with the documents. When the investigation is complete, the employee shall be entitled to a copy of the Internal Affairs report. If a pre-determination hearing is held, the County will provide the copy to the Union business agent 5 working days before the hearing.

C. Union Representation

If an employee is to be interviewed concerning allegations of misconduct by the employer, the employee may have Union representation during the interview. When an employee is interviewed as a witness to alleged misconduct, that employee may have union representation at an interview when the employee reasonably believes he/she may be subject to disciplinary action as a result of the investigation.

D. Timely Investigation and Notification

The investigation shall be conducted without unreasonable delay and the employee will be advised of the final outcome of the investigation. If at the end of the thirty (30) work days, the investigation has not been completed, the respective Captain or Chief Deputy will review the status of the investigation and within 7- work days will provide a written report to the employee and the Union on the status of the Investigation and estimation of completion.

E. Just Cause

1. Standard

No employee, after successful completion of twelve (12) continuous months of employment shall be disciplined or dismissed without just cause. Any grievance filed as a result of such action may begin at the step where the discipline or dismissal originated. If the employer has reason to reprimand an employee for failing to fulfill his/her responsibilities as

employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

2. Adverse Material

Employees may respond to adverse material placed in their personnel file within ten (10) working days of receipt of the material. The response shall be in writing and will be attached to the original document, with a copy of the response being provided to the author of the adverse material.

3. Personnel Files

Discipline in an employee's personnel file may be cited in subsequent disciplinary proceedings, subject to the following limitations:

- a. Written warnings shall not be considered after 6 months from the date of the warning.
- b. Written reprimands shall not be considered after 1 year from the date of the reprimand.
- c. Suspensions of 1-2 days shall not be considered after 3 years from the date of the suspension.
- d. Suspensions of 3-5 days shall not be considered after 5 years from the date of the suspension.
- e. Suspensions of 6 or more days shall not be considered after 8 years from the date of the suspension.

Provided however, if an employee receives additional discipline during any period cited above, the prior discipline may continue to be cited during the period of the additional discipline. The employee shall have the right to inspect his/her personnel file.

An employee may make a copy of their personnel file once per year at the County's expense.

F. Leave from Work

Any leave from work, required by the Employer, during any such internal investigation shall be without any loss of pay and/or benefits by any employee involved in said investigation (See Article 16.M.).

A Pre-determination Hearing (PDH) will be held within 10- business days after employee conduct that could result in suspension, demotion and/or termination is made known to Command Staff. In the event the employee conduct requires an internal affairs investigation, at the discretion of the Command Staff, then a PDH will be held within 10 business days after the conclusion of the investigation. The employee, Union Representative and Business Agent will be notified of the date, time and location of the PDH as soon as practicable. The notice shall include the Agency violation(s) that the employee is alleged to have committed and a summary of the nature of the complaint or allegations.

The PDH will be conducted by a Command member with a member from Human Resources present along with the employee, Union Representative, and Business Agent (the employee can waive Union representation, if they choose). A written decision will be rendered by the Command Staff member who conducted the hearing within 10-business days after the PDH.

Should the Command Staff member recommend termination, the Sheriff will issue the final disciplinary decision. A grievance of a decision to terminate employment shall proceed to Step 2 with the County Manager.

A.

G. Notice of Appeal

A discharged or suspended employee must advise his/her Local Union in writing, within five (5) days after receiving notification of such action against him/her of his/her desire to appeal the action. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of the discharge or suspension.

H. Severance

A discharged employee must be paid in full for all wages owed him/her by the Employer, including earned vacation and holiday pay, if any, on the next regular pay day.

I. Remedy for Wrongful Discharge

Should it be found that the employee has been wrongfully discharged or disciplined, s/he shall be made whole. This section does not prevent the parties at any step of the grievance procedure from agreeing to reduce the penalty without making the employee whole, nor does this section prevent the arbitrator from modifying a penalty that does not make the employee whole. Making the employee whole shall mean restoration of any lost wages, benefits, and seniority.

ARTICLE 29 - COMPLAINTS FROM THE PUBLIC

A. Administrative Complaint Form

The employee shall receive a copy of the Administrative Complaint Form when a complaint is made against him/her by the public upon completion of the investigation.

B. Representation

If an employee is to be interviewed concerning allegations of misconduct the employee may have Union representation during the investigation.

C. Timely Notice

The investigation shall be conducted without unreasonable delay and the employee will be advised of the final outcome of the investigation. At the end of the thirty (30) work days, the employee will be informed of the status of the investigation.

ARTICLE 30 - WORK STOPPAGE

Employees within the bargaining unit, the Union, and its officers at all levels agree that they will not instigate, promote, sponsor, or engage in any work stoppage or slowdown during the course of this Agreement. In the event that Union members participate in such activities in violation of these provisions, the Union shall notify the members so engaged to cease and desist from such activities and instruct the members to return to their normal duties. The Employer agrees there will be no lockouts during the term of this Agreement.

ARTICLE 31 - MANAGEMENT RIGHTS

The Union agrees that the Employer has all rights and authority to manage its operation and to direct its work force, except those rights which are specifically abridged, modified, or delegated by the provisions of this Agreement. The Union further recognizes the right of the Employer to establish rules and regulations so long as those rules and regulations are not inconsistent with the provisions of this Agreement.

ARTICLE 32 - SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to any law such invalidity shall not affect the remaining provisions.

ARTICLE 33 - REPRODUCTION OF AGREEMENT

The Employer agrees to supply all unit employees with a copy of this Agreement within thirty (30) days of the signing date.

ARTICLE 34 - EXTRA CONTRACT AGREEMENT

The Employer agrees not to enter into any agreement or contract with it employees, individually or collectively, which in any conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void. However, the Union and the Employer may mutually agree to amend this Agreement. Such amendment shall be reduced to writing and signed by the parties.

ARTICLE 35 - IDENTIFICATION FEES

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be

borne by the Employer. Any time spent off duty in pursuit of required personal identification shall be compensated for at applicable rates of pay.

ARTICLE 36 - MAINTENANCE OF STANDARDS

Within forty-five (45) days after the signing of this Agreement, the Union shall submit to the Employer a letter detailing practices, now current, which it considers are terms and conditions of employment and which are not specifically covered by this Agreement. The Employer and the Union shall meet to discuss and agree upon which practices, if any, are terms and conditions of employment within fifteen (15) days of receipt of such letter.

ARTICLE 37 - DEFECTIVE EQUIPMENT

Employees shall immediately or at the end of their shift, report all defects in equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. No employee shall be required to operate a vehicle assigned to him/her that does not pass State inspection standards.

ARTICLE 38 - POLYGRAPH TEST

The taking of a polygraph test will be by mutual agreement of the Employer and the employee. Once there has been such agreement, the results of the tests may be introduced in any hearing involving the employee.

ARTICLE 39 - VOLUNTARY PHYSICAL FITNESS PROGRAM

In May or June of each year, the Employer will administer an annual physical test to employees who wish to take the test. Employees are eligible for one stipend only. Employees who successfully complete the 40th % test will receive a stipend of \$300, employees who successfully complete the 50th % test will receive a stipend of \$400 and employees who successfully complete the 60th% test will receive a stipend of \$500 payable

in July. The test will be the current entrance standards of the Maine Criminal Justice Academy. The current standards are attached at Appendix D.

ARTICLE 40 - LABOR-MANAGEMENT COMMITTEE

A. Make-Up and Procedure

A labor-management committee consisting of three (3) representatives of labor and three (3) representatives of management shall be formed. To the extent possible, the labor-management committee shall consist of the same three (3) members from each side for the term of this Agreement. The Committee shall meet within fifteen (15) business days (defined as Mon-Fri, excluding weekends and holidays) at the request of either side. The party requesting the meeting shall present an agenda for the meeting. The opposite party may add items to the agenda for the meeting. The purpose of the Committee shall not be for collective bargaining or grievance resolution or to alter the terms of the collective bargaining agreement. Rather, the Committee shall be for the purpose of increased communications, sharing information, and resolving problems.

B. Labor-Management Committees

1. A Labor Management Committee shall be formed to discuss, changes to the seasonal uniform policy.

ARTICLE 41 - DURATION

This Agreement shall be effective July, 2025, unless otherwise specified, and shall remain in effect until June 30, 2028. This Agreement shall expire on the date indicated and shall not be continued, except as provided by statute.

SIGNATURE PAGE

TEAMSTERS LOCAL UNION
NO. 340

Brett Miller, President

CUMBERLAND COUNTY
COMMISSIONERS

Stephen Gorden, Chair

Ed Marzano, Secretary-Treasurer

James Cloutier, Commissioner

Chris Shepard, Business Agent

Patricia Smith, Commissioner

Jean-Marie Caterina, Commissioner

Tom Tyler, Commissioner

Dated: _____

Dated: _____

Teamster Bargaining Team

Cumberland County Bargaining Team

Chris Shepard, Business Agent

Amy Jennings, Chief Negotiator

Joseph Dyar, Steward

Brian Pellerin, Chief Deputy

Cole Chandler, Steward

Donald Goulet, Labor Relations

Ashley Hall, Steward

Kerry Joyce, Captain

Appendix B

1. Dept/Agency: _____ 2. Work Location/Crew: _____

3. Name: _____ 4. Social Security #: _____ 5. Date of Birth: _____

6. Home Address: _____
(Street) (City) (State) (Zip)

7. Home Phone: _____ 8. Work Phone: _____ 9. Sex: ☐ Male ☐ Female

10. Job Title: _____ 11. Work Hours: Day begins: _____ Day Ends: _____

12. Date of Injury: _____ 13. Time of Injury: _____

14. Where Injury Occurred: _____

15. Describe fully what your injury is (mention body part(s) affected) and explain how your injury occurred:

16. Witnesses of your injury: Name: _____ Phone: _____

Name: _____ Phone: _____

17. Date you reported your injury: _____ Time: _____ To Whom: _____

18. Did you lose time from work? ☐ Yes ☐ No If Yes, Date and Time: _____

19. Date and time you returned to work (if applicable): _____

20. Do you work for another employer? ☐ Yes ☐ No If Yes, Name of Employer: _____

21. Do you want to use your sick time* when you miss work due to your work injury? ☐ Yes ☐ No

22. Do you want to use your vacation time* when you miss work due to your work injury? ☐ Yes ☐ No

* Up to the first 80 hours of absence

23. Have you been treated for your injury? ☐ Yes ☐ No If Yes, who was your provider? _____

Additional Comments: _____

24. Have you ever had a similar injury? ☐ Yes ☐ No If Yes, what happened and when? _____

Date: _____ Signature of Employee: _____

APPENDIX C**HOLIDAY DATES FOR TEAMSTERS LAW ENFORCEMENT UNIT****2025 HOLIDAYS**

	<u>Non-Standard Employees</u>	<u>Standard Employees</u>
New Year's Day	Wednesday, January 1, 2025	Wednesday, January 1, 2025
Martin Luther King Day	Monday, January 20, 2025	Monday, January 20, 2025
Presidents' Day	Monday, February 17, 2025	Monday, February 17, 2025
Patriots' Day	Monday, April 21, 2025	Monday, April 21, 2025
Memorial Day	Monday, May 26, 2025	Monday, May 26 2025
Juneteenth	Thursday, June 19, 2025	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025	Monday, September 1, 2025
Indigenous Peoples Day	Monday, October 13, 2025	Monday, October 13, 2025
Veterans' Day	Tuesday, November 11, 2025	Tuesday, November 11, 2025
Thanksgiving Day	Thursday, November 27, 2025	Thursday, November 27, 2025
Day after Thanksgiving	Friday, November 28, 2025	Friday, November 28, 2025
Christmas Day	Thursday, December 25, 2025	Thursday, December 25, 2025
New Year's Day	Thursday, January 1, 2026	Thursday, January 1, 2026

NON-STANDARD EMPLOYEES

Patrol Deputies
 Marine Patrol Deputies
 Patrol Sergeant
 Patrol Lieutenant
 School Resource Deputy
 Community Relations Deputy

STANDARD EMPLOYEES

CID Lieutenant
 CID Sergeant
 CID Detectives

APPENDIX C

HOLIDAY DATES FOR TEAMSTERS LAW ENFORCEMENT UNIT

2026 HOLIDAYS

	<u>Non-Standard Employees</u>	<u>Standard Employees</u>
New Year's Day	Thursday, January 1, 2026	Thursday, January 1, 2026
Martin Luther King Day	Monday, January 19, 2026	Monday, January 19, 2026
Presidents' Day	Monday, February 16, 2026	Monday, February 16, 2026
Patriots' Day	Monday, April 20, 2026	Monday, April 20, 2026
Memorial Day	Monday, May 25, 2026	Monday, May 25, 2026
Juneteenth	Friday, June 19, 2026	Friday, June 19, 2026
Independence Day	Saturday, July 4, 2026	Friday, July 3, 2026
Labor Day	Monday, September 7, 2026	Monday, September 7, 2026
Indigenous Peoples Day	Monday, October 12, 2026	Monday, October 12, 2026
Veterans' Day	Wednesday, November 11, 2026	Wednesday, November 10, 2026
Thanksgiving Day	Thursday, November 26, 2026	Thursday, November 26, 2026
Day after Thanksgiving	Friday, November 27, 2026	Friday, November 27, 2026
Christmas Day	Friday, December 25, 2026	Friday, December 25, 2026
New Year's Day	Friday, January 1, 2027	Friday, January 1, 2027

NON-STANDARD EMPLOYEES

Patrol Deputies
 Marine Patrol Deputies
 Patrol Sergeant
 Patrol Lieutenant
 School Resource Deputy
 Community Relations Deputy

STANDARD EMPLOYEES

CID Lieutenant
 CID Sergeant
 CID Detectives

APPENDIX C**HOLIDAY DATES FOR TEAMSTERS LAW ENFORCEMENT UNIT****2027 HOLIDAYS**

	<u>Non-Standard Employees</u>	<u>Standard Employees</u>
New Year's Day	Friday, January 1, 2027	Friday, January 1, 2027
Martin Luther King Day	Monday, January 18, 2027	Monday, January 18, 2027
Presidents' Day	Monday, February 15, 2027	Monday, February 15, 2027
Patriots' Day	Monday, April 19, 2027	Monday, April 19, 2027
Memorial Day	Monday, May 31, 2027	Monday, May 31, 2027
Juneteenth	Saturday, June 19, 2027	Friday, June 18, 2027
Independence Day	Sunday, July 4, 2027	Monday, July 5, 2027
Labor Day	Monday, September 6, 2027	Monday, September 6, 2027
Indigenous Peoples Day	Monday, October 11, 2027	Monday, October 11, 2027
Veterans' Day	Thursday, November 11, 2027	Thursday, November 11, 2027
Thanksgiving Day	Thursday, November 25, 2027	Thursday, November 25, 2027
Day after Thanksgiving	Friday, November 26, 2027	Friday, November 26, 2027
Christmas Day	Saturday, December 25, 2027	Friday, December 24, 2027
New Year's Day	Saturday, January 1, 2028	Friday, December 31, 2027

NON-STANDARD EMPLOYEES

Patrol Deputies
 Marine Patrol Deputies
 Patrol Sergeant
 Patrol Lieutenant
 School Resource Deputy
 Community Relations Deputy

STANDARD EMPLOYEES

CID Lieutenant
 CID Sergeant
 CID Detectives

APPENDIX C

HOLIDAY DATES FOR TEAMSTERS LAW ENFORCEMENT UNIT

2028 HOLIDAYS

	<u>Non-Standard Employees</u>	<u>Standard Employees</u>
New Year's Day	Saturday, January 1, 2028	Friday, December 31, 2027
Martin Luther King Day	Monday, January 17, 2028	Monday, January 18, 2028
Presidents' Day	Monday, February 21, 2028	Monday, February 21, 2028
Patriots' Day	Monday, April 17, 2028	Monday, April 19, 2028
Memorial Day	Monday, May 29, 2028	Monday, May 29, 2028
Juneteenth	Monday, June 19, 2028	Monday, June 19, 2028
Independence Day	Tuesday, July 4, 2028	Tuesday, July 4, 2028
Labor Day	Monday, September 4, 2028	Monday, September 4, 2028
Indigenous Peoples Day	Monday, October 09, 2028	Monday, October 09, 2028
Veterans' Day	Friday, November 10, 2028	Friday, November 10, 2028
Thanksgiving Day	Thursday, November 23, 2028	Thursday, November 23, 2028
Day after Thanksgiving	Friday, November 24, 2028	Friday, November 26, 2028
Christmas Day	Monday, December 25, 2028	Monday, December 24, 2028
New Year's Day	Monday, January 1, 2029	Monday, January 1, 2029

NON-STANDARD EMPLOYEES

Patrol Deputies
 Marine Patrol Deputies
 Patrol Sergeant
 Patrol Lieutenant
 School Resource Deputy
 Community Relations Deputy

STANDARD EMPLOYEES

CID Lieutenant
 CID Sergeant
 CID Detectives

APPENDIX D

Percentile	Fitness Test	Male				Female			
		20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
40 th	Maximum Push up Test	29	24	18	13	15	11	9	3
	One Minute Sit up Test	38	35	29	24	32	25	20	14
	1.5 Mile Run	12:51	13:36	14:29	15:26	15:26	15:57	16:58	17:55
50 th	Maximum Push up Test	33	27	21	15	18	13	11	5
	One Minute Sit up Test	40	36	31	26	34	27	22	17
	1.5 Mile Run	12:18	12:54	13:53	14:55	14:55	15:26	16:27	17:24
60 th	Maximum Push up Test	37	30	24	19	21	15	12	7
	One Minute Sit up Test	42	39	34	28	38	29	24	20
	1.5 Mile Run	11:41	12:20	13:14	14:24	14:24	15:08	15:57	16:58

APPENDIX E
AFFIDAVIT OF DOMESTIC PARTNERSHIP

We, _____ and _____ certify that we are domestic partners in accordance with the following criteria.

1. We are each other's sole domestic partner, have been legally domiciled together for at least twelve months prior to the execution of this affidavit and intend to remain as sole partners.

2. We are jointly responsible for each other's common welfare, share financial obligations and share our primary residence. We can provide evidence of joint responsibility and hereby authorize Cumberland County to verify information provided in this affidavit. Joint responsibility must be demonstrated by the existence of two or more of the following (please check two items that apply):

- ___ Domestic Partner Agreement or Relationship Contract
- ___ Joint mortgage or joint ownership of primary residence
- ___ Two of the following:
 - ___ Joint ownership of a motor vehicle
 - ___ Joint checking account
 - ___ Joint credit account
 - ___ Joint lease

___ The Domestic Partner has been designated as a beneficiary on employee's will or retirement contract.

3. We are not married to or separated from another person; at least eighteen (18) years of age; of sound mind and under no undue influence to enter into this agreement and not related by a degree of closeness which would prohibit marriage in the State of Maine.

4. We agree to notify Cumberland County within thirty (30) days should the domestic partnership be terminated.

5. We understand that falsification of information contained in this affidavit may lead to disciplinary action for the Cumberland County employee.

Dated:

Employee

State of Maine
Cumberland, SS

Personally, appeared before me _____ who made oath that the foregoing statements made by him/her are true.

Notary Public

Dated:

Domestic Partner

State of Maine
Cumberland, SS

Personally, appeared before me _____ who made oath that the foregoing statements made by him/her are true.

Notary Public

Placed in Article 21.J

APPENDIX G

WORKERS COMPENSATION

Under Maine's Workers Compensation Law, an employee is not entitled to comp benefits for lost work time for the first 7 days of incapacity. If the incapacity to work extends beyond 14 days, the employee is entitled to workers comp benefits for lost work time from the date of incapacity. See, Title 39-A MRSA § 204.

Members of this bargaining unit, who are injured while performing an “Extra Hazardous Activity” and are unable to work due to the injury, will be granted and paid sick leave in an amount equivalent to their “Regular Wages” for lost work time during the 7 day waiting period.

An “Extra Hazardous Activity” as used in this situation, is defined as “injuries incurred during an arrest; injuries sustained from a firearm discharge (does not include self-inflicted); injuries sustained while actively engaging in suppressing riots, insurrections and similar civil disturbances; and injuries sustained in directing traffic and assisting motorists and only considered when they are the result of the action of another party AND the employee has not unreasonably neglected to wear safety equipment.”

“Regular Wages” are defined as “an employee’s regular base hourly rate, not including stipends, shift differentials or other wage enhancements, multiplied by the employees regular scheduled hours of work, not including overtime.”

If the “Extra Hazardous Activity” injury is subsequently determined not to be work related by the Workers Compensation Board, any payouts made by the County during the 7 day waiting period, will be restored to the County through a deduction in the Employee’s regular accrued sick time.

Each work related injury/incident shall be considered a separate event, including purported “re-injuries” related to a previous claim.

If the employee’s incapacity to work extends beyond 14 days and the employee receives a check from workers comp for lost time, the employee must submit the benefit check(s) received for the first 7 days of lost time to the County.

Appendix H

Allegiant Care

PER CONTRACT STATEMENT

1/1/2025

Increase contribution from employees

Unit member pays a percentage increase amount:

						Increment Monthly	
\$ 1,054.00	Single	Weekly	Monthly		Annual		
4.00%						Base price is	
Employee	\$	68.34	296.13	28.1%	\$ 3,553.60		
Employer	\$	174.89	757.87	71.9%	\$ 9,094.40	Single	\$ 1,054.00
						Gross	
Total Cost	\$	243.23	1,054.00		12,648.00		

						Increment Monthly	
\$ 2,214.00	S +1	Weekly	Monthly		Annual		
4.00%						2 Person Coverage	
Employee	\$	68.68	297.62	13.4%	\$ 3,571.44	Base	1054.00
Employer	\$	442.24	1,916.38	86.6%	\$ 22,996.56	S +1	\$ 2,214.00
						\$ 2,214.00	
Total Cost	\$	510.92	2,214.00		26,568.00	Gross	

						Increment Monthly	
\$ 2,810.00	S+2	Weekly	Monthly		Annual		
4.00%						Family Coverage	
Employee	\$	69.41	300.77	10.7%	\$ 3,609.30	Base	1054.00
Employer	\$	579.05	2,509.23	89.3%	\$ 30,110.70	S +2+	\$ 2,810.00
						\$ 2,810.00	
Total Cost	\$	648.46	2,810.00		33,720.00	Gross	

NO INSR AVAILABLE FOR TEAMSTERS UNDER THIS PLAN

Sergeant Promotional Worksheet Appendix I

Date of Review: _____ Candidate: _____

Review Panel: _____

Eligibility Date: _____

A. Written Exam-Sgt. Only (Raw score ÷ 2) Max 50 points **Score:** _____

B. Oral Board:

Rapid Fire Questions (Raw Score ÷ 3) Max 50 points **Score:** _____

(10-questions, rated 1-5/each question)

Scenarios (Raw Score ÷ 1.8) Max 50 points **Score:** _____

(1-question, rated 1-5 in 6-categories)

Raw Score divide by 150 = %: _____

(Candidate must have overall score of 70% or more in category A and B to be placed on promotional list)

C. Seniority Points

Number of full years of service (1-point per year) Max of 10 **Score:** _____

D. Work Records:

Commendation/Medal of Valor _____ x 3 pt. = _____

Supervisor of Year, Deputy of Year, Elliot Award _____ x 2 pt. = _____

Academic Award, Administrative Award of Merit _____ x 1 pt. = _____

Life Saving Award, Sheriff/Chief Deputy's Annual Award

Subtotal positive points (Raw Score/10-Points Max): _____

Written Warning _____ x -1 pt. = _____

Written Reprimand _____ x -2 pt. = _____

Suspension 1 or 2 days _____ x -3 pt. = _____

Suspension 3 to 5 days _____ x -5 pt. = _____

Suspension 6 days or more _____ x -8 pt. = _____

Subtotal negative points (Raw Score): _____

Total Work Records Points: **Score:** _____

E. Education/Military Service: (See CBA for breakdown, 10-Points Max) **Score:** _____

F. Grand Total: **Score:** _____

APPENDIX J**BLUE PIN LATERAL ENTRY PAY AND VACATION ACCRUAL ADJUSTMENTS**

The adjustments outlined below will be effective the 1st pay week after execution of this January 1, 2023 – June 30, 2025 Contract and in accordance with Article 16, Section L.

Last Name	First Name	Prior Service Years	Previous Pay Step	Previous Base Pay Rate	Total CURRENT L.E. Years	New Pay Step	New Base Pay Rate	Previous Annual Vacation	New Annual Vacation
STICKNEY	CHRISTIAN	26	4	\$29.31	28.35	6	\$33.07	120	200
MESLIN	TODD	18	4	\$29.31	19.62	6	\$33.07	120	200
BRADBURY	JAMES	10	4	\$29.31	11.22	5	\$32.08	120	160
WELCH	DANIELLE	15	4	\$29.31	18.80	6	33.07	120	200

The adjustments outlined below will be effective the 1st pay week after execution of this July 1, 2025 – June 30, 2028 Contract and in accordance with Article 16, Section L.

