



**WESTBROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING AGENDA
MONDAY, NOVEMBER 2, 2026 AT 6:00 PM
WESTBROOK HIGH SCHOOL (ROOM 114)
125 STROUDWATER ST.**



MEETING INFORMATION

Remote Participation Option Available. This meeting will be offered as a hybrid meeting, accommodating both in-person and remote attendance, in accordance with City Council's Remote Participation Policy. Visit <https://us02web.zoom.us/j/81700741385> to attend remotely.

Written Public Comment Submissions. In order to ensure inclusion of all written public comments into the meeting record, any submissions must be received by the City Clerk's Office no later than 10am the morning of each meeting.

Administration's Position Paper. See the attached document for an overview of the Administration's position on the items listed on this agenda.

I. LAND ACKNOWLEDGEMENT STATEMENT

The Westbrook City Council understands, honors, and acknowledges that the City of Westbrook is located on the traditional and unceded homelands and waters of the Indigenous people of the Presumpscot River. We recognize that the Wabanaki people have been displaced by the advancement of colonization, yet have belonged to this land for countless generations and thousands of years, and their presence continues in Maine to this day.

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

V. MAYOR'S MESSAGE

Greater Portland Metro's 2027 Budget & Municipal Assessment (*Presented by Glenn Fenton, Executive Director*)

VI. CITY COUNCIL MESSAGES

VII. STUDENT REPRESENTATIVE UPDATE

VIII. PUBLIC COMMENT

IX. UNFINISHED BUSINESS

X. ORDERS OF THE DAY (SECOND AND FINAL READING)

- | | |
|----------------|---|
| Order 2026-118 | Authorizing Acceptance & Expenditure of Bureau of Highway Safety Grant Funds |
| Order 2026-119 | Authorizing a Drainage Easement at 41 Brown Street |
| Order 2026-120 | Amending the Land Use Ordinance Regarding Data Centers (<i>Requires a Public Hearing on November 2, 2026</i>) |

XI. NEW BUSINESS

Business Licenses

Liquor License for Sweet Caroline's Retro Lounge (1 Westbrook Common, Suite 5) (*Requires Public Hearing on November 2, 2026*)

Resolves (One Reading Required)

Orders (One Reading Required)

- | | |
|----------------|--|
| Order 2026-121 | Authorizing Retainer Agreement for Legal Representation in Fire Apparatus Antitrust Litigation |
|----------------|--|

Orders (Two Readings Required)

- | | |
|----------------|--|
| Order 2026-122 | Authorizing Sale of 12 Water Street |
| Order 2026-123 | Approving the 2026-2029 Collective Bargaining Agreement with the Westbrook Essential Services Unit |

XII. PUBLIC COMMENT

XIII. REFERRALS

XIV. COMMITTEE REPORTS

Included below is the list of items previously referred to City Council Committees for review. These items are included on the agenda for reference only, and to allow Committee Chairs to provide status updates to the City Council.

Committee of the Whole

Board, Commission, Committee Ordinance
Code of Conduct & Job Descriptions for Elected Officials

Private Ways Ordinance

Facilities & Streets Committee

Establishment of Memorial Area

Policy on Establishing Memorial Areas

Friends of Warren Recreational Area Introductions & Updates

Haskell Street Traffic Calming

Housing & Economic Development Committee

Cannabis Dispensary Zoning Regulations

XV. EXECUTIVE SESSION

Request to enter into Executive Session pursuant to 1 M.R.S.A. Section 405-6(E) for consultation with the City Solicitor concerning the legal rights and duties of the City, inviting the following individuals to attend: City Solicitor.

XVI. ADJOURNMENT



David Morse
Westbrook Mayor
2 York Street
Westbrook, Maine 04092
Phone/Fax: 207-591-8110
Email: mayor@westbrook.me.us

MAYORS OFFICE

To: Honorable City Council
From: Angela Holmes, City Administrator
Date: October 30, 2026
Subject: Position Paper for Regular City Council Meeting on November 2, 2026