Last Name	First Name	Prior Service Years	Previous Pay Step	Previous Base Pay Rate	Total CURRENT L.E. Years	New Pay Step (If applicable)	New Base Pay Rate	Previous Annual Vacation	New Annual Vacation
FEENEY	ANDREW	4.2	6	\$46.04	22.8	7	\$50.59	200	200
EMERY	KIMBERLY	3.9	6	\$36.93	19.3	Same		Same	
FERRITER	THOMAS	0.7	5	\$41.41	14.4	Same		Same	
CHANDLER	COLE	2.6	5	\$35.86	14.8	Same		Same	
HALL	ASHLEY	2.3	5	\$35.86	14.8	Same		Same	
MAILMAN	DENNIS	1.6	4	\$40.34	11.2	5	\$45.14	140	160

Cumberland County Sheriff's Office

Lieutenant Promotional Worksheet

Appendix K

Date of Review: _____ Candidate: _____

Review Panel: _____

Eligibility Date: _____

A. Assessment Center/In-Basket Exercise (Raw score x 1.39 ÷ 3) Max 50 points **Score:** _____
(Based on three problem solving exercises, rated 0-4 in 9-categories)

B. Oral Board:

Rapid Fire Questions (Raw Score ÷ 3) Max 50 points **Score:** _____

(10-questions, rated 1-5/each question)

Scenarios (Raw Score ÷ 1.8) Max 50 points **Score:** _____

(1-question, rated 1-5 in 6-categories)

Raw Score divide by 150 = %: _____

(Candidate must have overall score of 70% or more in category A and B to be placed on promotional list)

C. Seniority Points

Number of full years of service (1-point per year) Max of 10 **Score:** _____

D. Work Records:

Commendation/Medal of Valor _____ x 3 pt. = _____

Supervisor of Year, Deputy of Year, Elliot Award _____ x 2 pt. = _____

Academic Award, Administrative Award of Merit _____ x 1 pt. = _____

Life Saving Award, Sheriff/Chief Deputy's Annual Award

Subtotal positive points (Raw Score/10-Points Max): _____

Written Warning _____ x -1 pt. = _____

Written Reprimand _____ x -2 pt. = _____

Suspension 1 or 2 days _____ x -3 pt. = _____

Suspension 3 to 5 days _____ x -5 pt. = _____

Suspension 6 days or more _____ x -8 pt. = _____

Subtotal negative points (Raw Score): _____

Total Work Records Points: **Score:** _____

E. Education/Military Service: (See CBA for breakdown, 10-Points Max) **Score:** _____

F. Grand Total: **Score:** _____



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-097

Agenda Date: 9/15/2025

Agenda Item Request:

Authorize the establishment of a County Fire/EMS Advisory Committee.

Background and Purpose of Request:

Requestor: James H. Gailey

The County has been working with the town fire chiefs and town managers for over two years charting out how we can better work together and increase capacity and collaboration in certain areas. One of the top priorities was for a central point person, a Fire/EMS Coordinator, to spearhead initiatives working with countywide fire/ems personnel. One way of doing this is to establish a Fire/EMS Advisory Committee made up of Fire Chief Officers from the five Commissioner Districts and two At-large. This Advisory Committee will serve as a resource to the Fire/EMS Coordinator and provide guidance on initiatives benefiting the fire service countywide.

This Committee will be advisory and will not have oversight in the Fire/EMS Coordinator. Oversight rests with the County Manager.

Funding Amount and Source: None

Effective Date: September 16, 2025

Attachments: Fire/EMS Advisory Committee ByLaws


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	September 15, 2025
SUBJECT:	Establishing a Fire/EMS Advisory Committee

Requested Action:

Establish a Fire/EMS Advisory Committee.

Background & Purpose of Request:

The County has been working with the town fire chiefs and town managers for over two years charting out how we can better work together and increase capacity and collaboration in certain areas. One of the top priorities was for a central point person, a Fire/EMS Coordinator, to spearhead initiatives working with countywide fire/ems personnel. One way of doing this is to establish a Fire/EMS Advisory Committee made up of Fire Chief Officers from the five Commissioner Districts and two At-large. This Advisory Committee will serve as a resource to the Fire/EMS Coordinator and provide guidance on initiatives benefiting the fire service countywide.

This Committee will be advisory and will not have oversight in the Fire/EMS Coordinator. Oversight rests with the County Manager.

Funding Amount and Source: None

Effective Date: September 16, 2025

Attachments: Fire/EMS Advisory Committee

The logo for Cumberland County, Maine, features the word "Maine" in a stylized orange script font above the words "Cumberland County" in a bold, black, sans-serif font.

Cumberland County

Regional Fire/EMS Advisory Committee By-Laws

Purpose:

The Regional Fire/EMS Advisory Committee will provide guidance and feedback to the Cumberland County Regional Fire/EMS Coordinator, helping to define programming, design mid and long-term strategic plans, and identify current and future needs that the Coordinator can incorporate into their regular duties.

The Committee will also serve as ambassadors to their respective districts, engaging neighboring towns to encourage collaboration and participation in regional goals.

Authority:

The Advisory Committee is, by definition, advisory in nature. The Committee does not hold formal authority over the County employee(s). The employee's supervisor is the County Manager, who will determine performance goals and measure job performance. The advisory committee will provide input on the performance of the Coordinator. The Committee will provide guidance, community level data, and make recommendations to guide the workplan of the Coordinator, who will work in collaboration with the County Manager to define responsibilities and strategic plans based on that guidance.

The Advisory Board shall be entitled to representation on an interview committee that may consider candidates for the position of Fire/EMS Coordinator.

Composition:

- The Committee will be made up of seven representatives, one each selected from the five Commissioner districts in Cumberland County and two at-large.
- Committee members must be a Chief Fire Officer.
- Committee terms will be three years, with an option of one additional three-year term

Role of County Commissioners:

- Appoints members of the Advisory Committee;
- The County Commissioners shall receive recommendation from the County Manager for Bylaw changes;
- Can consult with the Advisory Board on Policy items; and
- Acts as funding authority, when necessary, for aspects of the Fire/EMS Coordinator's scope of work;

Maine Cumberland County

Meetings:

- The Advisory Committee will meet at-minimum quarterly with the Fire/EMS Coordinator responsible for scheduling and facilitating meetings;
- Committee notification of a scheduled meeting shall be at least two weeks prior to a meeting, preferably longer if possible;
- At the first Committee meeting each calendar year, the Committee shall elect a chair, vice chair and secretary;
- The secretary position shall be responsible for keeping minutes of all meetings;
- The Fire/EMS Coordinator shall send meeting agenda and associated documents, via email, no later than the Friday before the meeting;
- A quorum to make recommendations consists of four out of seven members;
- Committee members shall be present for no less than 75% of the scheduled meetings;
- The Committee can either meet in person or virtually;

Interpretation of these Bylaws:

Final authority for the interpretation of these Bylaws shall reside with the County Commissioners.

Effective Date: _____



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-098

Agenda Date: 9/15/2025

Agenda Item Request:

Appointment of the following Chief Fire Officers to the County Fire/EMS Advisory Committee.

Background and Purpose of Request:

The County has been working with the town fire chiefs to establish a Fire/EMS Advisory Committee made up of Fire Chief Officers from the five Commissioner Districts and two At-large. This Advisory Committee will serve as a resource to the Fire/EMS Coordinator and provide guidance on initiatives benefiting the fire service countywide.

District One	Fire Chief Rich Kindelan (Scarborough)
District Two	Fire Chief Brent Libby (Windham)
District Three	Fire Chief Mike Robitaille (Yarmouth)
District Four	Assistant Fire Chief Gary Wagner (Westbrook)
District Five	
At-Large	Fire Chief Brian Cole (Casco)
At-Large	

Effective Date: September 16, 2025


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	September 15, 2025
SUBJECT:	Establishing a Fire/EMS Advisory Committee

Requested Action:

Appoint the following slate of Chief Fire Officers to the County Fire/EMS Advisory Committee.

Background & Purpose of Request:

The County has been working with the town fire chiefs to establish a Fire/EMS Advisory Committee made up of Fire Chief Officers from the five Commissioner Districts and two At-large. This Advisory Committee will serve as a resource to the Fire/EMS Coordinator and provide guidance on initiatives benefiting the fire service countywide.

District One	Fire Chief Rich Kindelan (Scarborough)
District Two	Fire Chief Brent Libby (Windham)
District Three	Fire Chief Mike Robitaille (Yarmouth)
District Four	Assistant Fire Chief Gary Wagner (Westbrook)
District Five	
At-Large	Fire Chief Brian Cole (Casco)
At-Large	

Effective Date: September 16, 2025

Attachments:



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-099

Agenda Date: 9/15/2025

Agenda Item Request:

Appointment of the following slate of Cross Insurance Arena Trustees to a three-year term.

Background and Purpose of Request:

The following Commissioner Districts are in need of appointments for the Cross Insurance Arena Trustees. An advertisement was published in the Portland Press Herald for two days seeking applications from those who reside in the Commissioner Districts. The following names are brought forward at the time:

District 2 Susan Witonis (Casco)

District 3 Jon Crimmins (Brunswick)

District 4 Vacant

At-Large Steve Woods (Portland)

Amending State Statute 2025

The effective dates of these appointments will be back to January 1, 2025. This is due to the legislative process that took place this past session realigning the Trustee Districts from the original districts established in the 1970's to the current day Commissioner Districts. Once the amended legislation went through, staff advertised and started the process of appointments.

Effective Date: January 1, 2025


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	September 9, 2025
SUBJECT:	Cross Insurance Arena Trustees

Requested Action:

Appoint the following slate of Cross Insurance Arena Trustees to a three-year term.

Background & Purpose of Request:

The following Commissioner Districts are in need of appointments for the Cross Insurance Arena Trustees. An advertisement was published in the Portland Press Herald for two days seeking applications from those who reside in the Commissioner Districts. The following names are brought forward at the time:

District 2	Susan Witonis (Casco)
District 3	Jon Crimmins (Brunswick)
District 4	Vacant
At-Large	Steve Woods (Portland)

Amending State Statute 2025

The effective dates of these appointments will be back to January 1, 2025. This is due to the legislative process that took place this past session realigning the Trustee Districts from the original districts established in the 1970's to the current day Commissioner Districts. Once the amended legislation went through, staff advertised and started the process of appointments.

Effective Date: January 1, 2025



Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-100

Agenda Date: 9/15/2025

Agenda Item Request:

Authorize the County Manager to sign a 5-year lease with PowerPlay LLC (Maine Mariners Hockey)

Background and Purpose of Request:

A year ago, PowerPlay LLC purchased the Maine Mariners hockey team from Spectra, the company who owns the NHL Philadelphia Flyers and who purchased the ECHL team and brought the team to Portland. PowerPlay purchased the team with one year left on the lease with the County.

Since November of 2024, a subcommittee of CIA Trustees and myself have been negotiating the lease arrangements with the team. Trustee Chair Steve Woods and myself have run point, representing the County at the negotiations table.

The terms before you this evening, meet the guidance received from the County Commissioners and the Trustee subcommittee. The term of the lease is for five years, with one additional year mutually agreed upon. We are happy to bring forth this lease arrangements and look forward to having great ECHL hockey in Portland over the term of the lease.

Funding Amount and Source: Lease Revenue based on Games & Attendance

Effective Date: September 15, 2025 (lease year will be July 1 - June 30)

Attachments: Redline Lease
Final Clean version of Lease


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	September 15, 2025
SUBJECT:	PowerPlay LLC Lease – Cross Insurance Arena

Requested Action:

Authorize the County Manager to sign a 5-year lease with PowerPlay LLC (Maine Mariners Hockey).

Background & Purpose of Request:

A year ago, PowerPlay LLC purchased the Maine Mariners hockey team from Spectra, the company who owns the NHL Philadelphia Flyers and who purchased the ECHL team and brought the team to Portland. PowerPlay purchased the team with one year left on the lease with the County.

Since November of 2024, a subcommittee of CIA Trustees and myself have been negotiating the lease arrangements with the team. Trustee Chair Steve Woods and myself have run point, representing the County at the negotiations table.

The terms before you this evening, meet the guidance received from the County Commissioners and the Trustee subcommittee. The term of the lease is for five years, with one additional year mutually agreed upon. We are happy to bring forth this lease arrangements and look forward to having great ECHL hockey in Portland over the term of the lease.

Funding Amount and Source: Lease Revenue based on Games & Attendance

Effective Date: September 15, 2025 (lease year will be July 1 – June 30)

Attachments: Redline Lease
Final Clean version of Lease

HOCKEY LEASE AGREEMENT

This lease (herein, the "Lease") is made and entered into as of this 16th day of September, 2025, by and between CUMBERLAND COUNTY BOARD OF COMMISSIONERS (A.K.A., CUMBERLAND COUNTY CROSS INSURANCE ARENA), of Cumberland County, Maine (hereinafter referred to as the "ARENA"), and POWERPLAY, LLC, a Delaware limited liability company (hereinafter referred to as the "TEAM" or "Team").

RECITALS:

WHEREAS, the parties acknowledge that TEAM's operations at the Cross Insurance Arena Facility will provide substantial benefit to Cumberland County and the Greater Portland community and to ARENA;

WHEREAS TEAM acknowledges this Lease will provide substantial benefit to Team and to its operations at the Cross Insurance Arena Facility;

WHEREAS, ARENA Team have agreed upon the following terms of a lease agreement that is intended to assure that the Cross Insurance Arena Facility is benefited by a sports tenant for the entire term hereof; and

NOW THEREFORE, in order to fully evidence and memorialize the terms of this Lease, the parties agree to the following:

1. Premises Leased. In exchange for the base rent and additional rents, covenants and promises of the TEAM, the ARENA does hereby lease, demise and let unto the TEAM upon the conditions and during the Term and only during the times set out herein: (1) the ice rink; (2) the home team locker room and ancillary facilities; and (3) visiting team locker room facilities as designated by the ARENA (on game days only). The home team locker room and ancillary facilities are more fully depicted on the attached Exhibit A, which is expressly made part hereof (the "Premises"). TEAM's rights shall also include reasonable means of access to the Premises, in common with others, over and across ARENA's property and building and facilities known as the Cross Insurance Arena (the "Facility") reasonably necessary for use and enjoyment of the Premises, subject to reasonable rules and regulations promulgated by the ARENA from time to time.

TEAM acknowledges that: a) ARENA has made no representations and TEAM is not relying on any representations concerning the Premises, services to be provided thereto, their suitability for any particular use and/or the physical condition thereof except as set forth in this Lease; and b) that TEAM has conducted or has been provided ample and full opportunity to conduct its own due diligence inquiries with respect to the Premises, the Facility and is satisfied with the results thereof.

The Premises are accepted by TEAM in their "as-is" condition, unless otherwise provided herein.

2. Time Limits of Permitted Use. During the Term hereof, the home team locker room and ancillary facilities (as depicted in Exhibit A) shall be available on a 24-hour-a-day basis for the period of September 1st to June 1st (or if earlier or later, one month after the final playoff

game) during any Lease Year. On the day of scheduled TEAM games, the ice rink will be available to the TEAM for a period beginning no later than three (3) hours prior to the starting time of the game and one (1) hour after the game ends. ARENA shall endeavor to make the visiting team locker rooms available no later than 8:00 a.m. on game days, but always subject to and limited by delays and interruptions caused by or related to event changeovers and other operational matters or uses. TEAM shall not schedule "on-ice" non-practice activities prior to or after any game without in each case the express permission of ARENA management. After the end of the hockey season, TEAM shall have the limited right to enter the Facility during normal business hours for the purpose of promotion and marketing of TEAM season tickets, TEAM sponsorships and the like (for example, showing the TEAM Ad Spaces (as that term is defined below) to a prospective advertiser).

ARENA specifically retains the rights: (i) to use of the ice rink (including without limitation the right to remove the ice and all hockey-related installations, advertisements and fixtures) and visiting team locker room for other events at all times that they are not provided for TEAM's use under this Lease (including on days on which a hockey game may be scheduled) (By way of example and not limitation, should TEAM have an evening game scheduled, ARENA has the right to schedule an afternoon event, such as basketball or professional wrestling and in such cases, pre-game availability may be limited to less than three (3) hours), provided such use doesn't interfere with TEAM's ability to play the game in accordance with ECHL rules; and (ii), upon prior notice to TEAM and consent of TEAM, which will not be unreasonably withheld, conditioned or delayed, to use of the home team locker room or portions thereof on days on which a hockey game is not scheduled and there is need for an event or Facility user to use such area. ARENA management and TEAM agree to work together to minimize disruptions, particularly on days on which a TEAM hockey game is scheduled. Except as specifically described herein and during the periods of time during the Term hereof that are specifically described herein, TEAM shall have no rights to use, possess or control any other portions of the Facility, ARENA's real estate and/or personal property or fixtures, all such rights being expressly and fully reserved to ARENA.

- 2.A. Practice Ice. Game days. Practice ice will be made available without charge to the TEAM and visiting team on mornings or afternoons of a game day on days when no event is scheduled in the Facility and subject to changeover requirements related to events on the prior day; and 10:00 a.m. to 12:30 p.m. if there was an event the prior day. The parties acknowledge that there are times that practice ice may not be available on a game day, provided that ARENA shall endeavor to minimize such times. ARENA shall notify TEAM no less than two (2) weeks in advance if practice ice will not be available, or will be limited, on any game day.
- 2.B. Practice Ice. Non-game days. Ice will be made available for both practices and training camps without charge to TEAM on non-game days in the reasonable discretion of ARENA at times on non-prime business days that are available according to ARENA's schedule and subject to other uses by ARENA and its occupants and performers. Visiting team practice ice on non-game days will be billed at the then-prevailing hourly rate set by ARENA for ice

times per hour and subject to the foregoing scheduling limitations. The parties acknowledge that there are times that practice ice may not be available on a non-game day.

3. Scheduling: Home Games. ARENA will provide to TEAM available dates for the next Lease Year's hockey season on or about the preceding December 15 each year of this Lease, such dates to be chosen in ARENA's sole discretion, provided that ARENA must provide for the TEAM at least fifty percent (50%) of the weekend dates (which, for purposes of this paragraph, include Friday, Saturday and Sunday) each month during each hockey season plus four (4) additional weekend dates during the course of each hockey season (each notice a "Game Date Notice"). By January 31 following ARENA's Game Day Notice, TEAM will select from the dates provided by the Game Date Notice sixty (60) preferred TEAM dates and provide ARENA written notice of such preferred TEAM dates (each a "TEAM Preferred Date Notice"). Upon receipt of a timely TEAM Preferred Date Notice, ARENA will tentatively reserve those dates in the ARENA event calendar. On or before April 1 of each year, ARENA, at its sole discretion, may from time to time reclaim any of the dates that have been tentatively reserved upon which another event is confirmed and shall provide TEAM an alternative substitute date for the reclaimed dates, provided that if the ARENA reclaims a weekend date, ARENA must offer, but subject to availability, an alternative weekend date. Upon April 1 of each year, the tentatively reserved dates shall become "final" and, after April 1 of each year, ARENA may not reclaim reserved dates without the prior written consent of TEAM.

ARENA acknowledges that TEAM may request a change in the foregoing requirements as to scheduling of home games if dictated by "ECHL" requirements applicable to TEAM, and ARENA agrees to consider reasonable requests for modifications of schedules and/or deadlines that are provided a sufficient time in advance.

In the event that TEAM shall be involved in ECHL playoff games, ARENA will provide a list of available dates to TEAM upon request and ARENA may reclaim any of such dates from time to time prior to receiving a written playoff date confirmation as to a date. Provided, however, COUNTY will work collaboratively with TEAM and ECHL to ensure that TEAM can host all ECHL playoff home games in the facility.

It is acknowledged that TEAM and ARENA shall endeavor to work cooperatively on all scheduling efforts giving attention to schedules that are beneficial to booking the Facility to third parties as well as TEAM game and practice time.

At ARENA's sole discretion, TEAM may be upon request permitted to play pre-season exhibition games on dates and at times solely determined by ARENA, and subject to mutually agreeable charges and fees.

TEAM covenants and agrees as follows: (i) for each ECHL hockey season during the Term of this Lease, subject to the Facility being made available to TEAM in good operating condition, TEAM shall play all regular season home games and, subject to scheduling, all playoff home games in the Facility. The current number of ECHL regular season home games is thirty-six (36) and TEAM shall give prompt notice to ARENA of any change in the number of games required by the ECHL. The parties acknowledge that the requirement to play all home regular season and, subject to scheduling, home playoff games, subject to the exceptions set forth herein, is a material TEAM

obligation. Notwithstanding the foregoing, if for any reason (including if due to damage by fire, flood or any other force majeure conditions), the ARENA is not able to provide the Facility to TEAM in the same operating condition as it is on the date of this Lease, reasonable wear and tear excepted, TEAM may in its discretion play such game at another location without payment to ARENA of any per-game rent and charges specifically attributable to such game(s) not played at the Facility.

4. Term of Lease Use. The initial term of this Lease (the "Initial Term") shall be for a period commencing on July 1, 2025 (the "Commencement Date"), and, if not terminated earlier or extended in accordance with its terms, expiring and terminating thirty (30) days after the last game (including playoff game) played in the Facility in the 2029/2030 ECHL hockey season (the "Termination Date"). An additional Lease year, through 2030/2031, may be added to the Term upon mutual agreement from both the TEAM and ARENA. The term "Lease Year" as used in this Lease shall mean for the first Lease Year, the period beginning with the Commencement Date and ending on June 30, 2026; thereafter, the Lease Years shall mean the period beginning with the day after the end of the previous Lease Year, July 1st of that Lease Year, and ending, June 30th of the following year. Provided, however, that the final Lease Year shall end thirty (30) days after the last game (including playoff game) played in the Facility of the applicable Lease Year. In no event shall the Termination Date of this Lease be a date after July 15 of the applicable Lease Year, regardless of and notwithstanding the foregoing.

During the Term, TEAM's rights to use of the Premises are limited to the times and periods as determined by the provisions and processes set forth in this Lease. ARENA shall have the ice installed prior to the first official home game. Ice will be removed within forty-eight (48) hours after the last official ECHL game.

Arena non-hockey event dates, TEAM shall clear all TEAM related items from any non-TEAM locker room, any hallway, meeting room and any other area needed for the non-hockey event.

At all times, TEAM shall limit their use of areas outside those expressly shown in Exhibit "A".

TEAM shall use the Premises solely for the purpose of (i) icing a professional hockey team for ECHL hockey games played pursuant to its ECHL franchise agreement, League rules, regulations and requirements during the pre- and regular ECHL season (and any playoffs and finals that TEAM qualifies for) (ii) for entertainment and promotional activities directly related the hockey games and permitted hereunder and otherwise in full compliance with this Lease, and (iii) for practice time for TEAM and the visiting team as permitted hereunder, and TEAM training camp, and no other use or purpose whatsoever. TEAM shall during the entire Term hereof continuously and without interruption (other than is permitted hereunder for force majeure) conduct the said business. TEAM will not use or permit or suffer the use of the Premises for any other business or purpose whatsoever, without the prior written consent of ARENA, which may be withheld in ARENA's sole discretion. Nothing in this Section shall be deemed to be a license or right to use of or to interfere with any ARENA Commercial Rights.

ARENA shall have no obligation to provide utilities, services or equipment other than the utilities, services and equipment within the Premises as of the Commencement Date, which the ARENA is obligated to provide to the TEAM throughout the Term as necessary to allow TEAM to enjoy the full rights and benefits afforded to it hereunder. The TEAM shall be solely responsible for any additional utilities, services or equipment required or requested by TEAM, provided that any installations or improvements shall be in compliance with this Lease and subject to the written consent of ARENA. TEAM shall use commercially reasonable efforts to conserve resources and energy in its consumption of utilities and services in the use of the Premises.

Except as expressly provided herein as to ECHL-required safety improvements, it is acknowledged and agreed that notwithstanding any current or future requirements, regulations or other impositions or rules that affect or bind TEAM (including without limitation ECHL requirements, regulations, rules or recommendations), ARENA shall not have any obligation whatsoever pursuant to this Lease or otherwise to provide or pay for any service, installation, feature, fixture, personnel or other item required, recommended or dictated by any such requirement, regulations or other impositions or rules, unless otherwise provided for herein. Notwithstanding the foregoing sentence, ARENA agrees to pay for or, as the case may be, reimburse TEAM for any Safety-Related Improvements actually made to the Facility and properly completed, limited to ten thousand dollars (\$10,000) during any Lease Year. Unless ARENA shall agree in writing otherwise, it shall be TEAM's responsibility to abide by or install any Safety-Related Improvements or related requirements. There shall be no carry forward or carryover of any unused portion of this obligation from year to year. "Safety-Related Improvements" are those improvements which meet each of the following:

- (i) required by or imposed on the TEAM by the ECHL,
- (ii) that are made to the interior of the Facility or its fixtures,
- (iii) that are designed or intended to improve or enhance the physical safety of patrons, players, workers, of other parties present in the Facility, and
- (iv) that have been approved by ARENA pursuant to Section 13 hereof. The cost in excess of \$10,000 per Lease Year of such Safety-Related Improvements, if any, shall be borne by the TEAM. Safety-Related Improvements shall be conducted within the Lease Year falling either during or immediately after the date of the requirement or imposition by the ECHL, whichever is most practicable, the intent being that TEAM will use good faith, reasonable efforts to complete such Improvements as soon as practicable such that the expenses shall be incurred in as few Lease Years as possible. ARENA shall in no event have any obligation or responsibility for claims, damages or liabilities arising out of or related to any failures or defects in Safety-Related Improvements as installed by Team.

4.A. TEAM Renewal Rights. TEAM and ARENA shall mutually agree to renew the Lease for one (1) additional year (2030/2031 season), by providing written notice of such renewal no later than October 31, 2029.

5. Rental.

Base rent. In addition to other amounts due from TEAM, TEAM covenants and agrees to pay as flat rate base rent during the Term a per-regular-season and per-playoff home-game rental of Five Thousand Eight Hundred (\$5,800.00).

- (a) TEAM shall pay as Additional Rent a \$1.00 rebate per paid ticket for any paid tickets sold to ECHL regular season games played by the TEAM in the Facility in excess of one hundred and eight thousand (108,000) ("Paid Attendance Threshold") per Lease Year, provided the TEAM plays at least 36 regular season home ECHL games in the Facility in such Lease Year. If for any reason TEAM plays less than 36 games ECHL regular season games in the Facility in any Lease Year, the Paid Attendance Threshold shall be pro-rated by multiplying it by a fraction, the numerator of which is the actual number of regular season home ECHL games in the Facility in such Lease Year and the denominator of which is 36. The rebate described in this paragraph shall not apply for and pre- or post-season games, and attendance at any such pre- and post-season games shall not count towards the Paid Attendance Threshold.
- (b) TEAM shall provide ARENA with fifty (50) complimentary home game hockey tickets, which shall include ten (10) Club Seat tickets, ten (10) local charitable organizations, twenty-six (26) for ARENA promotional or informational purposes, ten (10) for ARENA purposes and (4) designated season tickets, together at no cost to Cumberland County in Sections D, E, V and W between row 6 and 12. Such tickets shall not be resold.
- (c) The parties shall hold a settlement for each home game by 12:00 noon within ten (10) business days following each such home game, or on such other schedule as ARENA and TEAM mutually agree. Base rent due from TEAM for and attributable to each TEAM hockey game shall be payable at each settlement, and said rental payments shall be processed by the ARENA as part of the settlement process for such home game by withholding of the total amount of all base rent and other charges due from TEAM from the box office receipts and other amounts owed to TEAM as of such settlement. If box office receipts are inadequate for any game, payment of rental balances will be made by TEAM on the same settlement date. The TEAM's percentage of Concessions shall be paid by the 15th of the following month for those games that receipts have been fully processed. The Additional Rent described in Section 5(b) above shall be due within fourteen (14) days of the end of each Lease Year, or if the Paid Attendance Threshold is reached prior to the end of the applicable Lease Year, such payments shall be made as part of the settlement process described above in this subsection (c).

6. Expenses: Direct and Indirect.

ARENA's Base Personnel Charges. ARENA shall use, hire and deploy, at no cost to TEAM, for every TEAM game scheduled at the Facility the personnel and services necessary to adequately support the playing of hockey games at the Facility.

ARENA expressly reserves all rights to modify the number of personnel and establish personnel levels, provided that it shall at all times meet the requirements of the projected attendance. Direct Expenses of TEAM. For each hockey game, TEAM shall engage and pay directly for the following services and personnel, including, but not limited to. goal-judges, timer, referees, linesmen, public address announcer and such other game officials as are required by ECHL rules, agreements or otherwise.

7. Box Office. All non-premium ticket sales except those involving non-premium full season, half season, group and flex products, shall be wholly controlled and under the jurisdiction of the ARENA'S box office. TEAM shall control its sale of non-premium full season, half season, group and flex products. ARENA shall control the sale of all Suite and Loge licenses, packages, tickets and rights, subject to the provisions of section 9 below. TEAM will communicate those ticket products and prices of the products, to ARENA management, annually, on a schedule agreed to between TEAM and ARENA. TEAM and ARENA shall work cooperatively on the sale of Club licenses, packages, tickets and rights. Nothing in this Section 7 shall be deemed to affect or modify ARENA's sole and exclusive rights to market and sell any ARENA Commercial Rights, including without limitation Suites, Loges and Club seats, except that TEAM may also market and sell Club seats cooperatively with ARENA. TEAM will pay all "credit card charges" (i.e., charges imposed on or that are a cost to ARENA related to any service that provides customers the ability to purchase tickets using credit or debit or similar arrangements, whether provided by card, debit or credit, PIN number, on-line, or otherwise, that are attributable to TEAM game hockey ticket sales made through the CENTER box office or via any ticketing purchase service, in person, on-line or otherwise, provided by CENTER), to the extent such charges relate to the base ticket price, and any portion of any ticket surcharge actually paid to TEAM. ARENA shall pay all credit card charges to the extent such charges relate to any "lift" or upcharge on a premium seat ticket above the base ticket price, and on any portion of any ticket surcharge that is retained by the ARENA.

Subject to the agreement of the parties as to prices for certain hockey tickets set and determined elsewhere in this Lease, TEAM ticket prices for the public will be set by and under the exclusive control of the TEAM and may be changed by the TEAM at any time in the TEAM's sole discretion.

8. Advertising. commercial rights: Reservation of rights: TEAM Ad Space.

- (a) ARENA Control. TEAM acknowledges and agrees that in renting space in the Facility, its rights are limited and that ARENA reserves the right to control the management and operation of the Facility in all respects; and that the ARENA Compliance Manager,, his/her/they agents, and including management of the Facility may enter the same, and all of the Premises, at any time and on any occasion, provided that the ARENA does not unreasonably interfere with or unreasonably disturb the TEAM's rights hereunder. ARENA expressly and additionally reserves the right to control all operations of the

Facility, including without limitation the right to eject any objectionable person or persons from the Facility at any time and to otherwise promulgate rules and regulations as to the control, safety and security of the Facility, and its operations and systems and use of same by all parties, including ticket holders, tenants, invitees and other users or contractors within the Facility.

- (b) ARENA Commercial Rights. In furtherance of the above, and in order to fulfill its responsibilities to the public and to facilitate the image, accessibility and atmosphere of the Facility for all events, operations and programs that take place therein, subject to subsection (c) below, ARENA retains exclusive and absolute control of and rights and title to all commercial rights, advertising rights, naming rights, sub-naming rights, signage, tables, kiosks, displays, advertising space, video and media boards and screens, scoreboard, and the like and all and every commercial opportunity and right located in, upon, or wheresoever else located and otherwise related to the Facility and the ARENA's business and purposes (all such rights, the "ARENA Commercial Rights"). The content and suitability of all advertising and/or promotional materials shall be in the sole discretion and control of ARENA.
- (c) TEAM Licensed rights. During the Term of this Lease, TEAM is hereby licensed the opportunity and rights, subject to the conditions set out in this Lease, as follows:
 - a. TEAM's licensed advertising opportunities are on the following spaces:
 - 1. On/under-ice signage (other than ARENA ice areas described below);
 - 2. Dasher boards (both sides of dasher boards) and protective glass surfaces; provided that in order to protect and facilitate attendee sightlines and visibility, the location of media on protective glass is subject to ARENA's approval, which shall not be unreasonably delayed or withheld;
 - 3. One (1) ice-resurfacing machine;
 - 4. Team benches (home team and visiting team);
 - 5. Penalty boxes;
 - 6. Day of Game temporary banners, tables and branding
 - 7. Video board and LED advertising/sponsorships during games subject to the following limitations: TEAM shall have the right to 45% of the total time available on such resources (ARENA retaining 55% thereof); intermission time however, will be equally divided between ARENA and TEAM, and that calculation will be included in determining the 55/45% allocation) (all such areas, "TEAM Ad Spaces").
 - 8. Two Ice Level Party Decks, Chick Filet Lounge, Blue Line & High Five Tunnel.
 - 9. TEAM has the ability to advertise on up to three concourse tv's per game.
 - b. TEAM shall also have the right to place only its TEAM logo in the ARENA ice circle. TEAM Ad Spaces and rights do not include the four-foot wide area around the entire outside of the ARENA ice circle (i.e., a doughnut-shaped area, whose ARENA is the regulation-sized ARENA-ice circle), which outside ARENA-ice circle is expressly

- reserved to ARENA and excepted from this license. TEAM's ARENA ice logo shall be sized and configured in such manner as to permit ARENA's use of the outside of the ARENA ice circle for its purposes.
- c. TEAM shall also have the right to (i) sell game-related sponsorships, and (ii) "tabling" in location(s) and in number(s) designated by ARENA from time to time for the purpose of promotion or information related to charitable causes or entities or TEAM-specific sales or promotions, or for advertising other party's services or products.
 - d. TEAM's license and rights do not include any rights, implied or otherwise, to access, cover, decorate, occupy or otherwise use any other Facility space or opportunities, or any ARENA Commercial Rights other than what is specifically licensed hereunder. TEAM's day of game ads, banners and other materials shall be removed by TEAM promptly after each game, unless ARENA permits them to remain.
 - e. TEAM shall be responsible for the production, maintenance in good order and condition and replacement of any advertising or promotional materials or media installed or permitted by TEAM pursuant to this license, and all risks and costs related thereto.
 - f. All TEAM contracts or agreements for advertising of any kind (each a "TEAM Ad Contract") shall expressly reference and be subject to the Lease, and all rules, regulations and standards from time to time promulgated by ARENA related to advertising. No TEAM Ad Contract or TEAM agreement relating to advertising or promotion of any kind shall extend beyond the term of this Lease and any such contract, to the extent it is intended to be effective beyond such term, shall not be effective and shall be null and void.
 - g. All sales of advertising space, advertising and advertisements or promotions (including the location thereof) in any TEAM Ad Spaces by TEAM and the size and configuration of the TEAM logo in the ARENA ice circle must be approved in writing by ARENA's general manager prior to the sale and/or execution of any advertising contract or agreement and, in the case of the ARENA ice circle, prior to installation, such approval not to be unreasonably withheld, delayed or conditioned. ARENA has entered into a Facility naming rights arrangement with Cross Insurance. All marketing and promotional advertisements and related media of TEAM which reference the Facility shall include the full name and designation of the Facility, including any naming rights partner name, logo and/or other designation as required by ARENA. TEAM shall be subject to any restrictions and requirements of such current or, subject to the remainder of this paragraph, any future naming rights arrangements in the sale and production of any TEAM Ad Spaces or other Commercial Rights. Subject to the remainder of this paragraph, the foregoing shall apply to any future such arrangements (including without limitation the extensions or renewals of the current arrangements). Notwithstanding the foregoing, it is acknowledged that TEAM may enter into agreements related to TEAM Ad Spaces and sponsorships that may include, as to TEAM Ad Spaces or other TEAM-controlled opportunities set out in this Lease, exclusivity related to TEAM advertisers or sponsors and/or their products or services and TEAM may continue to honor such exclusivities notwithstanding ARENA entering into any conflicting naming rights or other sponsorship agreement; provided, however, no such TEAM agreements may violate any ARENA Facility naming rights agreement in effect at the time TEAM enters into such TEAM agreements, and TEAM shall not and does not have any authority or

- right to bind ARENA or the Facility to any such exclusives or other agreements or granted rights in TEAM agreements. TEAM agrees from time to time upon the request of ARENA to negotiate with ARENA or its agents the sale, pricing and terms of TEAM Ad Space content and exclusivity for ARENA or its naming rights partner(s). Nothing in this foregoing sentence is intended to require TEAM to agree to any proposed terms, or affect or change TEAM's obligations as to the availability and pricing of and for TEAM Ad Space inventory set out in subsection (d) below.
- h. In the event there is present in, on or about the Facility any advertising or promotional materials or media that is in violation of this Lease, ARENA's rules, regulations or standards and/or which is installed by TEAM and/or pursuant to any sale of advertising and/or advertising agreement or contract that was entered into in violation of the requirements of this Section, then in addition to and not in lieu of any other rights and remedies possessed by ARENA under the Lease or at law or equity, ARENA shall notify TEAM and, if TEAM has not resolved such matter within five (5) business days to ARENA's reasonable satisfaction, ARENA reserves the right at its sole option to remove, disable or cover any such violating advertising media at the expense and risk of TEAM. In addition, TEAM acknowledges and agrees that ARENA reserves the right to temporarily cover or disable Team Ad Spaces or advertising media for the duration of any Facility event or user requiring same (e.g., the Celtics, NCAA and other users).
 - i. ARENA shall not exercise ARENA Commercial Rights to display, on the over-ARENA-ice video board, materials that violate current ECHL regulations specifically related to disruption of game play (e.g., those controlling noise, lights, etc. during game play) or ECHL "decency" standards (e.g., those standards restricting or prohibiting offensive language or content) during TEAM home games.
 - j. TEAM retains 100% of the proceeds from the sale or licensing of TEAM Ad Space and from the game-related sponsorships and tabling described in Section 8(c)c above.
- (d) ARENA purchase and resale. Subject to availability, TEAM hereby makes available to ARENA any or all of the TEAM Ad Spaces for purchase by ARENA for resale or assignment as part of the benefits granted to ARENA's "naming rights" partner. Upon such inventory becoming available, ARENA shall have first rights to purchase such inventory for the ARENA's naming rights partner, and TEAM shall not be permitted to sell or contract to sell such inventory to any other party until it has first offered in writing any of such inventory that is available for sale to ARENA as soon as it is available. ARENA shall notify TEAM as to whether it wishes to purchase all or some of the items from TEAM for the ARENA's naming rights partner, and shall thereafter have a ten (10)-day window, on the first ten (10) days of each subsequent Lease Year, to notify TEAM whether it wishes to purchase all or some of such items for such purpose for such Lease Year. The purchase price of such items per Lease Year for ARENA's naming rights partner shall be at the then current rate card rates of TEAM, without discount or upcharge.

ARENA may also from time to time purchase from TEAM non-premium tickets on a full-season basis at the then-prevailing rate for full-season ticket purchasers or any other discounted multiple-game packages at the then-prevailing rate for any such package, in

each case subject to availability, and TEAM agrees to make tickets available on that basis and at such prices.

- (e) Radio, Television and Broadcast Rights. TEAM has the exclusive right and license to distribute, transmit, exhibit, advertise, duplicate, promote, perform, live stream, broadcast, and otherwise exploit (the "Distribution") the produce of audio and video of the hockey team (the "Broadcast") and, accordingly shall be entitled to all revenues related to the TEAM's hockey team. ARENA acknowledges that TEAM is permitted under this Lease to Broadcast and Distribution all games over the radio, television and/or new media. TEAM shall be solely responsible for all expenses, costs, fees, personnel and installations related to any such broadcasts and exercise of such rights. Nothing in this Section 8 shall be deemed to affect or modify ARENA's sole and exclusive rights to market and sell any ARENA Commercial Rights or to transfer or license by implication any such ARENA Commercial Rights.

TEAM has an obligation to refer to the arena as the Cross Insurance Arena as its title sponsor on all video, audio and promotional materials.

- (f) Merchandise, Novelties & Program Revenues. TEAM shall have the right to prepare a printed program for each game at its own cost and expense with the understanding that all advertising revenue generated by said program, or from other printed matter such as yearbooks, shall belong to the TEAM. It is further understood, that all sales of merchandise and novelties (jerseys, shirts, hats, pennants, banners, hockey sticks, programs, other hockey publications, etc.) in the ARENA will be sold by people paid by and working on behalf of TEAM, and TEAM shall retain all revenues from said sales. ARENA will provide TEAM with four (4) temporary locations to be determined by ARENA (but specifically including the space designated as the "team store" for the prior AHL tenant) for selling TEAM merchandise at no cost to TEAM. TEAM shall be responsible at its sole cost and expense for removal of merchandise and temporary sales apparatus after each game. Nothing herein shall be deemed to permit TEAM to sell, contract to sell or provide to any party any of the ARENA Commercial Rights without the prior written permission of ARENA.

Decorations. There shall be no decorations or media by TEAM in any part of the Facility of any name, nature or description without the specific written approval of the ARENA, which approval, if granted, may contain conditions and limitations as to location, duration, and other aspects of visibility and content.

- 9. Team Revenue Shares. ARENA recognizing the potential increased value of certain income streams created or enhanced by a successful and healthy prime sports tenant, agrees to share with TEAM certain revenue and income streams related to the operations of the Facility and sale by ARENA of certain ARENA Commercial Rights as is set out more specifically in this Section 9 (the "TEAM Revenue Share").

The TEAM Revenue Share shall be paid and applied (e.g., by credit against amounts owing from TEAM to ARENA) at the times set out in this Section 9 provided, however, that TEAM revenue Share shall no longer be due or owing to TEAM with respect to any period following the date this Lease is terminated due to TEAM default.

The parties acknowledge that the TEAM Revenue Share will vary depending on a number of factors that are out of the control of ARENA and TEAM. No specific gross amount of TEAM Revenue Share has been promised or guaranteed by ARENA or TEAM, and TEAM shall be responsible to assure that its operations and planning take account of the variable and unpredictable nature of the TEAM Revenue Share amounts. TEAM agrees to cooperate with ARENA in efforts to maximize the underlying income streams and sources of the TEAM Revenue Share amount.

The TEAM Revenue Share for each Lease Year shall be an amount equal to the total of the following shares of income and revenue streams actually paid to and irrevocably received by ARENA or TEAM during or attributable to the applicable Lease Year, subject to normal and customary adjustments, including refunds:

1. One hundred percent (100%) of the proceeds from the sale of tickets in the nonpremium areas (i.e., Facility seats located in areas other than Suites, Loges or Club seat areas).
2. One hundred percent (100%) of the base ticket revenue portion (excluding any surcharge amounts) for TEAM hockey games from all tickets in Platform Suites AA and GG, two (2) Ice Level Party Decks and Chick Filet Lounge actually sold (ARENA retains 100% of the licensing revenue (i.e., any "lift" over and above the ticket face value) and complete control over sales of all Suites and Loges.). It is acknowledged that ARENA is not obligated to sell any such Suite or Loge packages inclusive of TEAM tickets.
 - a. ARENA will provide proceeds of 72 Suite tickets x \$20.00 per regularly season game to TEAM. . If ARENA requests additional Suite tickets, ARENA agrees to pay to TEAM the \$20.00 per ticket per game.
 - b. Payment and adjustment for any amounts owed TEAM for ticket revenues actually received by ARENA pursuant to and as calculated in accordance with this subparagraph 2. shall be made on a game-by-game basis as part of the game settlement procedures set forth in Section 5(d).
 - c. In the event that ARENA sells any Suite, package or license without inclusion of TEAM hockey game tickets, ARENA shall then make available to TEAM at least thirty (30) days before the opening home TEAM hockey game of each hockey season during the Term the right to sell on a single-season basis (with no right of renewal) the applicable season's season tickets for the seats attributable to that particular Suite package or license for which TEAM hockey game tickets were not included, ARENA shall not charge TEAM any other fees for sale and use of unsold Suites pursuant to this section. Each package or license agreement for such Suite sold without hockey tickets shall disclose that such seats may be

sold to and occupied by the ticket purchasers and thus shall not be occupied on TEAM game nights by the holder of such package or license agreement.

3. Fifty percent (50%) of the net revenues for Above-ice Advertising inside the Facility, excluding sales of sub-naming rights (i.e., sales of license rights or similar rights (and the related fees and payments) attributable to the naming, labeling or branding of a particular Facility geographical location or area that is not part of any Facility naming rights (such rights, "Sub-naming Rights")) and excluding sales of naming rights and all related components and revenues. "Above-ice Advertising" shall mean only all Facility fixed and static signage above the dasher boards (including, notwithstanding the foregoing, such fixed and static signage that advertises or promotes a party who is also a licensee or owner of Sub-naming Rights). The calculation of net revenues shall be made by ARENA management, subject to subparagraph 7 below, and shall take account of commissions, expenses properly attributable to such revenues and other appropriate items directly related to such sales. In the case that Above-ice Advertising that is intended to be shared with TEAM as set forth in this Lease is sold as part of a "package" or is included in a sale that includes other commercial rights and if such package or sale terms do not include an express specific allocation of a portion of the total price to the Above-ice Advertising that is intended to be shared with TEAM as set forth in this Lease, then such allocation shall be made by ARENA management using a consistent methodology and taking account of the rate card for such items and industry customs. Periodically on mutually agreed upon dates, but in no event less frequent than monthly, payment and adjustment for any amounts owed TEAM for its share of the net revenues for Above-ice Advertising actually received by ARENA pursuant to and as calculated in accordance with this subparagraph 2. shall be made pursuant to game settlement procedures set forth in Section 5(d).
4. TEAM is entitled to 100% of the revenue from its forty-five percent (45%) of the time on in-Game videoboard and LED resources as set out above, and to the extent such amount is received by ARENA, TEAM's revenue shall be part of the TEAM Revenue Share. The TEAM shall control all videoboard and LED advertising during games, subject to ARENA's rights to its 55% share of time as set out above. TEAM shall permit the ARENA two (2) public address messages per period.
5. A \$1.00 facility fee will be imposed by the ARENA on all tickets sold either through the ARENA's Box Office or the TEAMS Secondary Box Office. Starting in 2025/2026, the ARENA's \$2.00 ticket surcharge from the 2024/2025 season shall revert to and benefit the TEAM. The 2024/2025 \$2.00 ticket surcharge has already been built into the TEAM's ticket price. The ARENA has no responsibility to TEAM for any reimbursement for the \$2.00 ticket surcharge. No ticket surcharge shall be assessed on complimentary tickets. Payment and adjustment for any amounts owed TEAM for ticket surcharges pursuant to and as calculated in accordance with this subparagraph 5, including amounts of surcharge collectable by TEAM for sales of tickets by TEAM, shall be made on a game-by-game basis as part of the game settlement procedures set forth in Section 5(d). There shall be no other additional fees of any kind added to any TEAM ticket.

Fifty percent (50%) of the net revenues of food and beverage sales in the Facility (including all revenues attributable to the sale of alcoholic beverages) for TEAM home hockey games only. Revenue from the sale of alcoholic beverages are included in the foregoing calculation so long as the Liquor Laws (as defined below) permit such sharing with TEAM. "Liquor Laws" shall mean

Maine statutes, regulations or rules, and/or related local ordinances, rules or regulations that govern the sale of alcoholic beverages and licensure of sellers and servers thereof and/or the owners, operators and managers of facilities or establishments where such sales take place (including all persons or entities having a financial interest in such facilities or establishments or in the operations conducted therein). TEAM agrees that it shall cooperate with ARENA in all efforts to comply with the Liquor Laws and any licensure application process related thereto, but in no event shall TEAM be required to hold a liquor license in its own name or otherwise become a party to a liquor license. If at any time the ARENA in good faith determines or is notified by the applicable governmental authority that Liquor Laws restrict or prevent TEAM from receiving the foregoing share of revenue from the sale of alcohol, then ARENA will notify TEAM of any such notice or determination it receives or makes immediately and the parties agree to negotiate in good faith to offset the loss of revenue to TEAM. "Net revenues of food and beverage sales" shall mean gross revenue from food and beverage sales less only expenses, taxes and credit card fees, all to the extent directly related to such sales. Expenses shall take account of cost of goods, commissions, labor and overhead costs and other expenses directly and properly attributable to such revenues and other appropriate items. Payment and adjustment for any amounts owed TEAM for its share of the net revenues for food and beverage sales in the Facility for TEAM home hockey games actually received by ARENA pursuant to and as calculated in accordance with this subparagraph 5. shall be made no later than the 15th of the following month during any Lease Year pursuant to game settlement procedures set forth in Section 5(d).

Notwithstanding anything to the contrary contained herein, Revenue from any current or future pouring rights arrangements or contracts of ARENA and related inventory (including without limitation fixed and static signage that is part of such arrangements or contracts) are excluded from the TEAM Revenue Share payments.

10. Remedies: Default, Stipulated Damages. Notice of Termination.

- (a) TEAM's Default. TEAM shall be in default hereunder in any of the following events: A. if TEAM shall fail to pay any Rent, Additional Rent or other charge required to be paid by TEAM under this Lease when due and payable and such default continues for a period of twenty (20) days after written notice of default; or B. if TEAM shall default in the performance of any of the other material covenants, obligations and agreements of this Lease, and such default shall not have been remedied within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice of ARENA to TEAM specifying such default and requiring it to be remedied, but not to exceed ninety (90) days, provided further, however, that any unsafe, unsanitary or emergency condition caused by TEAM shall be remedied as soon as reasonably practical; or C. if, for any reason other than due to (i) a force majeure or (ii) the Facility not being made available to TEAM in good operating condition, or (iii) a strike or lockout, TEAM shall fail to ice a hockey team in accordance with ECHL rules for two consecutive home games; or D. any involuntary petition in bankruptcy shall be filed against TEAM under any federal or state bankruptcy or insolvency act and shall not be dismissed within ninety (90) days from the filing thereof, or if a receiver shall be appointed for substantially all of the

property of TEAM by any court and such permanent receiver shall not be dismissed within ninety (90) days from the date of his appointment, or if TEAM shall make an assignment for the benefit of creditors.

- (b) If TEAM becomes in default as defined above, ARENA may terminate this Lease by written notice to TEAM, and termination shall be effective upon such written notice. In the event of any such termination, TEAM shall surrender the Premises on the date of such termination, and TEAM shall remain liable as herein provided.
- (c) In the event of termination, ARENA may re-enter the Premises using such force as may reasonably be required without being liable for prosecution or damages on account of such re-entry, and may possess and repossess the Premises by summary proceedings, ejectment or otherwise.
- (d) The receipt of rent or other monies by ARENA from TEAM with knowledge of any breach or default on the part of TEAM shall not be deemed a waiver of such default. The receipt of rent or other monies by ARENA from TEAM after termination of this Lease as provided herein shall not be deemed to reinstate, continue, or extend the terms of this Lease or to affect any notice previously provided TEAM or to operate as a waiver of ARENA's right to recover possession of the Premises. In no event shall either party be liable or responsible for any consequential, incidental, punitive or special damage (including without limitation lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party.
- (e) Upon any termination of this Agreement for default of TEAM, TEAM covenants and agrees, notwithstanding any entry or re-entry by ARENA, whether by summary proceedings, termination, or otherwise, to immediately pay and be liable to ARENA for liquidated damages of One Hundred Thousand Dollars (\$100,000.00), as the same is increased (but never decreased) on a cumulative basis each year by an amount equal to the percentage increase, if any, in the CPI-U, over the previous twelve (12) month period (i.e., the difference, if any, expressed as a percentage, between the value of the CPI-U published most recently prior to the commencement of the preceding Lease Year and the value of the CPI-U published most recently prior to the commencement of the Lease Year for which the CPI-U adjustment will apply, provided that the increase shall not exceed three percent (3%) in any one year ("Liquidated Damages") it being agreed between the parties hereto that the actual losses and damages to ARENA in the event of such breach are impractical to ascertain and the foregoing amount is a reasonable estimate thereof. Nothing herein shall be deemed to release or limit any liability of TEAM under any indemnity and/or hold harmless provisions herein relating to an underlying third-party claim, or from any claims for physical damage or harm to the Facility caused by TEAM or related to TEAM's use of the Facility to the extent covered by insurance maintained

by TEAM. The parties acknowledge that the Liquidated Damages has been agreed upon, after negotiation, is a substitute and replacement for rent and Additional Rent and other income losses that are not subject to easy estimation and is a reasonable compensation to ARENA under these circumstances and as ARENA's sole and exclusive remedy against TEAM for such losses in the event of a default. Upon payment of the Liquidated Damages to ARENA, ARENA shall automatically be considered to waive any claim for any other losses (including lost profits) as a result of a default by TEAM. The parties acknowledge that the payment of such Liquidated Damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to ARENA. Such Liquidated Damages do not include and shall not limit TEAM's liability for any and all reasonable attorney's fees incurred by ARENA related to the payment or collection of the Liquidated Damages.

- (f) ARENA's Default. ARENA shall be in default hereunder in any of the following events: A. if ARENA shall fail to pay any monies or other charges required to be paid by ARENA under this Lease when due and payable and such default continues for a period of twenty (20) days after written notice of default; or B. if ARENA shall default in the performance of any of the other material covenants, obligations and agreements of this Lease, including without limitation to provide the Facility in the condition required by this Lease at section 13, and such default shall not have been remedied within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice of TEAM to ARENA specifying such default and requiring it to be remedied, but not to exceed ninety (90) days, provided further, however, that any unsafe, unsanitary or emergency condition caused by ARENA shall be remedied as soon as reasonably practical; or C. any involuntary petition in bankruptcy shall be filed against ARENA under any federal or state bankruptcy or insolvency act and shall not be dismissed within ninety (90) days from the filing thereof, or if a receiver shall be appointed for substantially all of the property of ARENA by any court and such permanent receiver shall not be dismissed within ninety (90) days from the date of his appointment, or if ARENA shall make an assignment for the benefit of creditors.

If ARENA becomes in default as defined above, TEAM may terminate this Lease by written notice to ARENA, and termination shall be effective upon such written notice. TEAM may also terminate this Lease as specifically provided in Section 13 below.

- (g) Subject to Section 10(e) above, (i) the rights and remedies given to ARENA and TEAM in this Lease are distinct, separate, and cumulative remedies, (ii) the existence of these remedies shall not be deemed to be in exclusion of any other remedies provided at law or in equity, (iii) exercise of any one such remedy shall not be deemed a waiver of such other remedies as may be available, and (iv) in the event of a default by either party hereunder the party the non-defaulting party shall be entitled to recover from the defaulting party all reasonable attorney's fees and costs incurred by the non-defaulting party as a result of the other party's default.

11. Damage to Premises. If the Premises or the Facility shall be damaged or destroyed in whole or in part at any time during the Term by fire or other casualty so that more than five percent (5%) of the replacement value of the Facility (exclusive of foundations) in its condition just prior to the occurrence of the damage or destruction, is damaged or destroyed, which damage affects ARENA's ability to provide hockey facilities in the condition described in Section 13 below, TEAM may, at its option, cancel the Lease, provided that if ARENA notifies TEAM in writing within ninety (90) days of such damage occurring that ARENA intends to repair the damage in full, and takes prudent steps to do so without undue delay until such repair is complete, then the Lease shall continue in all respects, subject to the succeeding sentences and provided that TEAM may elect to play games at another location, without payment of Rent, Additional Rent, or any other amounts to ARENA hereunder for such period. In the event ARENA elects to repair or restore such damage pursuant to the preceding sentence, ARENA shall do so such that hockey facilities in the condition described in Section 13 below are made available to TEAM within two hundred seventy (270) days of the date of such damage occurring. If either ARENA does not timely notify TEAM of its decision to restore or repair, or if it has timely provided such notice but then does not repair or restore as aforesaid before such 270-day period is ended, then TEAM may in either case terminate this Lease by written notice to ARENA, which notice shall take effect thirty (30) days from ARENA's receipt thereof. If the damage as previously mentioned is less than five percent (5%), the ARENA shall endeavor to restore the Premises but only to the extent of available insurance proceeds, but in any case, ARENA shall restore the Premises to the extent necessary to provide hockey facilities to TEAM in the condition described in Section 13 below. For any period in which the ARENA is not available to TEAM due to damage, , a just and proportionate abatement of Rent and Additional Rent shall be made until the Premises shall have been put in proper condition for use and occupation. There is no obligation on ARENA to restore or rebuild if damage as previously mentioned exceeds five percent (5%). Any and all restoration and rebuilding efforts shall always be limited to available insurance proceeds.

12. Indemnity and Public Liability Insurance. The provisions of these subsections 12(a), 12(b) and 12(c) are subject to the limitations and qualifications provided in Section 21(c) hereof.

Indemnity. (i) To the fullest extent permitted by law, TEAM agrees to indemnify, defend with counsel reasonably acceptable to ARENA and save harmless the ARENA from and against all claims of whatever nature arising from any act, omission or negligence of the TEAM, or the TEAM's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law including, without limitation, any law, regulation, or ordinance concerning trash, hazardous materials, or other pollutant occurring from and after the date that possession of the Premises is delivered to TEAM and until the end of the Term hereof in or about TEAM's Premises, or arising from any accident, injury or damage occurring outside of the Premises but within or about the Facility, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of TEAM or the TEAM's contractors, licensees, agents, servants, or employees. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including without limitation reasonable attorney's fees. Notwithstanding the provisions of this Section, TEAM shall not be required to

indemnify or save harmless the ARENA from any accident, injury, violation, liability or damage whatsoever to the extent caused, in whole or in part, by the negligence or willful misconduct of the ARENA or its employees, contractors or agents of the same.

- (a) Insurance. TEAM shall obtain, at its own cost and expense, commercial general liability insurance in the name of TEAM that names the ARENA as an additional insured, and which insures against all acts, omissions, and negligence of the TEAM. Such insurance shall be written on an occurrence basis with a Five Million Dollar (\$5,000,000.00) combined single limit for bodily injury, property damage, and personal injury. TEAM shall cause such insurance to be written on a primary and not contributory basis. TEAM shall ensure, by endorsement to its policy or otherwise, that its commercial general liability insurance policy provide coverage to ARENA to the fullest extent of the TEAM's defense and indemnification obligations under the Agreement identified in Section 12(a) hereof.
 - (b) TEAM shall also obtain, at its own cost and expense, property insurance in the name of the TEAM which insures against damage to and loss of the TEAM's contents and improvements of the Premises made by the TEAM under a standard Maine all risk perils form, or its equivalent, and shall waive subrogation against ARENA. Each such policy shall be written by a reputable and financially sound, duly licensed, and admitted insurance company with an A+ financial rating. TEAM shall provide ARENA with certificates for such insurance at or prior to the commencement of the term.
 - (c) Own Risk. TEAM agrees to use and occupy the Premises as it is herein given the right to use at its own risk; ARENA shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of TEAM. TEAM agrees that ARENA shall not be responsible or liable to TEAM, or to those claiming by, through or under TEAM, for any loss or damage that may be occasioned by or through the acts or omissions of persons present in the Facility, the Premises or any part of the Premises, or otherwise, or for any loss or damage resulting to TEAM or those claiming by, through or under TEAM, or its or their property, from the bursting, stopping or leaking of water, gas, sprinkler, sewer or steam pipes or similar apparatus or installations.
13. Maintenance Alterations. TEAM acknowledges by entry thereupon that the Premises are in good and satisfactory order, repair and condition, and covenants during the Term and further time as TEAM holds any part of the Premises to keep the Premises (including without limitation doors serving the Premises) clean and neat in appearance and in as good order, repair and condition as the same are in at the commencement of the Term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear and damage caused by other parties only excepted. TEAM shall be responsible for regular trash removal and janitorial services related to the Premises and its and its invitees' use thereof.

TEAM shall not make any alterations or additions, or permit the making of any holes in any part of the Premises or Facility, or paint or place any signs, banners, awnings, aerials or flagpoles or the like anywhere in the Facility, or except as expressly consented to in writing by ARENA, which consent shall not be unreasonably withheld or delayed, but which may be in the case of Safety-Related Improvements or other permanent or structural modifications reasonably conditioned on among

other things approval of plans and specifications and on the reasonable requirements of Facility engineers or other personnel in charge of the Facility. Except as expressly permitted under this Lease, TEAM shall not permit anyone except TEAM to use any part of the Premises or Facility for any purposes without on each occasion obtaining prior written consent of ARENA. TEAM shall not suffer or permit any lien of any nature or description to be placed against the Facility, the Premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the same, or otherwise contest such lien in good faith; this provision shall not be interpreted as meaning that TEAM has any authority or power to permit any lien of any nature or description to attach or to be placed upon ARENA's title or interest in the Facility or any portion thereof.

ARENA shall have a continuing obligation throughout the Term to maintain the Facility and its facilities and equipment in at least the same operating condition as it is in on the date of this Lease, subject to reasonable wear and tear, and at all times in accordance with applicable laws including applicable building and safety codes. These obligations are, however, expressly limited to the extent that such actions require formal authorization from appropriate and applicable authorities, bodies or decision-making boards or committees within the ARENA or within Cumberland County and are limited by the extent such obligations are so funded or supported, provided that in the event ARENA fails to maintain the Facility and its facilities in the operating condition described in the first sentence of this paragraph, and such failure continues for sixty (60) days following written notice of such failure to ARENA, TEAM shall have the limited right and remedy to elect to terminate this Agreement, without liability for any continuing rental or performance obligations hereunder, effective upon written notice to ARENA at any time prior to cure of such failure by ARENA. ARENA will be responsible for repairing any damage to the hockey-related structures and equipment (e.g., dashers, glass, goals, safety nets) to the extent necessary due to normal wear and tear. The obligations of ARENA in this paragraph do not extend to the locker room appliances or TEAM-owned equipment.

14. Intermission. In order to facilitate attendee convenience and concessions sales, TEAM agrees, subject to ECHL rules to the contrary, that hockey games will be played with intermission between periods of no less than eighteen (18) minutes each and that of each eighteen (18) minute intermission, no more than seven (7) minutes shall be devoted to entertainment, with the balance of eleven (11) (or more) minutes to be without entertainment on the ice.
15. Specific Covenants by the TEAM. As part of its obligations hereunder, and in addition to TEAM's other obligations, agreements and covenants contained herein, TEAM covenants and warrants with the ARENA that:
 - (a) TEAM shall assure that all property, installations and debris owned by or caused by TEAM or TEAM's invitees shall be clear from all spaces inside and outside the Facility before and after games, and that all portions of the Premises that TEAM has limited rights to use shall be, in addition to the foregoing, vacated by TEAM and any TEAM invitees or agents during all times that TEAM is not permitted to use such portions of the Premises.
 - (b) TEAM will (i) at all times during the Term provide a professional hockey team which holds an ECHL franchise in good standing; and (ii) at all times during the Term ice a full team for

all regularly scheduled games. TEAM agrees upon ARENA's request from time to time to provide satisfactory evidence of TEAM's compliance with this Section.

- (c) TEAM and ARENA acknowledge the potential value and mutual benefit of the TEAM's affiliation with a National Hockey League team, and as such TEAM shall endeavor to, as and when appropriate in TEAM's judgement, maintain such an affiliation throughout the Term of this Lease; provided, however, ARENA acknowledged that TEAM shall not be required to be affiliated at any time and TEAM may, in its discretion, at any time remain unaffiliated.
- (d) TEAM agrees to conform to the following provisions during the Term: (i) TEAM shall not injure or deface the Premises or Facility; (ii) No inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the Facility; (iii) TEAM shall not permit the use of the Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance; and (iv) TEAM shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TEAM, the Premises and/or TEAM's use and all reasonable rules and security regulations now or hereafter made by ARENA. TEAM agrees to keep the Premises equipped with all safety appliances or installations, and/or accommodations in TEAM's use thereof required by law or any public authority as a result of TEAM's use or occupancy of the Premises or Team's alterations or additions thereto, which installations shall be subject to ARENA's consent as provided in this Lease.
- (e) TEAM shall be responsible at its sole cost and expense to fulfill all requirements and mandates of the ECHL and/or affiliation agreements and/or franchise agreements, except as specifically provided in Section 4 of this Lease.
- (f) TEAM will maintain year-round office staff in Portland to serve the public, to sell season tickets, and to act as the informational ARENA for the TEAM.
- (g) TEAM's hockey team/franchise will be the only professional hockey team/franchise commonly owned, controlled or affiliated with the TEAM within a fifty (50) mile radius of Portland.
- (h) TEAM shall be responsible at its sole cost and expense to fulfill and perform all music and media licensure and use requirements (e.g., ASCAP) related to its use or broadcast of music and other media in the Facility.

16. Assignment and subletting. TEAM's rights under this Lease are expressly not assignable nor is any sublease or license of rights related to the Premises permitted without the specific written consent of ARENA, which may be withheld in its sole discretion. For purposes of this Lease, the sale of a controlling interest in the stock or membership or partnership interest of a legal entity constituting TEAM shall constitute an assignment of the Lease. As to any request for ARENA's consent to an assignment or subletting, TEAM shall provide to ARENA's Board or controlling body the identity of the prospective assignee or subtenant, including the identity of individual owners of non-public

entity owners and such other information as may be reasonably requested by ARENA. Any assignment, sublease or license made in contravention of this provision shall be null and void and of no effect. Notwithstanding the foregoing, in the event of a potential sale of the TEAM's franchise rights in the ECHL, TEAM shall be permitted to assign this LEASE to the buyer of such rights upon the written consent of ARENA, which shall not be unreasonably withheld, conditioned or delayed. Any approved assignee or subtenant shall agree in writing to be bound by the terms of this Lease and satisfactory evidence of such agreement shall be provided to ARENA promptly after the transaction transferring the Lease to the approved assignee or subtenant.

17. Covenant to Surrender. On the last day of the Term, or on the sooner termination thereof, TEAM shall at the expiration or other termination of this Lease peaceably yield up the Premises and all additions, alterations, fixtures (including those installed by TEAM), and improvements thereto in the condition received at the commencement of the Term, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the Premises, repairing all damage caused by such removal, and leaving the Premises clean and tenantable. If TEAM leaves any of its goods and chattels at the Premises, ARENA shall notify TEAM and if TEAM fails to remove such good and chattels within ten (10) days of its receipt of such notice, TEAM shall have no further claims and rights in such goods and chattels as against ARENA, and TEAM shall be deemed to have conveyed such items to ARENA unless ARENA elects to reject acceptance of the same. If the Premises are not surrendered at the end of the Term, TEAM shall indemnify ARENA against loss, damage, claims or liability resulting from or related to the delay by the TEAM in so surrendering the Premises including without limitation any claims made by any succeeding tenant or occupant related to such delay or ARENA's inability to deliver the Premises or any portion thereof. If TEAM fails to vacate the Premises at the termination of this Lease following written notice to vacate from ARENA, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to a per-day rent of \$500.00; but this provision shall not be interpreted as consent or permission by ARENA for TEAM to hold over at the termination of this Lease and the terms of this holdover provision shall not preclude ARENA from evicting TEAM and/or recovering any other damages which it incurs as a result of TEAM's failure to vacate the Premises at the termination of this Lease.
18. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid. If given to the TEAM, that same shall be mailed to the TEAM at 94 Free Street, Portland, Maine 04101 Attn: Chief Executive Officer Attn: President, with a copy to or to such other person or at such other address as TEAM may hereafter designate by notice to the ARENA. If given to the ARENA, the same shall be mailed to the ARENA at Cumberland County Government, Attn: County Manager, at 27 Northport Drive, Portland, Maine 04103, with a copy sent to the Cross Insurance Arena, One Civic Center Plaza, Portland, Maine 04101, c/o General Manager. Force Majeure. Neither ARENA nor TEAM shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency, flood, fire, Act of God, or for any other cause beyond its reasonable control, but financial inability shall never be deemed to

be a cause beyond a party's reasonable control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

19. Americans with Disabilities Act (ADA) and State accessibility Laws. Concerning the ADA and Maine state accessibility laws, and regulations thereunder, any accessibility requirements related to TEAM's alterations or modifications of the Premises and Facility that are not installed as part of the Facility as of the date of this Lease are the TEAM's sole responsibility, as are also non-structural accessibility requirements related to TEAM's use of the Premises, including without limitation costs and expenses of interpreters. Any structural requirement shall be the responsibility of ARENA.

20. Miscellaneous.

- (a) Recording: Waiver: Amendment: When Binding: Etc. ARENA and TEAM agree that this Lease shall not be recorded but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TEAM does not constitute a reservation of or option for the Premises or an offer to lease the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both ARENA and TEAM. Employees or agents of ARENA have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. No provision of this Lease may be modified or altered except by agreement in writing between ARENA and TEAM duly executed and delivered, and no act or omission of any employee or agent of ARENA shall alter, change, or modify any of the provisions hereof. Time is of the essence of this Lease. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease. The parties (including any Guarantors) acknowledge and agree that all negotiations, considerations, representations and understandings of the parties concerning the subject matters of this Lease are incorporated herein and that there are no other terms, arrangements or considerations, oral or written, regarding any of the subject matters of this Lease which are not contained herein. The parties acknowledge that failure on the part of ARENA or TEAM to complain of any action or non-action on the part of the other, no matter how long the same may continue or have continued, shall never be deemed to be a waiver by such party of any of its rights under this Lease. Further, no course of dealing or waiver at any time of any of the provisions hereof by either party shall be construed as a continuing waiver or modification of any of the provisions of the Lease.
- (b) Authority. ARENA and TEAM each covenant to the other that (i) each has the power and capacity to execute this Lease; (ii) that the execution and delivery of this Lease and any documents associated therewith have been duly authorized by appropriate entity actions; (iii) the person or persons executing this Lease is/are the duly authorized officer or agent therefor; and (iv) this Lease, upon such execution and delivery, shall constitute its valid and binding

obligation, enforceable according to its terms. This Lease shall be binding upon and enforceable against the successors and assigns of each of TEAM and ARENA.

- (c) Immunity. Notwithstanding anything to the contrary in this Lease, nothing herein shall be considered to expand or create liability on the part of ARENA to any person for claims from which ARENA is released, exempted and/or protected by Maine Law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended. Any and all obligations and/or exposure of the ARENA under any indemnification obligations or insurance requirements contained herein, and any damages or payments related thereto, are subject to the foregoing limitations, and are further subject to, limited by, and shall not exceed the legal limits of its liability.
- (d) No Partnership. It is further understood and agreed that ARENA shall in no event be construed or held to be a partner, joint venture or business associate of TEAM in the conduct of the TEAM's or ARENA's business, nor shall ARENA be liable for any debts incurred by TEAM in the conduct of the TEAM's business; and it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.
- (e) Subordination. This Lease automatically shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the Facility and property of which the Premises are a part and TEAM shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. TEAM agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by ARENA.
- (f) NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TEAM AND ARENA, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TEAM and/or ARENA MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY ARENA BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. ARENA AND TEAM HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.
- (g) It is acknowledged that a material part of the consideration for this Lease is the guaranty of Dexter Paine in the form attached hereto (the "Guaranty"). This Lease shall not be effective unless and until the guarantor thereunder executes and delivers the Guaranty.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

Jean-Marie Caterina
District One

Thomas Tyler
District Two

Stephen F. Gorden, Chair
District Three

Patricia Smith
District Four

James F. Cloutier
District Five

SIGNED AND DELIVERED IN THE PRESENCE OF:

WITNESS:

POWERPLAY, LLC (TEAM)

Name:

Name:

Its:

EXHIBIT A
TO ARENA ECHL LEASE

Depiction (by highlighting) of the home team locker room and ancillary facilities portions of the
Premises (following page)

EXHIBIT B
TO ARENA/ECHL LEASE GUARANTY

GUARANTY AGREEMENT

This Guaranty Agreement (the "Guaranty") is executed this day of _____, 2025 by Dexter Paine, an individual, of _____ ("Guarantor").

WHEREAS, Powerplay, LLC, a Delaware limited partnership ("Team"), has entered into a Hockey Lease Agreement dated the date hereof (the "Agreement") with the Cross Insurance Arena (a/k/a Cumberland County Cross Insurance ARENA) ("ARENA"), for the purpose of playing East Coast Hockey League games and related activities in the Cross Insurance Arena.

WHEREAS, the ARENA desires, and Guarantor agrees, for Guarantor to guarantee all obligations of Team under the Agreement.

NOW, THEREFORE, as an inducement to ARENA for entering into the Agreement, Guarantor hereby agrees as follows:

1. Guaranty. Guarantor hereby guarantees to ARENA and its successors and permitted assigns the full and punctual payment when due of all sums due and owing or to become due and owing by Team existing or to become existing under or arising related to the Agreement, but remaining subject to any liquidated damages provided thereunder, including any extensions, renewals and rearrangement thereof, amendments and modifications thereto, and substitutions therefor, after exhaustion of all cure periods under the Agreement ("Guaranteed Obligations").
2. Term. This Guaranty shall remain and continue in full force and effect as to any renewal, change or modification (including changes to rental or payment obligations), extension or assignment of the Agreement and/or new lease entered into between ARENA and Team, whether or not Guarantor shall have received any notice of or consented to such renewal, change, modification, extension or new lease, and shall include and extend to any holdover period and/or any other Team obligations that continue after the Agreement's termination. The liability of Guarantor under this Guaranty shall be primary, and in any right of action which shall accrue to ARENA under the Agreement, ARENA may proceed against Guarantor and Team jointly or severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against Team. The obligations of Guarantor as to the Guaranteed Obligations shall terminate only when all Guaranteed Obligations have been irrevocably satisfied in full or until all such Guaranteed Obligations (including any obligations that survive termination or expiration of the Agreement) are irrevocably terminated or expire pursuant to the provisions of the Agreement, whichever occurs later, whereupon this Guaranty shall terminate and Guarantor

shall have no further liability hereunder. This Guaranty is binding upon and enforceable against Guarantor and the successors and assigns of Guarantor in accordance with the terms hereof.

3. **Waiver of Certain Defenses.** Guarantor agrees that neither bankruptcy, insolvency, other disability, cessation of existence or dissolution of Team, shall in any manner impair, affect, or release the liability of Guarantor hereunder, and Guarantor shall be and remain fully liable hereunder in accordance with the terms hereof. Guarantor understands and acknowledges that by virtue of this Guaranty, Guarantor has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to Team. Guarantor hereby acknowledges and agrees that the Guaranteed Obligations shall not be reduced by the amount of any funds which ARENA is required to return to Team (or the legal estates thereof) pursuant to a bankruptcy or reorganization case or proceeding with respect to Team. Guarantor (a) to the fullest extent permitted by applicable law, waives notice of acceptance of this Guaranty; and (b) waives presentment, demand, notice of dishonor, protest and notice of protest; and (c) (1) any right to subrogation or indemnification, and any other right to payment from or reimbursement by Team, in connection with or as a consequence of any payment made by Guarantor hereunder (2) any right to enforce any right or remedy which Guarantor has or may hereafter have against Team, and (3) any benefit of, and any right to participate in, (i) any collateral now or hereafter held by Team or (ii) any payment to ARENA, by, or collection by ARENA from Team. Without limiting Guarantor's own defenses and rights hereunder, the Guarantor reserves to itself, all defenses, rights, set-offs, and counterclaims to which Team is or may be entitled arising from or out of the Agreement except as provided in this paragraph 3.

4. **Place of Performance; Attorneys' Fees.** All payments to be made and obligations to be performed hereunder shall be payable or performable where and as required under the Agreement. The prevailing party in any litigation or other similar proceeding relating hereto, including without limitation any enforcement action by suit or through bankruptcy, any judicial proceedings or otherwise, shall be entitled to recover the reasonable attorneys' fees and costs incurred by the prevailing party in such action.

5. **Applicable Law.** This Guaranty shall be governed by and construed in accordance with the laws of the United States of America and the State of Maine, and is intended to be performed in accordance with and as permitted by such laws. Venue for any dispute arising hereunder shall lie exclusively with the federal and state courts having jurisdiction over such matters in Portland, Maine. Wherever possible each provision of this Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Guaranty or application thereof shall be prohibited by or be invalid under such law, such provision or application as the case may be shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or other applications or the remaining provisions of this Guaranty.

6. ARENA's Assigns. This Guaranty is intended for and shall inure to the benefit of ARENA and its successors and assigns pursuant to the Agreement. There shall be no third-party beneficiaries of this Guaranty.

7. Subrogation. Notwithstanding anything to the contrary contained herein, upon the irrevocable payment and satisfaction of all Guaranteed Obligations or the irrevocable termination of this Guaranty, Guarantor shall be subrogated to rights of ARENA against Team, and ARENA agrees to take at Guarantor's sole expense such reasonable steps as Guarantor may reasonably request to implement such subrogation.

8. Guarantor's Representations, Warranties and Covenants. Guarantor hereby represents and warrants to, and covenants with, ARENA that:

- (i) Authorization, No Violation. The execution, delivery and performance by Guarantor of this Guaranty has been duly authorized by all necessary action and approved by all necessary persons and will not violate the charter documents of Guarantor or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which Guarantor is a party or by which Guarantor or its material assets may be bound or affected.
- (ii) Litigation. No suit is pending or, to the knowledge of Guarantor, threatened against Guarantor which could have a material adverse effect upon Guarantor's performance under this Guaranty. There are no outstanding judgments, orders or judicial decrees against Guarantor which would have a material adverse effect upon its assets, properties, franchises, or Guarantor's performance under this Guaranty.
- (iii) No Conflicts. This Guaranty is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which Guarantor is a party or is otherwise subject.

9. Notices. Any notice or demand to Guarantor in connection herewith may be given and shall conclusively be deemed to have been given and received three (3) business days after deposit thereof in writing, in the U.S. Mails, postage pre-paid, return receipt requested, and addressed to Guarantor at the address of Guarantor beside Guarantor's signature below or at such other address as Guarantor shall have furnished to ARENA in writing.

10. Multiple Counterparts. This Guaranty may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

11. Modifications. This Guaranty (including, without limitation, this Section 11) may not be modified except by a writing signed by a duly authorized officer of Guarantor and the ARENA.

GUARANTOR: Dexter Paine

Dexter Paine

NOTICE ADDRESS FOR GUARANTOR:

HOCKEY LEASE AGREEMENT

This lease (herein, the "Lease") is made and entered into as of this 16th day of ~~September~~~~June~~, 2025~~17~~, by and between CUMBERLAND COUNTY BOARD OF COMMISSIONERS~~CROSS INSURANCE ARENA~~ (A.K.A., CUMBERLAND COUNTY ~~CROSS INSURANCE ARENA~~~~CIVIC CENTER~~), of Cumberland County~~Portland~~, Maine (hereinafter referred to as the "ARENA"), and PowerPlay~~Portland Hockey~~, LLC, a Delaware limited liability company (hereinafter referred to as the "TEAM" or "Team").

RECITALS:

WHEREAS, the parties acknowledge that TEAM's operations at the Cross Insurance Arena Facility will provide substantial benefit to Cumberland County and the Greater Portland community and to ARENA;

WHEREAS TEAM acknowledges this Lease will provide substantial benefit to Team and to its operations at the Cross Insurance Arena Facility;

WHEREAS, ARENA Team have agreed upon the following terms of a lease agreement that is intended to assure that the Cross Insurance Arena Facility is benefited by a sports tenant for the entire term hereof; and

NOW THEREFORE, in order to fully evidence and memorialize the terms of this Lease, the parties agree to the following:

1. Premises Leased. In exchange for the base rent and additional rents, covenants and promises of the TEAM, the ARENA does hereby lease, demise and let unto the TEAM upon the conditions and during the Term and only during the times set out herein: (1) the ice rink; (2) the home team locker room and ancillary facilities; and (3) visiting team locker room facilities as designated by the ARENA (on game days only). The home team locker room and ancillary facilities are more fully depicted on the attached Exhibit A, which is expressly made part hereof (the "Premises"). TEAM's rights shall also include reasonable means of access to the Premises, in common with others, over and across ARENA's property and building and facilities known as the Cross Insurance Arena (the "Facility") reasonably necessary for use and enjoyment of the Premises, subject to reasonable rules and regulations promulgated by the ARENA from time to time.

TEAM acknowledges that: a) ARENA has made no representations and TEAM is not relying on any representations concerning the Premises, services to be provided thereto, their suitability for any particular use and/or the physical condition thereof except as set forth in this Lease; and b) that TEAM has conducted or has been provided ample and full opportunity to conduct its own due diligence inquiries with respect to the Premises, the Facility and is satisfied with the results thereof.

The Premises are accepted by TEAM in their "as-is" condition, unless otherwise provided herein.

2. Time Limits of Permitted Use. During the Term hereof, the home team locker room and ancillary facilities (as depicted in Exhibit A) shall be available on a 24-hour-a-day basis for

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the period of September 1st to June 1st (or if earlier or later, one month after the final playoff game) during any Lease Year. On the day of scheduled TEAM games, the ice rink will be available to the TEAM for a period beginning no later than three (3) hours prior to the starting time of the game and one (1) hour after the game ends. ARENA shall endeavor to make the visiting team locker rooms available no later than 8:00 a.m. on game days, but always subject to and limited by delays and interruptions caused by or related to event changeovers and other operational matters or uses. TEAM shall not schedule "on-ice" non-practice activities prior to or after any game without in each case the express permission of ARENA management. After the end of the hockey season, TEAM shall have the limited right to enter the Facility during normal business hours for the purpose of promotion and marketing of TEAM season tickets, TEAM sponsorships and the like (for example, showing the TEAM Ad Spaces (as that term is defined below) to a prospective advertiser).

ARENA specifically retains the rights: (i) to use of the ice rink (including without limitation the right to remove the ice and all hockey-related installations, advertisements and fixtures) and visiting team locker room for other events at all times that they are not provided ~~for~~ for TEAM's use under this Lease (including on days on which a hockey game may be scheduled) (By way of example and not limitation, should TEAM have an evening game scheduled, ARENA has the right to schedule an afternoon event, such as basketball or professional wrestling and in such cases, pre-game availability may be limited to less than three (3) hours), provided such use doesn't interfere with TEAM's ability to play the game in accordance with ECHL rules; and (ii), upon prior notice to TEAM and consent of TEAM, which will not be unreasonably withheld, conditioned or delayed, to use of the home team locker room or portions thereof on days on which a hockey game is not scheduled and there is need for an event or Facility user to use such area. ARENA management and TEAM agree to work together to minimize disruptions, particularly on days on which a TEAM hockey game is scheduled. Except as specifically described herein and during the periods of time during the Term hereof that are specifically described herein, TEAM shall have no rights to use, possess or control any other portions of the Facility, ARENA's real estate and/or personal property or fixtures, all such rights being expressly and fully reserved to ARENA.

2.A. Practice Ice. Game days. Practice ice will be made available without charge to the TEAM and visiting team on mornings or afternoons of a game day on days when no event is scheduled in the Facility and subject to changeover requirements related to events on the prior day; and 10:00 a.m. to 12:30 p.m. if there was an event the prior day. The parties acknowledge that there are times that practice ice may not be available on a game day, provided that ARENA shall endeavor to minimize such times. ARENA shall notify TEAM no less than two (2) weeks in advance if practice ice will not be available, or will be limited, on any game day.

2.B. Practice Ice. Non-game days. Ice will be made available for both practices and training camps without charge to TEAM on non-game days in the reasonable discretion of ARENA at times on non-prime business days that are available according to ARENA's schedule and subject to other uses by ARENA and its occupants and performers. Visiting team practice ice on non-game days will be billed at the then-prevailing hourly rate set by ARENA for ice

times per hour and subject to the foregoing scheduling limitations. The parties acknowledge that there are times that practice ice may not be available on a non-game day.

3. Scheduling: Home Games. ARENA will provide to TEAM available dates for the next Lease Year's hockey season on or about the preceding December 15 each year of this Lease, such dates to be chosen in ARENA's sole discretion, provided that ARENA must provide for the TEAM at least fifty percent (50%) of the weekend dates (which, for purposes of this paragraph, include Friday, Saturday and Sunday) each month during each hockey season plus four (4) additional weekend dates during the course of each hockey season (each notice a "Game Date Notice"). By January 31 following ARENA's Game Day Notice, TEAM will select from the dates provided by the Game Date Notice sixty (60) preferred TEAM dates and provide ARENA written notice of such preferred TEAM dates (each a "TEAM Preferred Date Notice"). Upon receipt of a timely TEAM Preferred Date Notice, ARENA will tentatively reserve those dates in the ARENA event calendar. On or before April 1 of each year, ARENA, at its sole discretion, may from time to time reclaim any of the dates that have been tentatively reserved upon which another event is confirmed and shall provide TEAM an alternative substitute date for the reclaimed dates, provided that if the ARENA reclaims a weekend date, ARENA must offer, but subject to availability, an alternative weekend date. Upon April 1 of each year, the tentatively reserved dates shall become "final" and, after April 1 of each year, ARENA may not reclaim reserved dates without the prior written consent of TEAM.

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ARENA acknowledges that TEAM may request a change in the foregoing requirements as to scheduling of home games if dictated by ~~East Coast Hockey League ("ECHL")~~ requirements applicable to TEAM, and ARENA agrees to consider reasonable requests for modifications of schedules and/or deadlines that are provided a sufficient time in advance.

In the event that TEAM shall be involved in ECHL playoff games, ARENA will provide a list of available dates to TEAM upon request and ARENA may reclaim any of such dates from time to time prior to receiving a written playoff date confirmation as to a date. Provided, however, COUNTY will work collaboratively with TEAM and ECHL to ensure that TEAM can host all ECHL playoff home games in the facility.

It is acknowledged that TEAM and ARENA shall endeavor to work cooperatively on all scheduling efforts giving attention to schedules that are beneficial to booking the Facility to third parties as well as TEAM game and practice time.

At ARENA's sole discretion, TEAM may be upon request permitted to play pre-season exhibition games on dates and at times solely determined by ARENA, and subject to mutually agreeable charges and fees.

TEAM covenants and agrees as follows: (i) for each ECHL hockey season during the Term of this Lease, subject to the Facility being made available to TEAM in good operating condition, TEAM shall play all regular season home games and, subject to scheduling, all playoff home games in the Facility. The current number of ECHL regular season home games is thirty-six (36) and TEAM shall give prompt notice to ARENA of any change in the number of games required by the ECHL. The parties acknowledge that the requirement to play all home regular season and, subject to scheduling, home playoff games, subject to the exceptions set forth herein, is a material TEAM

obligation. Notwithstanding the foregoing, if for any reason (including if due to damage by fire, flood or any other force majeure conditions), the ARENA is not able to provide the Facility to TEAM in the same operating condition as it is on the date of this Lease, reasonable wear and tear excepted, TEAM may in its discretion play such game at another location without payment to ARENA of any per-game rent and charges specifically attributable to such game(s) not played at the Facility.

4. Term of Lease Use. The initial term of this Lease (the "Initial Term") shall be for a period commencing on July 1, ~~2025~~²⁰¹⁸ (the "Commencement Date"), and, if not terminated earlier or extended in accordance with its terms, expiring and terminating thirty (30) days after the last game (including playoff game) played in the Facility in the ~~2029/2030~~^{2020/2021} ECHL hockey season (the "Termination Date"). An additional Lease year, through 2030/2031, may be added to the Term upon mutual agreement from both the TEAM and ARENA. The term "Lease Year" as used in this Lease shall mean for the first Lease Year, the period beginning with the Commencement Date and ending ~~on June 30, 2026~~^{at the end of the last game (including playoff games) played in the Facility of the first ECHL hockey season that begins after the Commencement Date}; thereafter, the Lease Years shall mean the period beginning with the day after the end of the previous Lease Year, ~~July 1st of that Lease Year,~~^{and ending at the end of the last game (including playoff games) played in the Facility of the ECHL hockey season that begins after the beginning of the applicable Lease Year, June 30th of the following year. Provided, however, that the final Lease Year shall end thirty (30) days after the last game (including playoff game) played in the Facility of the applicable Lease Year. It is acknowledged that the foregoing determination of Lease Years is based on the current typical ECHL season, which runs from October to April, with playoffs and finals ending at the latest in mid-June. In no event shall the Termination Date of this Lease be a date after July 15 of the applicable Lease Year, regardless of and notwithstanding the foregoing.}

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During the Term, TEAM's rights to use of the Premises are limited to the times and periods as determined by the provisions and processes set forth in this Lease. ARENA shall have the ice installed prior to the first official home game. Ice will be removed within forty-eight (48) hours after the last official ECHL game.

Arena non-hockey event dates, TEAM shall clear all TEAM related items from any non-TEAM locker room, any hallway, meeting room and any other area needed for the non-hockey event.

At all times, TEAM shall limit their use of areas outside those expressly shown in Exhibit "A".

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TEAM shall use the Premises solely for the purpose of (i) icing a professional hockey team for ECHL hockey games played pursuant to its ECHL franchise agreement, League rules, regulations and requirements during the pre- and regular ECHL season (and any playoffs and finals that TEAM qualifies for) (ii) for entertainment and promotional activities directly related the hockey games and permitted hereunder and otherwise in full compliance with this Lease, and (iii) for practice time for TEAM and the visiting team as permitted hereunder, and TEAM training camp, and no other use or purpose whatsoever. TEAM shall during the entire Term hereof continuously and without interruption (other than is permitted hereunder for force majeure) conduct the said business. TEAM will not use or permit or suffer the use of the Premises for any other business or purpose whatsoever,

without the prior written consent of ARENA, which may be withheld in ARENA's sole discretion. Nothing in this Section shall be deemed to be a license or right to use of or to interfere with any ARENA Commercial Rights.

ARENA shall have no obligation to provide utilities, services or equipment other than the utilities, services and equipment within the Premises as of the Commencement Date, which the ARENA is obligated to provide to the TEAM throughout the Term as necessary to allow TEAM to enjoy the full rights and benefits afforded to it hereunder. The TEAM shall be solely responsible for any additional utilities, services or equipment required or requested by TEAM, provided that any installations or improvements shall be in compliance with this Lease and subject to the written consent of ARENA. TEAM shall use commercially reasonable efforts to conserve resources and energy in its consumption of utilities and services in the use of the Premises.

Except as expressly provided herein as to ECHL-required safety improvements, it is acknowledged and agreed that notwithstanding any current or future requirements, regulations or other impositions or rules that affect or bind TEAM (including without limitation ECHL requirements, regulations, rules or recommendations), ARENA shall not have any obligation whatsoever pursuant to this Lease or otherwise to provide or pay for any service, installation, feature, fixture, personnel or other item required, recommended or dictated by any such requirement, regulations or other impositions or rules, unless otherwise provided for herein. Notwithstanding the foregoing sentence, ARENA agrees to pay for or, as the case may be, reimburse TEAM for any Safety-Related Improvements actually made to the Facility and properly completed, limited to ten thousand dollars (\$10,000) during any Lease Year. Unless ARENA shall agree in writing otherwise, it shall be TEAM's responsibility to abide by or install any Safety-Related Improvements or related requirements. There shall be no carry forward or carryover of any unused portion of this obligation from year to year. "Safety-Related Improvements" are those improvements which meet each of the following:

- (i) required by or imposed on the TEAM by the ECHL,
- (ii) that are made to the interior of the Facility or its fixtures,
- (iii) that are designed or intended to improve or enhance the physical safety of patrons, players, workers, of other parties present in the Facility, and
- (iv) that have been approved by ARENA pursuant to Section 13 hereof. The cost in excess of \$10,000 per Lease Year of such Safety-Related Improvements, if any, shall be borne by the TEAM. Safety-Related Improvements shall be conducted within the Lease Year falling either during or immediately after the date of the requirement or imposition by the ECHL, whichever is most practicable, the intent being that TEAM will use good faith, reasonable efforts to complete such Improvements as soon as practicable such that the expenses shall be incurred in as few Lease Years as possible. ARENA shall in no event have any obligation or responsibility for claims, damages or liabilities arising out of or related to any failures or defects in Safety-Related Improvements as installed by Team.

4.A. **TEAM Renewal Rights.** ~~Following the Initial Term, TEAM and ARENA shall mutually agree to renew the Lease for one (1) additional year (2030/2031 season), have the right, in its sole~~

discretion, to renew this Lease as follows: (i) for an additional term of seven (7) years, through and including the 2027-2028 Lease Year, by providing written notice of such renewal no later than October 31, 203020, (the "First Renewal"); and, (ii) following the First Renewal, on a year-to-year basis, for up to an additional five (5) Lease Years, through and including the 20322033 Lease Year, by providing written notice of such renewal for each Lease Year season no later than October 31 of the then current Lease Year. The Initial Term plus any exercised renewals as provided in the preceding sentence, is referred to herein as the "Term". TEAM's unexercised rights to extend shall cease and terminate automatically in the event timely notice of extension is not provided.

5. Rental.

~~Base rent.~~ In addition to other amounts due from TEAM, TEAM covenants and agrees to pay as flat rate base rent during the Term a per-regular-season and per-playoff home-game rental of Five Thousand Eight Hundred~~Four Thousand Seven Hundred Fifty Dollars (\$4,750.00)(\$5,800.00)~~. Effective automatically upon the first day of the second Lease Year and for each Lease Year thereafter, base rent shall be increased over the previous year's base rent by an amount equal to the percentage increase, if any, in the Consumer Price Index for All items in Boston Brockton Nashua, All Urban Consumers, (198284=100)("CPI-U"), as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index, over the previous twelve (12) month period (i.e., the difference, if any, expressed as a percentage, between the value of the CPI-U published most recently prior to the commence-

~~ment of the preceding Lease Year and the value of the CPI-U published most recently prior to the commencement of the Lease Year for which the CPI-U adjustment will apply.~~

(a) TEAM shall pay as Additional Rent a \$1.00 rebate per paid ticket for any paid tickets sold to ECHL regular season games played by the TEAM in the Facility in excess of one hundred and eight thousand (108,000) ("Paid Attendance Threshold") per Lease Year, provided the TEAM plays at least 36 regular season home ECHL games in the Facility in such Lease Year. If for any reason TEAM plays less than 36 games ECHL regular season games in the Facility in any Lease Year, the Paid Attendance Threshold shall be pro-rated by multiplying it by a fraction, the numerator of which is the actual number of regular season home ECHL games in the Facility in such Lease Year and the denominator of which is 36. The rebate described in this paragraph shall not apply for and pre- or post-season games, and attendance at any such pre- and post-season games shall not count towards the Paid Attendance Threshold.

(b) TEAM shall provide ARENA with fiftyeighty (580) complimentary home game hockey tickets, which shall include ten (10) Club Seat tickets, ten (10) local charitable organizations, twenty-six (26) for ARENA promotional or informational purposes, ten (10) for ARENA purposes and (4) designated season tickets, together at no cost to Cumberland County in Sections D, E, V and W between row 6 and 12, per game without charge whatsoever. Sixty (60) of the complimentary tickets shall be for promotional and informational purposes, ten (10) for CENTER use and at least ten (10) for local charitable groups. Such tickets shall not be resold.

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(c) The parties shall hold a settlement for each home game by 12:00 noon within ten (10) business days following each such home game, or on such other schedule as ARENA and TEAM mutually agree. Base rent due from TEAM for and attributable to each TEAM hockey game shall be payable at each settlement, and said rental payments shall be processed by the ARENA as part of the settlement process for such home game by withholding of the total amount of all base rent and other charges due from TEAM from the box office receipts and other amounts owed to TEAM as of such settlement. If box office receipts are inadequate for any game, payment of rental balances will be made by TEAM on the same settlement date. The TEAM's percentage of Concessions shall be paid by the 15th of the following month for those games that receipts have been fully processed. The Additional Rent described in Section 5(b) above shall be due within fourteen (14) days of the end of each Lease Year, or if the Paid Attendance Threshold is reached prior to the end of the applicable Lease Year, such payments shall be made as part of the settlement process described above in this subsection (c).

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~~(e) All amounts due from TEAM hereunder and not expressly designated as "rent" or "base rent" shall be considered "Additional Rent" and the term "Rent" when used herein shall be deemed to mean any amounts designated as "rent" or "base rent." All Rent and Additional Rent payments provided for herein shall be due at the time stipulated and shall be due and payable in full without off set, set off, recoupment or deduction of any kind.~~

6. Expenses: Direct and Indirect.

- (a) ARENA's Base Personnel Charges. ARENA shall use, hire and deploy, at no cost to TEAM, for every TEAM game scheduled at the Facility the personnel and services necessary to adequately support the playing of hockey games at the Facility ~~and in numbers that are normally and customarily provided for other events at the Facility with similar attendance.~~

~~CENTER~~ARENA expressly reserves all rights to modify the number of personnel and establish personnel levels, provided that it shall at all times meet the requirements of the projected attendance in the immediately preceding paragraph.

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- ~~(b)~~ Direct Expenses of TEAM. For each hockey game, TEAM shall engage and pay directly for the following services and personnel, including, but not limited to. goal-judges, timer, referees, linesmen, public address announcer and such other game officials as are required by ECHL rules, agreements or otherwise.

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- 7.7. Box Office. All non-premium ticket sales except those involving non-premium full season, half season, group and flex products, shall be wholly controlled and under the jurisdiction of the ARENA'S box office. TEAM shall control its sale of non-premium full season, half season, group and flex products. ARENA shall control the sale of all Suite and Loge licenses, packages, tickets and rights, subject to the provisions of section 9 below. TEAM will communicate those ticket products and prices of the products, to ARENA management, annually, on a schedule agreed to between TEAM and ARENA. TEAM and ARENA shall work cooperatively on the sale of Club licenses, packages, tickets and rights. Nothing in this Section 7 shall be deemed to affect or modify

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ARENA's sole and exclusive rights to market and sell any ARENA Commercial Rights, including without limitation Suites, Loges and Club seats, except that TEAM may also market and sell Club seats cooperatively with ARENA. TEAM will pay all "credit card charges" (i.e., charges imposed on or that are a cost to ARENA related to any service that provides customers the ability to purchase tickets using credit or debit or similar arrangements, whether provided by card, debit or credit, PIN number, on-line, or otherwise, that are attributable to TEAM game hockey ticket sales made through the CENTER box office or via any ticketing purchase service, in person, on-line or otherwise, provided by CENTER), to the extent such charges relate to the base ticket price, and any portion of any ticket surcharge actually paid to TEAM. ~~CENTER~~ARENA shall pay all credit card charges to the extent such charges relate to any "lift" or upcharge on a premium seat ticket above the base ticket price, and on any portion of any ticket surcharge that is retained by the ARENA.

Subject to the agreement of the parties as to prices for certain hockey tickets set and determined elsewhere in this Lease, TEAM ticket prices for the public will be set by and under the exclusive control of the TEAM and may be changed by the TEAM at any time in the TEAM's sole discretion.

8. Advertising, commercial rights: Reservation of rights: TEAM Ad Space.

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(a) ARENA Control. TEAM acknowledges and agrees that in renting space in the Facility, its rights are limited and that ARENA reserves the right to control the management and operation of the Facility in all respects; and that the ARENA ~~Compliance Manager, Board of Trustees, his/her/they~~ agents, and including management of the Facility may enter the same, and all of the Premises, at any time and on any occasion, provided that the ARENA does not unreasonably interfere with or unreasonably disturb the TEAM's rights hereunder. ARENA expressly and additionally reserves the right to control all operations of the Facility, including without limitation the right to eject any objectionable person or persons from the Facility at any time and to otherwise promulgate rules and regulations as to the control, safety and security of the Facility, and its operations and systems and use of same by all parties, including ticket holders, tenants, invitees and other users or contractors within the Facility.

(b) ARENA Commercial Rights. In furtherance of the above, and in order to fulfill its responsibilities to the public and to facilitate the image, accessibility and atmosphere of the Facility for all events, operations and programs that take place therein, subject to subsection (c) below, ARENA retains exclusive and absolute control of and rights and title to all commercial rights, advertising rights, naming rights, sub-naming rights, signage, tables, kiosks, displays, advertising space, video and media boards and screens, scoreboard, and the like and all and every commercial opportunity and right located in, upon, or wheresoever else located and otherwise related to the Facility and the ARENA's business and purposes (all such rights, the "ARENA Commercial Rights"). The content and suitability of all advertising and/or promotional materials ~~or media in, on or about, or related to the Facility (including without limit TEAM Ad Spaces)~~ shall be in the sole discretion and control of ~~CENTER~~ARENA. ~~CENTER may from time to time promulgate policies, rules and~~

~~regulations and standards as to content, suitability, location and other matters relating to advertising, which policies, rules and regulations shall be binding upon TEAM and any and all of TEAM's advertisers, promoters, sponsors and the like, provided that CENTER acknowledges that TEAM is required to comply with all ECHL rules and requirements for presenting ECHL hockey games and related activities.~~

(c) TEAM Licensed rights. During the Term of this Lease, TEAM is hereby licensed the opportunity and rights, subject to the conditions set out in this Lease, as follows:

a. TEAM's licensed advertising opportunities are on the following spaces:

1. On/under-ice signage (other than ARENA ice areas described below);
2. Dasher boards (both sides of dasher boards) and protective glass surfaces; provided that in order to protect and facilitate attendee sightlines and visibility, the location of media on protective glass is subject to ARENA's approval, which shall not be unreasonably delayed or withheld;
3. One (1) ice-resurfacing machine;
4. Team benches (home team and visiting team);
5. Penalty boxes;
6. Day of Game temporary banners, tables and branding
7. Video board and LED advertising/sponsorships during games subject to the following limitations: TEAM shall have the right to 45% of the total time available on such resources (ARENA retaining 55% thereof); intermission time however, will be equally divided between ARENA and TEAM, and that calculation will be included in determining the 55/45% allocation) (all such areas, "TEAM Ad Spaces").
8. Two Ice Level Party Decks, Chick Filet Lounge, Blue Line & High Five Tunnel.
9. TEAM has the ability to advertise on up to three concourse tv's per game.

- b. TEAM shall also have the right to place only its TEAM logo ~~(but no advertising, other party's name, logo, symbol or other form of advertisement or promotion shall be permitted therein or incorporated into the TEAM logo used in this location)~~ in the ARENA ice circle. TEAM Ad Spaces and rights do not include the four-foot wide area around the entire outside of the ARENA ice circle (i.e., a doughnut-shaped area, whose ARENA is the regulation-sized ARENA-ice circle), which outside ARENA-ice circle is expressly reserved to ARENA and excepted from this license. TEAM's ARENA ice logo shall be sized and configured in such manner as to permit ARENA's use of the outside of the ARENA ice circle for its purposes.
- c. TEAM shall also have the right to (i) sell game-related sponsorships, and (ii) "tabling" in location(s) and in number(s) designated by ARENA from time to time for the purpose of promotion or information related to charitable causes or

entities or TEAM-specific sales or promotions, or for advertising other party's services or products.

- d. TEAM's license and rights do not include any rights, implied or otherwise, to access, cover, decorate, occupy or otherwise use any other Facility space or opportunities, or any ARENA Commercial Rights other than what is specifically licensed hereunder. TEAM's day of game ads, banners and other materials shall be removed by TEAM promptly after each game, unless ARENA permits them to remain.
- e. TEAM shall be responsible for the production, maintenance in good order and condition and replacement of any advertising or promotional materials or media installed or permitted by TEAM pursuant to this license, and all risks and costs related thereto.
- f. All TEAM contracts or agreements for advertising of any kind (each a "TEAM Ad Contract") shall expressly reference and be subject to the Lease, and all rules, regulations and standards from time to time promulgated by ARENA related to advertising. No TEAM Ad Contract or TEAM agreement relating to advertising or promotion of any kind shall extend beyond the term of this Lease and any such contract, to the extent it is intended to be effective beyond such term, shall not be effective and shall be null and void.
- g. All sales of advertising space, advertising and advertisements or promotions (including the location thereof) in any TEAM Ad Spaces by TEAM and the size and configuration of the TEAM logo in the ARENA ice circle must be approved in writing by ARENA's general manager prior to the sale and/or execution of any advertising contract or agreement and, in the case of the ARENA ice circle, prior to installation, such approval not to be unreasonably withheld, delayed or conditioned. ARENA has entered into a Facility naming rights arrangement with Cross Insurance. All marketing and promotional advertisements and related media of TEAM which reference the Facility shall include the full name and designation of the Facility, including any naming rights partner name, logo and/or other designation as required by ARENA. TEAM shall be subject to any restrictions and requirements of such current or, subject to the remainder of this paragraph, any future naming rights arrangements in the sale and production of any TEAM Ad Spaces or other Commercial Rights. Subject to the remainder of this paragraph, the foregoing shall apply to any future such arrangements (including without limitation the extensions or renewals of the current arrangements). Notwithstanding the foregoing, it is acknowledged that TEAM may enter into agreements related to TEAM Ad Spaces and sponsorships that may include, as to TEAM Ad Spaces or other TEAM-controlled opportunities set out in this Lease, exclusivity related to TEAM advertisers or sponsors and/or their products or services and TEAM may continue to honor such exclusivities notwithstanding ARENA entering into any conflicting naming rights or other sponsorship agreement; provided, however, no such TEAM agreements may violate any ARENA Facility naming rights agreement in effect at the time TEAM enters into such TEAM agreements, and TEAM shall not and does not have any authority or right to bind ARENA or the Facility to any such exclusives

or other agreements or granted rights in TEAM agreements. TEAM agrees from time to time upon the request of ARENA to negotiate with ARENA or its agents the sale, pricing and terms of TEAM Ad Space content and exclusivity for ARENA or its naming rights partner(s). Nothing in this foregoing sentence is intended to require TEAM to agree to any proposed terms, or affect or change TEAM's obligations as to the availability and pricing of and for TEAM Ad Space inventory set out in subsection (d) below.

- h. In the event there is present in, on or about the Facility any advertising or promotional materials or media that is in violation of this Lease, ARENA's rules, regulations or standards and/or which is installed by TEAM and/or pursuant to any sale of advertising and/or advertising agreement or contract that was entered into in violation of the requirements of this Section, then in addition to and not in lieu of any other rights and remedies possessed by ARENA under the Lease or at law or equity, ARENA shall notify TEAM and, if TEAM has not resolved such matter within five (5) business days to ARENA's reasonable satisfaction, ARENA reserves the right at its sole option to remove, disable or cover any such violating advertising media at the expense and risk of TEAM. In addition, TEAM acknowledges and agrees that ARENA reserves the right to temporarily cover or disable Team Ad Spaces or advertising media for the duration of any Facility event or user requiring same (e.g., the Celtics, NCAA and other users).
- i. ARENA shall not exercise ARENA Commercial Rights to display, on the over-ARENA-ice video board, materials that violate current ECHL regulations specifically related to disruption of game play (e.g., those controlling noise, lights, etc. during game play) or ECHL "decency" standards (e.g., those standards restricting or prohibiting offensive language or content) during TEAM home games.
- j. TEAM retains 100% of the proceeds from the sale or licensing of TEAM Ad Space and from the game-related sponsorships and tabling described in Section 8(c)c above.

- (d) ARENA purchase and resale. Subject to availability, TEAM hereby makes available to ARENA any or all of the TEAM Ad Spaces for purchase by ARENA for resale or assignment as part of the benefits granted to ARENA's "naming rights" partner. Upon such inventory becoming available, ARENA shall have first rights to purchase such inventory for the ARENA's naming rights partner, and TEAM shall not be permitted to sell or contract to sell such inventory to any other party until it has first offered in writing any of such inventory that is available for sale to ARENA as soon as it is available. ARENA shall notify TEAM as to whether it wishes to purchase all or some of the items from TEAM for the ARENA's naming rights partner, and shall thereafter have a ten (10) -day window, on the first ten (10) days of each subsequent Lease Year, to notify TEAM whether it wishes to purchase all or some of such items for such purpose for such Lease Year. The purchase price of such items per Lease Year for ARENA's naming rights partner shall be at the then current rate card rates of TEAM, without discount or upcharge.

ARENA may also from time to time purchase from TEAM non-premium tickets on a full-season basis at the then-prevailing rate for full-season ticket purchasers or any other discounted multiple-game packages at the then-prevailing rate for any such package, in each case subject to availability, and TEAM agrees to make tickets available on that basis and at such prices.

(e) Radio, Television and Broadcast Rights. TEAM has the exclusive right and license to distribute, transmit, exhibit, advertise, duplicate, promote, perform, live stream, broadcast, and otherwise exploit (the "Distribution") the produce of audio and video of the hockey team (the "Broadcast") and, accordingly shall be entitled to all ~~radio, television and new media~~ revenues related to the TEAM's hockey team. ARENA acknowledges that TEAM is permitted under this Lease to Broadcast and Distribution all games over the radio, television and/or new media. TEAM shall be solely responsible for all expenses, costs, fees, personnel and installations related to any such broadcasts and exercise of such rights. Nothing in this Section 8 shall be deemed to affect or modify ARENA's sole and exclusive rights to market and sell any ARENA Commercial Rights or to transfer or license by implication any such ARENA Commercial Rights.

(e) TEAM has an obligation to refer to the arena as the Cross Insurance Arena as its title sponsor on all video, audio and promotional materials.

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(f) Merchandise, Novelties & Program Revenues. TEAM shall have the right to prepare a printed program for each game at its own cost and expense with the understanding that all advertising revenue generated by said program, or from other printed matter such as yearbooks, shall belong to the TEAM. It is further understood, that all sales of merchandise and novelties (jerseys, shirts, hats, pennants, banners, hockey sticks, programs, other hockey publications, etc.) in the ARENA will be sold by people paid by and working on behalf of TEAM, and TEAM shall retain all revenues from said sales. ARENA will provide TEAM with four (4) temporary locations to be determined by ARENA (but specifically including the space designated as the "team store" for the prior AHL tenant) for selling TEAM merchandise at no cost to TEAM. TEAM shall be responsible at its sole cost and expense for removal of merchandise and temporary sales apparatus after each game. Nothing herein shall be deemed to permit TEAM to sell, contract to sell or provide to any party any of the ARENA Commercial Rights without the prior written permission of ARENA.

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Decorations. There shall be no decorations or media by TEAM in any part of the Facility of any name, nature or description without the specific written approval of the ARENA, which approval, if granted, may contain conditions and limitations as to location, duration, and other aspects of visibility and content.

9. Team Revenue Shares. ARENA recognizing the potential increased value of certain income streams created or enhanced by a successful and healthy prime sports tenant, agrees to share with TEAM certain revenue and income streams related to the operations of the Facility and sale by ARENA of

certain ARENA Commercial Rights as is set out more specifically in this Section 9 (the "TEAM Revenue Share").

The TEAM Revenue Share shall be paid and applied (e.g., by credit against amounts owing from TEAM to ARENA) at the times set out in this Section 9 provided, however, that TEAM revenue Share shall no longer be due or owing to TEAM with respect to any period following the date this Lease is terminated due to TEAM default.

The parties acknowledge that the TEAM Revenue Share will vary depending on a number of factors that are out of the control of ARENA and TEAM. No specific gross amount of TEAM Revenue Share has been promised or guaranteed by ARENA or TEAM, and TEAM shall be responsible to assure that its operations and planning take account of the variable and unpredictable nature of the TEAM Revenue Share amounts. TEAM agrees to cooperate with ARENA in efforts to maximize the underlying income streams and sources of the TEAM Revenue Share amount.

The TEAM Revenue Share for each Lease Year shall be an amount equal to the total of the following shares of income and revenue streams actually paid to and irrevocably received by ARENA or TEAM during or attributable to the applicable Lease Year, subject to normal and customary adjustments, including refunds:

1. One hundred percent (100%) of the proceeds from the sale of tickets in the nonpremium areas (i.e., Facility seats located in areas other than Suites, Loges or Club seat areas).
2. One hundred percent (100%) of the base ticket revenue portion (excluding any surcharge amounts) for TEAM hockey games from all tickets in Platform Suites AA and GG, two (2) Ice Level Party Decks and Chick Filet Lounge Suites, Club Seats and Loges, actually sold (ARENA retains 100% of the licensing revenue (i.e., any "lift" over and above the ticket face value) and complete control over sales of all Suites and Loges, ~~and shall work cooperatively with TEAM on sales of Clubs, and tickets related thereto~~). It is acknowledged that ARENA is not obligated to sell any such Suite or Loge, Club Seat packages inclusive of TEAM tickets.
 - a. ARENA will provide proceeds of 72 Suite tickets x \$20.00 per regularly season game to TEAM. There are approximately 96 tickets attributable to Facility Suite locations; If ARENA requests additional Suite tickets, ARENA agrees to pay to TEAM the \$20.00 per ticket per game.
 - b. ~~There are approximately 300 (300 minus complimentary tickets for CENTER and complimentary tickets for TEAM) tickets attributable to Facility Club Seat locations;~~
 - c. ~~There are approximately 24 tickets attributable to Loge Seat locations;~~
 - d. b. Payment and adjustment for any amounts owed TEAM for ticket revenues actually received by ARENA pursuant to and as calculated in accordance with this subparagraph 2. shall be made on a game-by-game basis as part of the game settlement procedures set forth in Section 5(d).

~~e-c.~~ In the event that ARENA sells any Suite, ~~Club Seat or Loge~~ package or license without inclusion of TEAM hockey game tickets, ARENA shall then make available to TEAM at least thirty (30) days before the opening home TEAM hockey game of each hockey season during the Term the right to sell on a single-season basis (with no right of renewal) the applicable season's season tickets for the seats attributable to that particular Suite, ~~Club Seat or Loge~~ package or license for which TEAM hockey game tickets were not included. ARENA shall not charge TEAM any other fees for sale and use of unsold Suites pursuant to this section. Each package or license agreement for such Suite, ~~Club Seat or Loge~~ sold without hockey tickets shall disclose that such seats may be sold to and occupied by the ticket purchasers and thus shall not be occupied on TEAM game nights by the holder of such package or license agreement.

3. Fifty percent (50%) of the net revenues for Above-ice Advertising inside the Facility, excluding sales of sub-naming rights (i.e., sales of license rights or similar rights (and the related fees and payments) attributable to the naming, labeling or branding of a particular Facility geographical location or area that is not part of any Facility naming rights (such rights, "Sub-naming Rights")) and excluding sales of naming rights and all related components and revenues. "Above-ice Advertising" shall mean only all Facility fixed and static signage above the dasher boards (including, notwithstanding the foregoing, such fixed and static signage that advertises or promotes a party who is also a licensee or owner of Sub-naming Rights). The calculation of net revenues shall be made by ARENA management, subject to subparagraph 7 below, and shall take account of commissions, expenses properly attributable to such revenues and other appropriate items directly related to such sales. In the case that Above-ice Advertising that is intended to be shared with TEAM as set forth in this Lease is sold as part of a "package" or is included in a sale that includes other commercial rights and if such package or sale terms do not include an express specific allocation of a portion of the total price to the Above-ice Advertising that is intended to be shared with TEAM as set forth in this Lease, then such allocation shall be made by ARENA management using a consistent methodology and taking account of the rate card for such items and industry customs. Periodically on mutually agreed upon dates, but in no event less frequent than monthly, payment and adjustment for any amounts owed TEAM for its share of the net revenues for Above-ice Advertising actually received by ARENA pursuant to and as calculated in accordance with this subparagraph 2. shall be made pursuant to game settlement procedures set forth in Section 5(d).

4. TEAM is entitled to 100% of the revenue from its forty-five percent (45%) of the time on in-Game videoboard and LED resources as set out above, and to the extent such amount is received by ARENA, TEAM's revenue shall be part of the TEAM Revenue Share. The TEAM shall control all videoboard and LED advertising during games, subject to ARENA's rights to its 55% share of time as set out above. TEAM shall permit the ARENA two (2) public address messages per period.

5. A \$1.00 facility fee will be imposed by the ARENA on all tickets sold either through the ARENA's Box Office or the TEAMS Secondary Box Office. Starting in 2025/2026, the ARENA's \$2.00 ticket surcharge from the 2024/2025 season shall revert to and benefit the TEAM. The \$2.00 ticket surcharge has already been built into the TEAM's ticket price. The ARENA has no responsibility to TEAM for any reimbursement for the ticket surcharge. In the event there is a ticket surcharge

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~~imposed by CENTER, \$1.00 per ticket for tickets sold for TEAM home hockey games at the Facility and for which the surcharge was actually received by CENTER. Nothing in this Lease obligates CENTER to impose a ticket surcharge. It is acknowledged and agreed that if a ticket surcharge is imposed by the CENTER, it may be in the CENTER's sole discretion imposed on all tickets by whomever sold or provided, including without limitation tickets sold or provided by TEAM. The CENTER shall not, without the prior written approval of TEAM, impose any surcharge on tickets in excess of \$2.00 per ticket. The ticket surcharge policy if adopted by CENTER shall automatically become a term of this Lease without further action by either party. No ticket surcharge shall be assessed on complimentary tickets. Payment and adjustment ~~for~~ for any amounts owed TEAM for ticket surcharges pursuant to and as calculated in accordance with this subparagraph 5. , including amounts of surcharge collectable by TEAM for sales of tickets by TEAM, shall be made on a game-by-game basis as part of the game settlement procedures set forth in Section 5(d). There shall be no other additional fees of any kind added to any TEAM ticket.~~

6. ~~Fifty-seven~~ Fifty-seven percent (50.7%) of the net revenues of food and beverage sales in the Facility (including all revenues attributable to the sale of alcoholic beverages) for TEAM home hockey games only. Revenue from the sale of alcoholic beverages are included in the foregoing calculation so long as the Liquor Laws (as defined below) permit such sharing with TEAM. "Liquor Laws" shall mean Maine statutes, regulations or rules, and/or related local ordinances, rules or regulations that govern the sale of alcoholic beverages and licensure of sellers and servers thereof and/or the owners, operators and managers of facilities or establishments where such sales take place (including all persons or entities having a financial interest in such facilities or establishments or in the operations conducted therein). TEAM agrees that it shall cooperate with ARENA in all efforts to comply with the Liquor Laws and any licensure application process related thereto, but in no event shall TEAM be required to hold a liquor license in its own name or otherwise become a party to a liquor license. If at any time the ARENA in good faith determines or is notified by the applicable governmental authority that Liquor Laws restrict or prevent TEAM from receiving the foregoing share of revenue from the sale of alcohol, then ARENA will notify TEAM of any such notice or determination it receives or makes immediately and ~~with no further action by either party the obligation to make the payments required hereunder insofar as they are attributable to sales of alcoholic beverages shall cease and terminate the parties agree to negotiate in good faith to offset the loss of revenue to TEAM. In such case TEAM's fifty-seven (57%) share of net revenues of food and beverage sales (including alcohol sales) shall increase to a sixty-five percent (65%) share of food and beverage sales, but shall exclude alcohol sales. If required by Liquor Laws, the parties shall cooperate to ensure that any payments in violation of the Liquor Laws are refunded, returned or reimbursed to CENTER (provided that the TEAM is "made whole" for such lost revenue by a retroactive increase in TEAM's share of food and non-alcoholic beverage sales)~~

~~and that all steps shall be taken to assure compliance with the Liquor Laws.~~ "Net revenues of food and beverage sales" shall mean gross revenue from food and beverage sales less only expenses, taxes and credit card fees, all to the extent directly related to such sales. Expenses shall take account of cost of goods, commissions, labor and overhead costs and other expenses directly and properly attributable to such revenues and other appropriate items. Payment and adjustment for any amounts owed TEAM for its share of the net revenues for food and beverage sales in the Facility for TEAM home hockey games actually received by ARENA pursuant to and as calculated in accordance with

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this subparagraph 5. shall be made no ~~later than the 15th of the following month less than two (2) times per month (on or about the 15th and 30th day of each month)~~ during any Lease Year pursuant to game settlement procedures set forth in Section 5(d).

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~~7. With respect to all revenue, cost and expense calculations and settlement procedures made or performed by CENTER under any section or provision of this Lease, TEAM shall be entitled, during normal business hours upon reasonable notice to CENTER, to review all such calculations and procedures with appropriate CENTER personnel.~~

Notwithstanding anything to the contrary contained herein, Revenue from any current or future pouring rights arrangements or contracts of ~~ARENA~~CENTER and related inventory (including without limitation fixed and static signage that is part of such arrangements or contracts) are excluded from the TEAM Revenue Share payments.

10. Remedies: Default, Stipulated Damages, Notice of Termination.

- (a) TEAM's Default. TEAM shall be in default hereunder in any of the following events: A. if TEAM shall fail to pay any Rent, Additional Rent or other charge required to be paid by TEAM under this Lease when due and payable and such default continues for a period of twenty (20) days after written notice of default; or B. if TEAM shall default in the performance of any of the other material covenants, obligations and agreements of this Lease, and such default shall not have been remedied within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice of ARENA to TEAM specifying such default and requiring it to be remedied, but not to exceed ninety (90) days, provided further, however, that any unsafe, unsanitary or emergency condition caused by TEAM shall be remedied as soon as reasonably practical; or C. ~~or~~ if, for any reason other than due to (i) a force majeure or (ii) the Facility not being made available to TEAM in good operating condition, or (iii) a strike or lockout, TEAM shall fail to ice a hockey team in accordance with ECHL rules for two consecutive home games; or D. any involuntary petition in bankruptcy shall be filed against TEAM under any federal or state bankruptcy or insolvency act and shall not be dismissed within ninety (90) days from the filing thereof, or if a receiver shall be appointed for substantially all of the property of TEAM by any court and such permanent receiver shall not be dismissed within ninety (90) days from the date of his appointment, or if TEAM shall make an assignment for the benefit of creditors.
- (b) If TEAM becomes in default as defined above, ARENA may terminate this Lease by written notice to TEAM, and termination shall be effective upon such written notice. In the event of any such termination, TEAM shall surrender the Premises on the date of such termination, and TEAM shall remain liable as herein provided.
- (c) In the event of termination, ARENA may re-enter the Premises using such force as may reasonably be required without being liable for prosecution or damages on

account of such re-entry, and may possess and repossess the Premises by summary proceedings, ejectment or otherwise.

- (d) The receipt of rent or other monies by ARENA from TEAM with knowledge of any breach or default on the part of TEAM shall not be deemed a waiver of such default. The receipt of rent or other monies by ARENA from TEAM after termination of this Lease as provided herein shall not be deemed to reinstate, continue, or extend the terms of this Lease or to affect any notice previously provided TEAM or to operate as a waiver of ARENA's right to recover possession of the Premises. In no event shall either party be liable or responsible for any consequential, incidental, punitive or special damage (including without limitation lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party.
- (e) Upon any termination of this Agreement for default of TEAM, TEAM covenants and agrees, notwithstanding any entry or re-entry by ARENA, whether by summary proceedings, termination, or otherwise, to immediately pay and be liable to ARENA for liquidated damages of One Hundred Thousand Dollars (\$100,000.00), as the same is increased (but never decreased) on a cumulative basis each year by an amount equal to the percentage increase, if any, in the CPI-U, over the previous twelve (12) month period (i.e., the difference, if any, expressed as a percentage, between the value of the CPI-U published most recently prior to the commencement of the preceding Lease Year and the value of the CPI-U published most recently prior to the commencement of the Lease Year for which the CPI-U adjustment will apply, provided that the increase shall not exceed three percent (3%) in any one year ("Liquidated Damages") it being agreed between the parties hereto that the actual losses and damages to ARENA in the event of such breach are impractical to ascertain and the foregoing amount is a reasonable estimate thereof. Nothing herein shall be deemed to release or limit any liability of TEAM under any indemnity and/or hold harmless provisions herein relating to an underlying third-party claim, or from any claims for physical damage or harm to the Facility caused by TEAM or related to TEAM's use of the Facility to the extent covered by insurance maintained by TEAM. The parties acknowledge that the Liquidated Damages has been agreed upon, after negotiation, is a substitute and replacement for rent and Additional Rent and other income losses that are not subject to easy estimation and is a reasonable compensation to ARENA under these circumstances and as ARENA's sole and exclusive remedy against TEAM for such losses in the event of a default. Upon payment of the Liquidated Damages to ARENA, ARENA shall automatically be considered to waive any claim for any other losses (including lost profits) as a result of a default by TEAM. The parties acknowledge that the payment of such Liquidated Damages is not intended as a forfeiture or penalty, but is intended to constitute

liquidated damages to ARENA. Such Liquidated Damages do not include and shall not limit TEAM's liability for any and all reasonable attorney's fees incurred by ARENA related to the payment or collection of the Liquidated Damages.

- (f) ARENA's Default. ARENA shall be in default hereunder in any of the following events: A. if ARENA shall fail to pay any monies or other charges required to be paid by ARENA under this Lease when due and payable and such default continues for a period of twenty (20) days after written notice of default; or B. if ARENA shall default in the performance of any of the other material covenants, obligations and agreements of this Lease, including without limitation to provide the Facility in the condition required by this Lease at section 13, and such default shall not have been remedied within thirty (30) days or such additional time as is reasonably required to correct any such default after written notice of TEAM to ARENA specifying such default and requiring it to be remedied, but not to exceed ninety (90) days, provided further, however, that any unsafe, unsanitary or emergency condition caused by ARENA shall be remedied as soon as reasonably practical; or C. any involuntary petition in bankruptcy shall be filed against ARENA under any federal or state bankruptcy or insolvency act and shall not be dismissed within ninety (90) days from the filing thereof, or if a receiver shall be appointed for substantially all of the property of ARENA by any court and such permanent receiver shall not be dismissed within ninety (90) days from the date of his appointment, or if ARENA shall make an assignment for the benefit of creditors.

If ARENA becomes in default as defined above, TEAM may terminate this Lease by written notice to ARENA, and termination shall be effective upon such written notice. TEAM may also terminate this Lease as specifically provided in Section 13 below.

- (g) Subject to Section 10(e) above, (i) the rights and remedies given to ARENA and TEAM in this Lease are distinct, separate, and cumulative remedies, (ii) the existence of these remedies shall not be deemed to be in exclusion of any other remedies provided at law or in equity, (iii) exercise of any one such remedy shall not be deemed a waiver of such other remedies as may be available, and (iv) in the event of a default by either party hereunder the party the non-defaulting party shall be entitled to recover from the defaulting party all reasonable attorney's fees and costs incurred by the non-defaulting party as a result of the other party's default.

11. Damage to Premises. If the Premises or the Facility shall be damaged or destroyed in whole or in part at any time during the Term by fire or other casualty so that more than five percent (5%) of the replacement value of the Facility (exclusive of foundations) in its condition just prior to the occurrence of the damage or destruction, is damaged or destroyed, which damage affects ARENA's ability to provide hockey facilities in the condition described in Section 13 below, TEAM may, at its option, cancel the Lease, provided that if ARENA notifies TEAM in writing within ninety (90) days of such damage occurring that ARENA intends to repair the damage in full, and takes prudent

steps to do so without undue delay until such repair is complete, then the Lease shall continue in all respects, subject to the succeeding sentences and provided that TEAM may elect to play games at another location, without payment of Rent, Additional Rent, or any other amounts to ARENA hereunder for such period. In the event ARENA elects to repair or restore such damage pursuant to the preceding sentence, ARENA shall do so such that hockey facilities in the condition described in Section 13 below are made available to TEAM within two hundred seventy (270) days of the date of such damage occurring. If either ARENA does not timely notify TEAM of its decision to restore or repair, or if it has timely provided such notice but then does not repair or restore as aforesaid before such 270-day period is ended, then TEAM may in either case terminate this Lease by written notice to ARENA, which notice shall take effect thirty (30) days from ARENA's receipt thereof. If the damage as previously mentioned is less than five percent (5%), the ARENA shall endeavor to restore the Premises but only to the extent of available insurance proceeds, but in any case, ARENA shall restore the Premises to the extent necessary to provide hockey facilities to TEAM in the condition described in Section 13 below. For any period in which the ARENA is not available to TEAM due to damage, a just and proportionate abatement of Rent and Additional Rent shall be made until the Premises shall have been put in proper condition for use and occupation. There is no obligation on ARENA to restore or rebuild if damage as previously mentioned exceeds five percent (5%). Any and all restoration and rebuilding efforts shall always be limited to available insurance proceeds.

12. Indemnity and Public Liability Insurance. The provisions of these subsections 12(a), 12(b) and 12(c) are subject to the limitations and qualifications provided in Section 21(c) hereof.

(a) Indemnity. (i) To the fullest extent permitted by law, TEAM agrees to indemnify, defend with counsel reasonably acceptable to ARENA and save harmless the ARENA from and against all claims of whatever nature arising from any act, omission or negligence of the TEAM, or the TEAM's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law including, without limitation, any law, regulation, or ordinance concerning trash, hazardous materials, or other pollutant occurring from and after the date that possession of the Premises is delivered to TEAM and until the end of the Term hereof in or about TEAM's Premises, or arising from any accident, injury or damage occurring outside of the Premises but within or about the Facility, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of TEAM or the TEAM's contractors, licensees, agents, servants, or employees. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including without limitation reasonable attorney's fees. Notwithstanding the provisions of this Section, TEAM shall not be required to indemnify or save harmless the ARENA from any accident, injury, violation, liability or damage whatsoever to the extent caused, in whole or in part, by the negligence or willful misconduct of the ARENA or its employees, contractors or agents of the same.

(a) Insurance. TEAM shall obtain, at its own cost and expense, commercial general liability insurance in the name of TEAM that names the ARENA as an additional insured, and which insures against all acts, omissions, and negligence of the TEAM. Such insurance shall be

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written on an occurrence basis with a Five Million Dollar (\$5,000,000.00) combined single limit for bodily injury, property damage, and personal injury. TEAM shall cause such insurance to be written on a primary and not contributory basis. TEAM shall ensure, by endorsement to its policy or otherwise, that its commercial general liability insurance policy provide coverage to ARENA to the fullest extent of the TEAM's defense and indemnification obligations under the Agreement identified in Section 12(a) hereof.

~~(e)~~(b) TEAM shall also obtain, at its own cost and expense, property insurance in the name of the TEAM which insures against damage to and loss of the TEAM's contents and improvements of the Premises made by the TEAM under a standard Maine all risk perils form, or its equivalent, and shall waive subrogation against ARENA. Each such policy shall be written by a reputable and financially sound, duly licensed, and admitted insurance company with an A+ financial rating. TEAM shall provide ARENA with certificates for such insurance at or prior to the commencement of the term.

~~(d)~~(c) Own Risk. TEAM agrees to use and occupy the Premises as it is herein given the right to use at its own risk; ARENA shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of TEAM. TEAM agrees that ARENA shall not be responsible or liable to TEAM, or to those claiming by, through or under TEAM, for any loss or damage that may be occasioned by or through the acts or omissions of persons present in the Facility, the Premises or any part of the Premises, or otherwise, or for any loss or damage resulting to TEAM or those claiming by, through or under TEAM, or its or their property, from the bursting, stopping or leaking of water, gas, sprinkler, sewer or steam pipes or similar apparatus or installations.

13. Maintenance Alterations. TEAM acknowledges by entry thereupon that the Premises are in good and satisfactory order, repair and condition, and covenants during the Term and further time as TEAM holds any part of the Premises to keep the Premises (including without limitation doors serving the Premises) clean and neat in appearance and in as good order, repair and condition as the same are in at the commencement of the Term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear and damage caused by other parties only excepted. TEAM shall be responsible for regular trash removal and janitorial services related to the Premises and its and its invitees' use thereof.

TEAM shall not make any alterations or additions, or permit the making of any holes in any part of the Premises or Facility, or paint or place any signs, banners, awnings, aerials or flagpoles or the like anywhere in the Facility, or except as expressly consented to in writing by ARENA, which consent shall not be unreasonably withheld or delayed, but which may be in the case of Safety-Related Improvements or other permanent or structural modifications reasonably conditioned on among other things approval of plans and specifications and on the reasonable requirements of Facility engineers or other personnel in charge of the Facility. Except as expressly permitted under this Lease, TEAM shall not permit anyone except TEAM to use any part of the Premises or Facility for any purposes without on each occasion obtaining prior written consent of ARENA. TEAM shall not suffer or permit any lien of any nature or description to be placed against the Facility, the Premises or any portion thereof, and in the case of any such lien attaching to immediately pay and remove the

same, or otherwise contest such lien in good faith; this provision shall not be interpreted as meaning that TEAM has any authority or power to permit any lien of any nature or description to attach or to be placed upon ARENA's title or interest in the Facility or any portion thereof.

ARENA shall have a continuing obligation throughout the Term to maintain the Facility and its facilities and equipment in at least the same operating condition as it is in on the date of this Lease, subject to reasonable wear and tear, and at all times in accordance with applicable laws including applicable building and safety codes. These obligations are, however, expressly limited to the extent that such actions require formal authorization from appropriate and applicable authorities, bodies or decision-making boards or committees within the ARENA or within Cumberland County and are limited by the extent such obligations are so funded or supported, provided that in the event ARENA fails to maintain the Facility and its facilities in the operating condition described in the first sentence of this paragraph, and such failure continues for sixty (60) days following written notice of such failure to ARENA, TEAM shall have the limited right and remedy to elect to terminate this Agreement, without liability for any continuing rental or performance obligations hereunder, effective upon written notice to ARENA at any time prior to cure of such failure by ARENA. ARENA will be responsible for repairing any damage to the hockey-related structures and equipment (e.g., dashers, glass, goals, safety nets) to the extent necessary due to normal wear and tear. The obligations of ARENA in this paragraph do not extend to the locker room appliances or TEAM-owned equipment.

14. Intermission. In order to facilitate attendee convenience and concessions sales, TEAM agrees, subject to ECHL rules to the contrary, that hockey games will be played with intermission between periods of no less than eighteen (18) minutes each and that of each eighteen (18) minute intermission, no more than seven (7) minutes shall be devoted to entertainment, with the balance of eleven (11) (or more) minutes to be without entertainment on the ice.
15. Specific Covenants by the TEAM. As part of its obligations hereunder, and in addition to TEAM's other obligations, agreements and covenants contained herein, TEAM covenants and warrants with the ARENA that:
 - (a) TEAM shall assure that all property, installations and debris owned by or caused by TEAM or TEAM's invitees shall be clear from all spaces inside and outside the Facility before and after games, and that all portions of the Premises that TEAM has limited rights to use shall be, in addition to the foregoing, vacated by TEAM and any TEAM invitees or agents during all times that TEAM is not permitted to use such portions of the Premises.
 - (b) TEAM will (i) at all times during the Term provide a professional hockey team which holds an ECHL franchise in good standing; and (ii) at all times during the Term ice a full team for all regularly scheduled games. TEAM agrees upon ARENA's request from time to time to provide satisfactory evidence of TEAM's compliance with this Section.
 - (c) TEAM and ARENA acknowledge the potential value and mutual benefit of the TEAM's affiliation with a National Hockey League team, and as such TEAM shall endeavor to, as and when appropriate in TEAM's judgement, maintain such an affiliation throughout the Term of this Lease; provided, however, ARENA acknowledged that TEAM shall not be

required to be affiliated at any time and TEAM may, in its discretion, at any time remain unaffiliated.

- (d) TEAM agrees to conform to the following provisions during the Term: (i) TEAM shall not injure or deface the Premises or Facility; (ii) No inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the Facility; (iii) TEAM shall not permit the use of the Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance; and (iv) TEAM shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TEAM, the Premises and/or TEAM's use and all reasonable rules and security regulations now or hereafter made by ARENA. TEAM agrees to keep the Premises equipped with all safety appliances or installations, and/or accommodations in TEAM's use thereof required by law or any public authority as a result of TEAM's use or occupancy of the Premises or Team's alterations or additions thereto, which installations shall be subject to ARENA's consent as provided in this Lease.
- (e) TEAM shall be responsible at its sole cost and expense to fulfill all requirements and mandates of the ECHL and/or affiliation agreements and/or franchise agreements, except as specifically provided in Section 4 of this Lease.
- (f) TEAM will maintain year-round office staff in Portland to serve the public, to sell season tickets, and to act as the informational ARENA for the TEAM.
- (g) TEAM's hockey team/franchise will be the only professional hockey team/franchise commonly owned, controlled or affiliated with the TEAM within a fifty (50) mile radius of Portland.
- (h) TEAM shall be responsible at its sole cost and expense to fulfill and perform all music and media licensure and use requirements (e.g., ASCAP) related to its use or broadcast of music and other media in the Facility.

16. Assignment and subletting. TEAM's rights under this Lease are expressly not assignable nor is any sublease or license of rights related to the Premises permitted without the specific written consent of ARENA, which may be withheld in its sole discretion. For purposes of this Lease, the sale of a controlling interest in the stock or membership or partnership interest of a legal entity constituting TEAM shall constitute an assignment of the Lease. As to any request for ARENA's consent to an assignment or subletting, TEAM shall provide to ARENA's Board or controlling body the identity of the prospective assignee or subtenant, including the identity of individual owners of non-public entity owners and such other information as may be reasonably requested by ARENA. Any assignment, sublease or license made in contravention of this provision shall be null and void and of no effect. Notwithstanding the foregoing, in the event of a potential sale of the TEAM's franchise rights in the ECHL, TEAM shall be permitted to assign this LEASE to the buyer of such rights upon the written consent of ARENA, which shall not be unreasonably withheld, conditioned or delayed. Any approved assignee or subtenant shall agree in writing to be bound by the terms of this Lease

and satisfactory evidence of such agreement shall be provided to ARENA promptly after the transaction transferring the Lease to the approved assignee or subtenant.

17. Covenant to Surrender. On the last day of the Term, or on the sooner termination thereof, TEAM shall at the expiration or other termination of this Lease peaceably yield up the Premises and all additions, alterations, fixtures (including those installed by TEAM), and improvements thereto in the condition received at the commencement of the Term, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the Premises, repairing all damage caused by such removal, and leaving the Premises clean and tenantable. If TEAM leaves any of its goods and chattels at the Premises, ARENA shall notify TEAM and if TEAM fails to remove such good and chattels within ten (10) days of its receipt of such notice, TEAM shall have no further claims and rights in such goods and chattels as against ARENA, and TEAM shall be deemed to have conveyed such items to ARENA unless ARENA elects to reject acceptance of the same. If the Premises are not surrendered at the end of the Term, TEAM shall indemnify ARENA against loss, damage, claims or liability resulting from or related to the delay by the TEAM in so surrendering the Premises including without limitation any claims made by any succeeding tenant or occupant related to such delay or ARENA's inability to deliver the Premises or any portion thereof. If TEAM fails to vacate the Premises at the termination of this Lease following written notice to vacate from ARENA, then the terms of this Lease shall be applicable during said holdover period, except for base rent, which shall be increased to a per-day rent of \$500.00; but this provision shall not be interpreted as consent or permission by ARENA for TEAM to hold over at the termination of this Lease and the terms of this holdover provision shall not preclude ARENA from evicting TEAM and/or recovering any other damages which it incurs as a result of TEAM's failure to vacate the Premises at the termination of this Lease.
- ~~18. —~~ Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid. If given to the TEAM, that same shall be mailed to the TEAM at 94 Free Street, Portland, Maine 04101 Attn: Chief Executive Officer ~~3601 S. Broad Street, Philadelphia, Pennsylvania 19148, Attn: President, with a copy to Comcast Spectacor, 3601 S. Broad Street, Philadelphia, PA 19148, Attn: General Counsel,~~ or to such other person or at such other address as TEAM may hereafter designate by notice to the ARENA. If given to the ARENA, the same shall be mailed to the ARENA at Cumberland County Government, Attn: County Manager, at 27 Northport Drive, Portland, Maine 04103, with a copy sent to the Cross Insurance Arena, at One Civic Center Plaza, Portland, Maine 04101, c/o General Manager, ~~or to such other person or at such other address as CENTER may hereafter designate by notice to TEAM, with copies of CENTER's notice to Leonard~~
- ~~— M. Nelson, Esq. and Jaimie P. Schwartz, Bernstein, Shur, Sawyer & Nelson, 100 Middle Street, Portland, Maine 04101.~~
19. Force Majeure. Neither ARENA nor TEAM shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency, flood, fire, Act of God, or for any other cause beyond its reasonable control, but financial inability shall never be

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deemed to be a cause beyond a party's reasonable control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

20. Americans with Disabilities Act (ADA) and State accessibility Laws. Concerning the ADA and Maine state accessibility laws, and regulations thereunder, any accessibility requirements related to TEAM's alterations or modifications of the Premises and Facility that are not installed as part of the Facility as of the date of this Lease are the TEAM's sole responsibility, as are also non-structural accessibility requirements related to TEAM's use of the Premises, including without limitation costs and expenses of interpreters. Any structural requirement shall be the responsibility of ARENA.

21. Miscellaneous.

- (a) Recording; Waiver; Amendment; When Binding; Etc. ARENA and TEAM agree that this Lease shall not be recorded but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by TEAM does not constitute a reservation of or option for the Premises or an offer to lease the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both ARENA and TEAM. Employees or agents of ARENA have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. No provision of this Lease may be modified or altered except by agreement in writing between ARENA and TEAM duly executed and delivered, and no act or omission of any employee or agent of ARENA shall alter, change, or modify any of the provisions hereof. Time is of the essence of this Lease. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease. The parties (including any Guarantors) acknowledge and agree that all negotiations, considerations, representations and understandings of the parties concerning the subject matters of this Lease are incorporated herein and that there are no other terms, arrangements or considerations, oral or written, regarding any of the subject matters of this Lease which are not contained herein. The parties acknowledge that failure on the part of ARENA or TEAM to complain of any action or non-action on the part of the other, no matter how long the same may continue or have continued, shall never be deemed to be a waiver by such party of any of its rights under this Lease. Further, no course of dealing or waiver at any time of any of the provisions hereof by either party shall be construed as a continuing waiver or modification of any of the provisions of the Lease.
- (b) Authority. ARENA and TEAM each covenant to the other that (i) each has the power and capacity to execute this Lease; (ii) that the execution and delivery of this Lease and any documents associated therewith have been duly authorized by appropriate entity actions; (iii) the person or persons executing this Lease is/are the duly authorized officer or agent therefor;

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and (iv) this Lease, upon such execution and delivery, shall constitute its valid and binding obligation, enforceable according to its terms. This Lease shall be binding upon and enforceable against the successors and assigns of each of TEAM and ARENA.

- (c) Immunity. Notwithstanding anything to the contrary in this Lease, nothing herein shall be considered to expand or create liability on the part of ARENA to any person for claims from which ARENA is released, exempted and/or protected by Maine Law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended. Any and all obligations and/or exposure of the ARENA under any indemnification obligations or insurance requirements contained herein, and any damages or payments related thereto, are subject to the foregoing limitations, and are further subject to, limited by, and shall not exceed the legal limits of its liability.
- (d) No Partnership. It is further understood and agreed that ARENA shall in no event be construed or held to be a partner, joint venture or business associate of TEAM in the conduct of the TEAM's or ARENA's business, nor shall ARENA be liable for any debts incurred by TEAM in the conduct of the TEAM's business; and it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.
- (e) Subordination. This Lease automatically shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, that is now or at any time hereafter a lien or liens on the Facility and property of which the Premises are a part and TEAM shall, within ten (10) days after they are requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage. TEAM agrees to sign within ten (10) days after they are requested, such estoppel certificates as are requested by ARENA.
- (f) NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, TEAM AND ARENA, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TEAM and/or ARENA MAY HAVE TO A TRIAL BY JURY IN ANY FORCIBLE ENTRY AND DETAINER ("FED") ACTION OR PROCEEDING BROUGHT BY ARENA BASED UPON OR RELATED TO THE PROVISIONS OF THIS LEASE. ARENA AND TEAM HEREBY AGREE THAT ANY SUCH FED ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUDGE OF THE APPROPRIATE DISTRICT COURT OR A SINGLE JUDGE OF THE APPROPRIATE SUPERIOR COURT, OR A FEDERAL DISTRICT COURT JUDGE SITTING IN THE DISTRICT OF MAINE.
- (g) It is acknowledged that a material part of the consideration for this Lease is the guaranty of ~~Dexter Paine Comeast-Spectaeor, LLC~~ in the form attached hereto ~~as Exhibit B~~ (the "Guaranty"). This Lease shall not be effective unless and until the guarantor thereunder executes and delivers the Guaranty.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

Jean-Marie Caterina
District One

Thomas Tyler
District Two

Stephen F. Gorden, Chair
District Three

Patricia Smith
District Four

James F. Cloutier
District Five

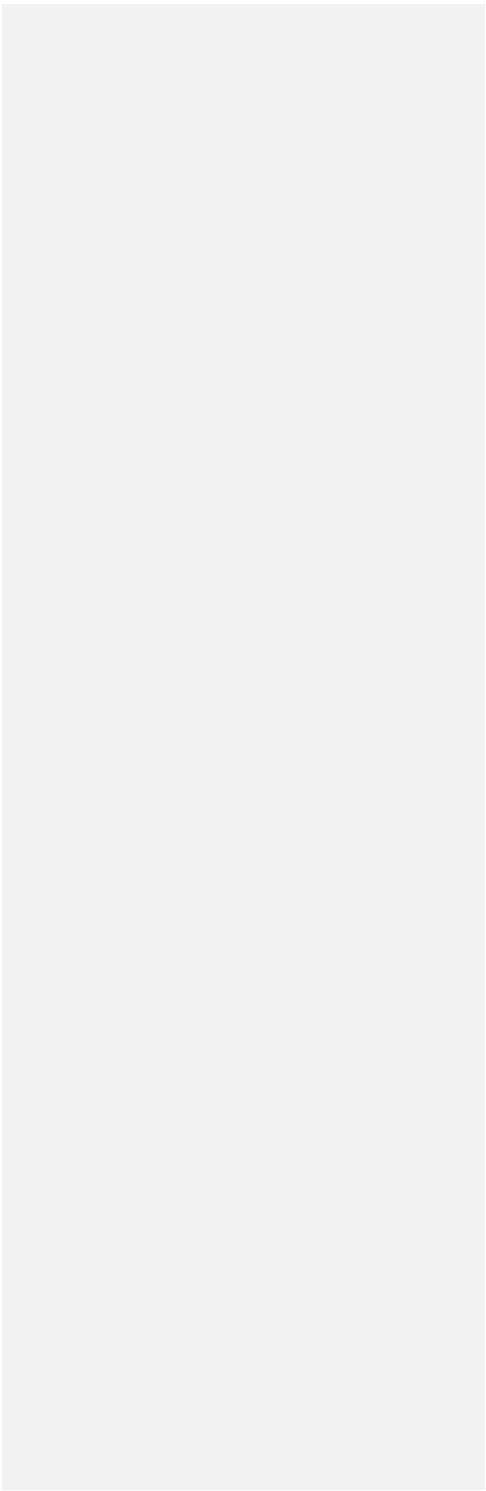
SIGNED AND DELIVERED IN THE PRESENCE OF:

WITNESS: **POWERPLAY, LLC (TEAM)**

Name:

Name:

Its:



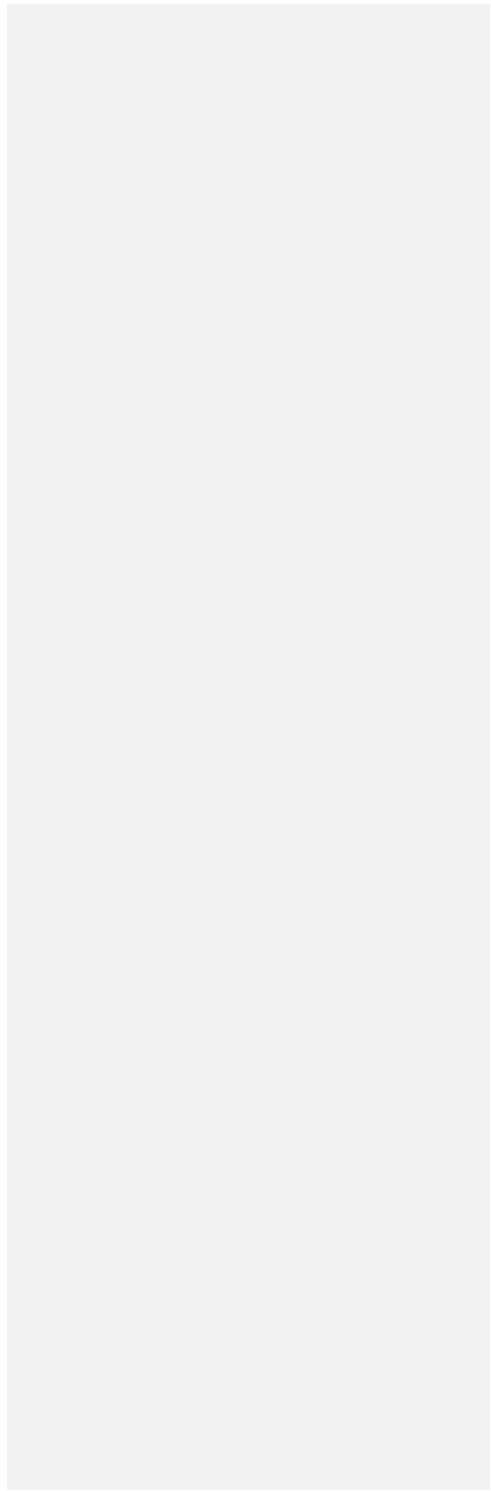


EXHIBIT A
TO ARENA ECHL LEASE

Depiction (by highlighting) of the home team locker room and ancillary facilities
portions of the Premises (following page)

EXHIBIT B
TO ARENA/ECHL LEASE GUARANTY

GUARANTY AGREEMENT

This Guaranty Agreement (the "Guaranty") is executed this day of _____, 2025 by Dexter Paine, an individual, of _____ ("Guarantor"). ~~Comeast-Spectacor, LLC ("Guarantor"), a Delaware/Pennsylvania limited partnership.~~

WHEREAS, ~~Powerplay/Orlando Hockey~~, LLC, a Delaware limited partnership ("Team"), has entered into a Hockey Lease Agreement dated the date hereof (the "Agreement") with the Cross Insurance Arena (a/k/a Cumberland County ~~Cross Insurance~~ ARENA) ("ARENA"), for the purpose of playing East Coast Hockey League games and related activities in the Cross Insurance Arena.

WHEREAS, the ARENA desires, and Guarantor agrees, for Guarantor to guarantee all obligations of Team under the Agreement.

NOW, THEREFORE, as an inducement to ARENA for entering into the Agreement, Guarantor hereby agrees as follows:

1. Guaranty. Guarantor hereby guarantees to ARENA and its successors and permitted assigns the full and punctual payment when due of all sums due and owing or to become due and owing by Team existing or to become existing under or arising related to the Agreement, but remaining subject to any liquidated damages provided thereunder, including any extensions, renewals and rearrangement thereof, amendments and modifications thereto, and substitutions therefor, after exhaustion of all cure periods under the Agreement ("Guaranteed Obligations").

2. Term. This Guaranty shall remain and continue in full force and effect as to any renewal, change or modification (including changes to rental or payment obligations), extension or assignment of the Agreement and/or new lease entered into between ARENA and Team, whether or not Guarantor shall have received any notice of or consented to such renewal, change, modification, extension or new lease, and shall include and extend to any holdover period and/or any other Team obligations that continue after the Agreement's termination. The liability of Guarantor under this Guaranty shall be primary, and in any right of action which shall accrue to ARENA under the Agreement, ARENA may proceed against Guarantor and Team jointly or severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against Team. The obligations of Guarantor as to the Guaranteed Obligations shall terminate only when all Guaranteed Obligations have been irrevocably satisfied in full or until all such Guaranteed Obligations (including any obligations that survive termination or expiration of the Agreement) are irrevocably terminated or expire pursuant to the provisions of

the Agreement, whichever occurs later, whereupon this Guaranty shall terminate and Guarantor shall have no further liability hereunder. This Guaranty is binding upon and enforceable against Guarantor and the successors and assigns of Guarantor in accordance with the terms hereof.

3. **Waiver of Certain Defenses.** Guarantor agrees that neither bankruptcy, insolvency, other disability, cessation of existence or dissolution of Team, shall in any manner impair, affect, or release the liability of Guarantor hereunder, and Guarantor shall be and remain fully liable hereunder in accordance with the terms hereof. Guarantor understands and acknowledges that by virtue of this Guaranty, Guarantor has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding with respect to Team. Guarantor hereby acknowledges and agrees that the Guaranteed Obligations shall not be reduced by the amount of any funds which ARENA is required to return to Team (or the legal estates thereof) pursuant to a bankruptcy or reorganization case or proceeding with respect to Team. Guarantor (a) to the fullest extent permitted by applicable law, waives notice of acceptance of this Guaranty; and (b) waives presentment, demand, notice of dishonor, protest and notice of protest; and (c) (1) any right to subrogation or indemnification, and any other right to payment from or reimbursement by Team, in connection with or as a consequence of any payment made by Guarantor hereunder (2) any right to enforce any right or remedy which Guarantor has or may hereafter have against Team, and (3) any benefit of, and any right to participate in, (i) any collateral now or hereafter held by Team or (ii) any payment to ARENA, by, or collection by ARENA from Team. Without limiting Guarantor's own defenses and rights hereunder, the Guarantor reserves to itself, all defenses, rights, set-offs, and counterclaims to which Team is or may be entitled arising from or out of the Agreement except as provided in this paragraph 3.

4. **Place of Performance; Attorneys' Fees.** All payments to be made and obligations to be performed hereunder shall be payable or performable where and as required under the Agreement. The prevailing party in any litigation or other similar proceeding relating hereto, including without limitation any enforcement action by suit or through bankruptcy, any judicial proceedings or otherwise, shall be entitled to recover the reasonable attorneys' fees and costs incurred by the prevailing party in such action.

5. **Applicable Law.** This Guaranty shall be governed by and construed in accordance with the laws of the United States of America and the State of Maine, and is intended to be performed in accordance with and as permitted by such laws. Venue for any dispute arising hereunder shall lie exclusively with the federal and state courts having jurisdiction over such matters in Portland, Maine. Wherever possible each provision of this Guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Guaranty or application thereof shall be prohibited by or be invalid under such law, such provision or application as the case may be shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or other applications or the remaining provisions of this Guaranty.

6. ARENA's Assigns. This Guaranty is intended for and shall inure to the benefit of ARENA and its successors and assigns pursuant to the Agreement. There shall be no third-party beneficiaries of this Guaranty.

7. Subrogation. Notwithstanding anything to the contrary contained herein, upon the irrevocable payment and satisfaction of all Guaranteed Obligations or the irrevocable termination of this Guaranty, Guarantor shall be subrogated to rights of ARENA against Team, and ARENA agrees to take at Guarantor's sole expense such reasonable steps as Guarantor may reasonably request to implement such subrogation.

8. Guarantor's Representations, Warranties and Covenants. Guarantor hereby represents and warrants to, and covenants with, ARENA that:

~~(i) Organization. Guarantor is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. Guarantor has all requisite power and authority to enter into this Guaranty.~~

~~(ii)~~(i) Authorization, No Violation. The execution, delivery and performance by Guarantor of this Guaranty has been duly authorized by all necessary action and approved by all necessary persons and will not violate the charter documents of Guarantor or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which Guarantor is a party or by which Guarantor or its material assets may be bound or affected.

~~(iii)~~(ii) Litigation. No suit is pending or, to the knowledge of Guarantor, threatened against Guarantor which could have a material adverse effect upon Guarantor's performance under this Guaranty. There are no outstanding judgments, orders or judicial decrees against Guarantor which would have a material adverse effect upon its assets, properties, franchises, or Guarantor's performance under this Guaranty.

~~(iv)~~(iii) No Conflicts. This Guaranty is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which Guarantor is a party or is otherwise subject.

9. Notices. Any notice or demand to Guarantor in connection herewith may be given and shall conclusively be deemed to have been given and received three (3) business days after deposit thereof in writing, in the U.S. Mails, postage pre-paid, return receipt requested, and addressed to Guarantor at the address of Guarantor beside Guarantor's signature below or at such other address as Guarantor shall have furnished to ARENA in writing.

10. Multiple Counterparts. This Guaranty may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

11. Modifications. This Guaranty (including, without limitation, this Section ~~114~~) may not be modified except by a writing signed by a duly authorized officer of Guarantor and the ARENA.

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GUARANTOR: Dexter Paine

Dexter Paine

NOTICE ADDRESS FOR GUARANTOR:

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Cumberland County

27 Northport Dr
Portland, ME 04103

Position Paper

File #: 25-101

Agenda Date: 9/15/2025

Agenda #:

Agenda Item Request:

Adopt the County Commissioners Public Participation Policy effective immediately.

Background and Purpose of Request:

The County Commissioners expressed a desire to develop a Public Participation Plan to guide the Commissioner meetings. Staff have provided some research and created a rough draft for Commissioner consideration.

At the Commissioners Workshop on September 2nd, the Commissioners worked through and came to a consensus on the parameters of such a policy. This item is now ready to be brought forth for adoption by the Commissioners.

Effective Date if Applicable: Effective Immediately


Cumberland **County**
POSITION PAPER FOR AGENDA ITEM

TO:	Board of County Commissioners
FROM:	James H. Gailey
DATE:	September 15, 2025
SUBJECT:	Public Participation Plan

Requested Action:

Adopt the County Commissioners Public Participation Policy effective immediately.

Background & Purpose of Request:

The County Commissioners expressed a desire to develop a Public Participation Plan to guide the Commissioner meetings. Staff have provided some research and created a rough draft for Commissioner consideration.

At the Commissioners Workshop on September 2nd, the Commissioners worked through and came to a consensus on the parameters of such a policy. This item is now ready to be brought forth for adoption by the Commissioners.

Attachments:

1. Public Participation Policy per comments from Workshop
2. City/Town Survey
3. Guidance from Maine Municipal Association for Board Meetings as of July 2025

Effective: Immediately – upon the vote

County Commissioners
Public Participation Policy
September 15, 2025

Any person wishing to address the County Commissioners during a designated public comment period may do so in accordance with the following procedures:

1. Public Comment Periods; Regular Meetings

The County Commissioners may hold one or more public comment periods at regularly scheduled meetings, or as provided in this policy. Comment periods may be “general” public comment periods, at which time the public may comment on County business in general, or “specific” public comment periods, at which time the public may comment on specific items on the agenda. If a specific public comment period is designated for agenda items, no public comment related to those agenda items is allowed at a general public comment period.

A. Specific Public Comment (on Agenda Items): Individuals addressing the County Commissioners during a specific public comment period shall limit their comments to matters directly related to the agenda item(s) and shall limit their comments to three (3) minutes. Individuals shall only speak once, unless asked a question from a member of the Commissioners. No more than thirty (30) minutes shall be allocated for public comment on each individual agenda item. The County Commissioners, through a majority vote, may authorize the Chair to extend the time for specific public comment for an additional, specified period of time.

B. General Public Comment: Individuals addressing the County Commissioners during a general public comment period shall limit their comments to three (3) minutes. Individuals shall only speak once during public comment. No more than one (1) hour of the Commissioner meeting will be allocated for general public comment. The County Commissioners, through a majority vote, may authorize the Chair to extend the time for general public comment for an additional, specified period of time.

2. County Commissioner Special Meetings: County Commissioner Special Meetings are non-regular meetings held by the Commissioners to address County business that generally must be addressed prior to a regularly scheduled meeting. Only specific public comment is allowed at a Special Meeting in accordance with Section 1 above. The County Commissioners, through a majority vote, may authorize the Chair to hold a general public comment period.

3. County Commissioner Workshops: County Commissioner Workshops are non-regular meetings held by the Commissioners to discuss County business in a working session. No public comment is allowed at workshops, unless a majority of the County Commissioners vote to authorize the Chair to allow public comment. If public comment is allowed, individuals shall only speak once and for no more than three (3) minutes. The Commissioners shall define the length of the public comment period.

4. Consent Calendar Agenda Items: No public comment is allowed on items that fall on the Consent Calendar. A member of the public or a Commissioner may request an item to be removed from the Consent Calendar and placed within New Business so that a discussion can occur. By a positive vote of the Commissioners, Consent Calendar items may be moved.

5. Written Comments: Written comments may be submitted to the County Commissioners for consideration at any time, including prior to, after, or during a public comment period.

5. Decorum: Individuals attending County Commissioner meetings shall abide by the following rules of decorum:

- A. Individuals interested in speaking at a designated public comment period should state their name and municipality of residence prior to addressing the Commission.
- B. Individuals shall direct their remarks exclusively to the Chair, unless the Chair allows otherwise.
- C. Individuals will strive to be accurate in their statements and avoid making comments that are obscene, threatening, or disruptive.
- D. No individual shall speak out of turn from the audience. It is up to the Chair to recognize and invite the individual to the podium if an appropriate time to do so.
- E. Individuals, are requested not to applaud or otherwise express approval or disapproval of any statements made or action taken at such meeting outside of a designated public comment period.
- F. All statements should respect the dignity and seriousness of the proceeding.

The Chair is responsible for administering the expectations of this policy and may ask any person violating the expectations set forth in this policy to cease such action or risk being removed.

GUIDANCE ON PUBLIC COMMENT AT BOARD MEETINGS

MMA Legal Services

(updated 7/15/25)

This guidance provides recommendations for administering public comment at municipal select board and council meetings. The guidelines below apply regardless of whether members of the public attend a board meeting in-person or via a “remote” method (e.g., Zoom).

Note: Other types of municipal meetings, such as town meetings and quasi-judicial proceedings involving appeals, licensing, permitting, abatement proceedings, etc., are governed by different rules not discussed here.

Laws Governing Public Comment at Municipal Board Meetings:

Public comment periods at municipal select board and council meetings in Maine are primarily governed by three authorities:

- **Maine statute (30-A M.R.S. § 2608):**

Beginning September 24, 2025, Maine law will mandate that a “reasonable opportunity for public comment” be provided on “matters addressed by the municipal governing body at any regularly scheduled public meeting of the municipal officers” (except for select board/council subcommittee meetings). See PL 2025, c. 409. Note that the requirement does not apply to meetings of other municipal boards and committees.

The requirement to allow public comment applies only to “regularly scheduled” select board and council meetings; it will not require that public comment be allowed at special or emergency board meetings. Also, note that the public’s right to comment applies to “matters addressed” by the select board/council at the meeting (i.e., agenda items) and not to all municipal issues generally. The legislation also preserves the right of the municipal officers to adopt and enforce reasonable standards governing public comment, including time limits and conduct standards.

The municipal officers may voluntarily go beyond the minimum requirements in § 2608 to allow comment on agenda items and allow time during their meetings for public comment on additional matters, for example, on any matter relating to municipal business or any matter of public concern.

- **Maine Freedom of Access Act (1 M.R.S. §§ 400 – 414):**

Maine’s Freedom of Access Act (FOAA) entitles the public to attend and record in-person and “remote” public proceedings, including select board and council meetings. See 1 M.R.S. §§ 403, 403-B, 404. The FOAA itself does not provide the public with a

right to speak at or otherwise participate in board meetings, although 30-A M.R.S. § 2608 (discussed above) does provide a right for the public to comment at regular select board and council meetings.

When any municipal board conducting a public proceeding allows public input from those physically present at a board meeting, it must also allow an effective means of communication by “remote” attendees. 1 M.R.S. § 403-B(2)(D).

- **Constitutional First Amendment Protections:**

Generally, the protections afforded speech under the Maine and U.S. Constitutions are coextensive; they are discussed together below.

Most courts view the public comment portion of a municipal board meeting as a “limited public forum” under constitutional First Amendment jurisprudence, assuming the comment period has been limited to discussion of certain topics. *See e.g., Tyler v. City of Kingston*, 74 F.4th 57 (2nd Cir. 2023); *McBreairty v. Sch. Bd. of RSU 22*, 616 F.Supp.3d 79 (D.Me. 2022); *Steinburg v. Chesterfield Cty. Planning Comm.*, 527 F.3d 377 (4th Cir. 2008).

A limited public forum is a location or venue the government voluntarily creates to allow expressive activity for specific purposes. Although a limited public forum has been opened to the public, it is “limited to use by certain groups or dedicated solely to the discussion of certain subjects. *McBreairty v. Miller*, 2024 WL 2187436 (D.Me. May 15, 2024). In a “limited public forum,” the government may restrict speech if the restrictions (a) do not discriminate against speech on the basis of viewpoint and (b) are reasonable in light of the purpose served by the forum. *See e.g., Good News Club v. Milford Cent. Sch.*, 533 U.S. 98, (2001). Limiting the subject matter of the speech may be permissible if the limits are reasonable, are intended to preserve the purposes of that limited forum and are not an effort to suppress expression merely because public officials oppose the speaker's ideology, opinion or perspective. The municipality must be able to articulate a basis for its limits. *See e.g., Rosenberger v. Rector & Visitors of the Univ. of Va.*, 515 U.S. 819 (1995).

It is also possible for a public comment period to be considered an “open” or “designated” public forum at which members of the public might have the right to discuss any matter. This is more likely if the board has not provided subject-matter limits on public comment. In a designated or open forum, the government’s ability to limit the content of the public’s speech is more limited and restrictions on subject matter usually require a compelling justification. *See e.g., Pleasant Grove City v. Summum*, 555 U.S. 460 (2009).

Recommendations:

We suggest the following to guide public comment at select board or council meetings:

1. Adopt A Written Policy with Clear Parameters.

We recommend that public participation guidelines be adopted in a written policy clearly stating the parameters of the comment period to make clear (if desired) that the comment period is a “limited” forum for public comment on specific matters. Although an unwritten policy or custom may also limit the scope of a public comment period, a written policy formally adopted by the board provides firmer and clearer support for content limits and reduces potential misunderstandings or legal claims as to the intended scope of the public comment period.

The policy should expressly state the purposes of the public comment period and any time limits or restrictions on subject matter (e.g., whether public comment will be limited to agenda items, or to concerns relating to municipal business, etc.). Not only does a written policy provide board members and the public with helpful “rules of the road,” a written policy can also give the meeting chair a solid basis during the meeting (if necessary) to ask speakers to limit their comments or cease disruptive behavior. Clear guidelines greatly assist in successfully enforcing limits on disruptive speech and may help avoid claims that the board has opened its public comment period to discussion of any topic at all. If a policy merely specifies a time during meetings for public comment with no further limits, it may leave the board open to claims that it has created an open (“designated”) forum for expression on any content (limits on content must meet a much higher standard in such forums).

2. Establish a Schedule and Time Limits.

We recommend the board schedule public comment periods for regular meetings only, and at a time convenient for the public, for example, at the beginning of the meeting or after each agenda item. Some boards choose to provide separate times during the meeting for comment on agenda items and for comment on “non-agenda” matters of municipal concern.

It is helpful to establish reasonable time limits for each speaker (e.g., 3-5 minutes) and for the entire comment period (e.g., 20-30 minutes). If limits are established, we recommend including a process for the board to modify or extend the time limits if needed.

3. Use available tools to control “remote” technology.

Most videoconferencing platforms provide controls to assist the meeting’s host. For example, Zoom has security recommendations for its meeting platform. See: [“Preventing OnZoom Event Disruptions as a Host.”](#) These suggestions include disabling options for attendees to change their screen name during the meeting, disabling file sharing and screen sharing for public attendees to prevent “hijacking” or sharing of obscene material, turning off any chat function, muting public attendees and disabling their ability to unmute themselves until they are recognized to speak.

4. Require Recognition/Identification.

Require speakers to be recognized by the chair before speaking. “Remote” speakers should be muted until recognized. The board’s policy may require speakers to identify themselves but should not require speakers to provide home addresses. (In contrast, there is no basis in the FOAA to require those merely *attending* the meeting--whether remote or in-person -- to identify themselves.) Some boards find it helpful to ask whether commenters are municipal residents or from a particular district within the municipality, but someone who refuses to provide the information should not be prohibited from speaking.

Require all comments and questions to be directed to the chair or through the chair to others. It is also helpful for the chair to summarize participation rules for the public before each comment period.

5. Immediate Response to Comments Not Required.

Most boards use a public comment period simply as a forum to hear from constituents. Do not feel compelled to respond to comments or answer questions immediately. In fact, it is likely best not to enter a dialogue with members of the public or try to respond to complex questions or contentious comments “on the spot.” Feel free to take matters under advisement.

6. Define Limits on Speech Carefully.

As discussed above, a written policy may establish the public comment period as a limited forum and restrict comments to specific subject matter, such as agenda items. (Note that as of September 24, 2025, Maine law will require, at a minimum, that comment be allowed on agenda items at *regular* board meetings.) At its meetings, the board may prohibit public comments on topics outside the scope of the limits it has established.

As noted above, muting remote attendees until they are recognized to speak and disabling screensharing and chat functions for remote attendees are acceptable ways to prevent sharing of “off-topic” comments, material prohibited by the policy, or comments outside the appropriate time for comment.

A policy may prohibit truly obscene, threatening or overly repetitive comments. However, although a policy may request decorum and civility, the policy may not limit public comment based on the viewpoint or ideology of the speaker, even if that viewpoint is disrespectful or offensive. For example, comments that are relevant to the topic under discussion may not be prohibited merely because they are critical, vulgar, reflect opposing opinions, are discriminatory, extreme or offensive. Generally, we advise that a policy should not state that it prohibits comments that are “offensive,” “intolerant,” “rude,” “disrespectful,” “disparaging,” “embarrassing,” “abusive,” or “inappropriate,” as these terms are likely too vague, broad and subjective to meet constitutional requirements and are difficult to apply consistently.

Many boards desire to avoid discussion of personnel matters at public board meetings. (Per Maine law, complaints of employee misconduct are generally confidential. See 30-A M.R.S. § 2702). Courts have allowed boards to prohibit public comment on some personnel matters as long as the limits relate to *content* and not *viewpoint*. For example, allowing praise and positive comments but not complaints about identified employees impermissibly discriminates based on the speaker’s viewpoint or perspective. See *McBrearty v. Miller*, 2023 WL 3096787 (D. Me. Apr. 26, 2023). However, a policy prohibiting the public from discussing confidential personnel information generally or the job performance of an individual employee, whether the comments are positive or negative, is likely to survive challenge. See *McBrearty v. Miller*, 2024 WL 2187436 (D.Me. 2024); *Pollack v. Wilson*, 2022 WL 17958787 (10th Cir. Dec 27, 2022); *Fairchild v. Independent Sch. Dist.*, 597 F.3d 747 (5th Cir. 2010). A policy may also indicate that personnel matters are handled through a different, confidential process and provide information on who to contact. These issues may arise less frequently under a policy limiting public comment to agenda items, as it is unlikely that personnel matters would be included in a public agenda.

Remember that there is a distinction between an offensive or unpopular viewpoint that is offered as part of comments within the scope of the allowed subject-matter and comments that are outside allowed content limits.

7. Focus on Disruptive - Not Offensive - Behavior.

Courts have recognized that board meetings are intended to allow a board to conduct its business and that boards have a legitimate interest in conducting their meetings with relative orderliness and efficiency. Although it is permissible to request proper decorum and civility to allow the board to conduct its public business, commenters should not be muted or removed from the meeting simply for being rude or disrespectful if the comments are germane to the topic under discussion and not actually disruptive.

A policy may prohibit disruption and disorderly behavior that interferes with the orderly conduct of the meeting. For example, a policy may prohibit shouting, yelling, interrupting other speakers, stomping feet, blocking the view of others, jeering, booing or applause that disrupts the meeting. Remember, however, that activity that is distracting or offensive, but not necessarily disruptive, may require a different response. For example, persons that stand in the back of the room, or who (via “remote” access or in-person) make faces or offensive hand gestures might not actually disrupt the meeting or require removal (see par. 9 below).

In contrast, a person that simply shouts slurs or insults when they are unmuted or recognized to speak should be told to cease on the basis that the comments are outside the subject matter allowed during the public comment period (assuming this is consistent with the board’s policy). Such comments may potentially be prohibited as disruptive if, for example, they engender outbursts by others or create such a distraction that the board is unable to conduct its business effectively. Likewise, someone whose comments stray from the topic under discussion into commentary on political or social issues may be asked to refrain at that time on the basis that the comments are outside the allowed topic.

8. Apply The Policy Uniformly.

During board meetings, the board’s policy should be applied fairly and uniformly regardless of who is speaking and without distinction between members of the public attending in-person or via remote means. State/federal constitutional principles apply equally to both situations.

9. Take a Measured Enforcement Approach.

Drawing the line between protected speech and speech that may be prohibited can be extremely difficult, particularly when the speech is rude or offensive. It is helpful to

focus on (1) whether the speech is within or outside the topic allowed, (2) whether disruption is occurring, and (3) whether the speaker's viewpoint alone is the issue. In most cases, we recommend using the least extreme initial response and progressing to greater response if needed. For example, if a member of the public is violating the policy or disrupting the meeting, politely but firmly remind the person of the policy requirements and ask the person to limit their comments and/or sit down and be quiet. If they refuse, ask them to leave or mute "remote" speakers. In many cases, simply muting a remote speaker may be sufficient to end the disruption, and it will not be necessary to remove the person from the remote meeting platform. If disruption continues, ask a police officer, if available, to escort the person(s) out, or call a recess until matters are under control and/or tempers have cooled. The board may also consider adjourning the meeting to another time. Since members of the public have a right to attend a public meeting, removing someone from the meeting should be done only when necessary for orderly conduct of the meeting.

10. Develop the Board's Policy in Consultation with an Attorney.

We strongly recommend that boards work an attorney to draft a public comment policy. The legal issues surrounding public speech rights are complex. Because constitutional rights are implicated, there is potential municipal liability for infringement of those rights. Developing a policy will require a risk analysis and choice between various approaches depending on the board's objectives.

Similarly, because decisions about when and how to limit public comment – even with a written policy in place – are fact specific, and the line between offensive and disruptive speech is often nuanced, MMA strongly recommends that board chairs talk with the municipality's attorney about how best to administer the policy during public meetings.

Summary:

This is a complicated area of the law. While this guide provides some recommendations, it does not address every fact pattern or potential circumstance. We encourage members to contact MMA Legal Services to discuss their own meetings and concerns individually with our attorneys, and to develop a written policy with their municipal attorney.

Contact MMA Legal Services:

Tel. (207) 623-8428

Fax (207)624-0187

legal@memun.org

South Portland

Aside from allowing comments on all agenda item for that specific item, we have general public comment at the beginning and end of each business meeting, limited to 3 minutes per person, but no overall time limit, so it could go on for hours.

Gorham

If our Council is faced with repetitive comments from a large group, the chair reserves the right to ask who in attendance is supporting the same comments / material and limit repetitive comments. At least that has been our practice.

Cape Elizabeth

For public comment on items NOT on the agenda, Cape has added a step where after 15 min of comments, the Council has to vote to continue the open public comment period. I've never seen them vote not to extend it, and the 15 min should probably be a longer period of time, but adding a check in with Council to see if they want to keep going seems like one step you could perhaps try. I don't believe it has been legally challenged or tested here.

Citizen Opportunity for Discussion of Items Not on the Agenda

Limited to 15 minutes; 3 minutes per person. Time may be extended by majority vote of the councilors present. When recognized by the chair, the speaker shall give their name and address or local affiliation, if the affiliation is pertinent.

Cumberland

In Cumberland there is the opportunity for comments on items not on the agenda, comments are limited to 5 minutes per person, but no time limit on for how long this segment of the agenda may go.

Scarborough

See below for the portion of the Town Council Rules and Policies that governs public comment. I think you are interested in Section 202.2a General Public Comment, and as an added bonus I have also included the provision relating to "decorum". Tom

202.0: Procedures For Addressing The Council.

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

202.1: Procedure.

A Public Comment Period shall be conducted prior to the start of any Council business at each regular Town Council meeting, at which time citizens shall be given the opportunity to be heard on matters concerning Town business in general. Additional public comment shall be allowed during public hearings and on agenda items. Such public forums and/or public comment periods may be waived if no member of the public wishes to speak. Persons wishing to speak will preface their comments by giving their name and address. [Amended 10/21/2009]

202.2: Time Limit.

All such public forums, public comment periods and public hearings shall be conducted under the following guidelines:

202.2a: General Public Comment: Persons addressing the Town Council during the public comment period at the beginning of the meeting shall limit their comments to (3) three minutes. Individuals may be permitted to speak more than once at the discretion of the Chair of the Council. The first (30) thirty minutes of the Council meeting will be allocated for general public comment. If it appears that the public comment period will exceed 30 minutes, public comment may be suspended by the Chair, so the Town Council may conduct its business, in any case to occur prior to adjournment. [Amended 10/21/2009]

202.2.b.: Public Hearing Comment: Persons addressing the Town Council during a public hearing shall limit their comments to the particular agenda item and shall limit their comments to (3) three minutes. Individuals may be permitted to speak more than once at the discretion of the Chair of the Council. [Amended 04/18/2001; 10/21/2009]

202.2.c: Public Comment on Agenda Items: Following the reading of each agenda item, the Chair shall ask if any member of the public wishes to speak on that item. Persons who have previously addressed the Town Council during the public comment portion and wishes to speak on an agenda item may do so only if there is new and pertinent information to be added and limit their comments to (3) three minutes. [Amended 10/21/2009]

202.2.d: Council Member Comments: Each Council Meeting Agenda schedules an opportunity for Council Member to share personal comments that may be of community interest, at the close of each meeting. Town Council members shall limit their comments to (10) ten minutes. Individual Councilors may be permitted to speak more than once at the discretion of the Chair of the Council.

202.3: Decorum.

Persons present at Council meetings, including Elected Officials, are requested not to applaud or otherwise express approval or disapproval of any statements made or action taken at such meeting.

202.3.a: Persons addressing the Council shall direct their remarks exclusively to the Council Chair unless the Chair allows otherwise. Persons will strive to be accurate in their statements and avoid making comments that are obscene, threatening, or disruptive. All statements should respect the dignity and seriousness of the proceeding. Persons conduct themselves in a manner expected of all meeting participants. [amended 04/18/2001; 04/01/2015; 02/19/2025]

202.3.b.: It shall be at the discretion of the Council Chair to ask any persons violating the expectation outline in 202.3.a, to cease such action or risk being asked to be seated or removed. [Adopted 10/21/2009; 02/19/2025])

Portland

The city council used to put on the agenda public comment at the end of the council's agenda - ensuring that we could always get through the agenda - and indicating if there was on the agenda comment needed after a certain hour (like 10pm, etc), it would not be allowed.

That changed about 6 years ago. Now the council takes comment (3 mins per person/entity/etc) at the beginning of the meeting - at a specified time (5pm) - and the mayor can limit that time period to 45 mins total (you could do whatever amount of time you'd like) and he can also make people wait to the end of the meeting if there is too much comment for the given time period - so the council can get to its agenda-ed work.

Lastly, I would note that the council did research other restrictions (like requiring people to sign up on a list before they would be able to comment at a given meeting; limiting the time period even further (to 30 mins or less - total); and/or moving the agenda comment period back to the end of the meeting), but the council chose not make any of those changes in their rules this year.

Freeport

The Freeport Town Council Rules of Order limits public comment to 3 minutes per speaker and a total of 30 minutes for the period; however, the Town Council also has the power to expand the total time allotted by vote of the members present.

Sebago

The new public comment mandate for matters addressed by the municipal governing body at any regularly scheduled public meeting goes into effect September 24, 2025.

We intend to amend our policy to meet this standard and to also limit individual and total comment time. I will send you a copy when it is approved.

There is a great "comment section" guide provided by the Municipal Research and Services Center, if you would like a copy, please let me know.