ORDERS OF THE DAY

- 2026-118 This authorizes the acceptance and expenditure of a 2027 High Visibility Enforcement grant from the Maine Bureau of Highway Safety for several traffic safety initiatives, as follows: (1) \$4,759.60 for Drug Recognition Expert and Forensic Phlebotomist training and callouts, (2) \$6,234 for NHTSA impaired driving campaigns with Drive Sober Maine and the Regional Impaired Driving Enforcement (RIDE) team, (3) \$12,468 for speed and aggressive driving enforcement, (4) \$10,390 for pedestrian/motor vehicle traffic enforcement, and (5) \$6,500 for Crash Reconstructionist training. The acceptance and expenditure of these grant funds are supported by the Administration, received first reading on October 19, 2026, and are in order for final Council action.
- 2026-119 This authorizes the City to enter into an easement agreement with the Portland Water District (PWD) to allow the City access to and across PWD property located at 41 Brown Street to complete the replacement of a failing box culvert. The culvert goes from the PWD property across Brown Street and into the Presumpscot River, and this easement will accommodate the installation and future maintenance of the new culvert. This easement is supported by the Administration, received first reading on October 19, 2026, and is in order for final Council action.
- 2026-120 This is a **PUBLIC HEARING** on an amendment to the Land Use Ordinance Section 335-1.8, *Definitions*, Section 335-2.9.1, *Data Centers* (new), and Section 335-6.12.B, *Contract Zone 12, Rock Row Contract Zone Permitted Uses*, relating to Data Centers. The City Council adopted Order 2026-66 on June 1, 2026, *Adopting a Data Center Moratorium Ordinance*. This action established a 180-day moratorium on new data center projects while referring this item to the Planning Board to study and review existing ordinance language and to provide a recommendation on whether any enhanced or limited standards should be incorporated into the Land Use Ordinance. The Planning Board held a workshop on September 1, 2026 and a Public Hearing on October 6, 2026, after which they unanimously approved a recommendation to the City Council to amend the Land Use Ordinance to (1) update the definition of Data Centers, (2) establish a new section stating that Data Centers may only be permitted

as an Accessory Use, and (3) eliminating Data Centers as a permitted use within the Rock Row Contract Zone, which is the only place that Data Centers are currently permitted within the Land Use Ordinance. Director of Planning & Code Enforcement Rebecca Spitella will be present on Monday evening to answer any questions. Notice of the public hearing was posted in City Hall and on the City's website, and was published in the Portland Press Herald on Friday, October 23, 2026. This Land Use Ordinance amendment is supported by the Administration, received first reading on October 19, 2026, and, following public hearing, is in order for final Council action.

NEW BUSINESS

Business Licenses

This is a **PUBLIC HEARING** on an application for a State Liquor License submitted by Sweet Caroline's Retro Lounge, located at 1 Westbrook Common, Suite 5 (formerly Westbrook On Tap). This new restaurant is owned by Caroline Donovan and is anticipated to open following approval of a liquor license. While the former restaurant space connected with Westbrook House of Pizza via a food delivery window between the spaces, that window will be closed and the new restaurant will operate as an independent stand-alone business. The Police Department has reviewed this application and has no objections to license issuance following the public hearing and approval by City Council. Notice of the public hearing was posted in City Hall and on the City's website, and was published in the Portland Press Herald on Friday, October 23, 2026. License issuance is supported by the Administration, and following the public hearing, is in order for final Council action.

Resolves (One Reading Required)

There are no Resolves for consideration.

Orders (One Reading Required)

2026-121 This authorizes the Mayor or designee to enter into a retainer agreement with Gustafson Gluek, PLLC of Minneapolis, MN to represent the City of Westbrook as part of the indirect purchaser class action lawsuit brought against several fire apparatus manufacturers, including REV Group, LLC, Oshkosh Corporation, Pierce Manufacturing, Inc., and Rosenbauer America, LLC, and the Fire Apparatus Manufacturers' Association. There are two pending class action lawsuits against these defendants, one filed by direct purchasers and the other filed by indirect purchasers, which includes those who purchased apparatus through a distributor, as Westbrook did. Both classes assert that the manufacturers artificially inflated costs, forced production delays, applied retroactive price hikes, and further allege that FAMA facilitated the sharing of economic data between manufacturers. As outlined in the enclosed memo from Fire Chief Steve Sloan, the City of Westbrook purchased a Quint Ladder Truck from E-One, a subsidiary of REV Group, LLC in 2021. The City experienced delivery delays, adjustments to final price, and a performance guarantee was withheld due to claimed manufacturer delays.

A federal district court judge in Wisconsin appointed Preti Flaherty (City Solicitor) as one of four co-lead firms on behalf of the direct purchaser class (those who purchased apparatus directly from the manufacturer). The indirect purchaser class (those who purchased through a dealer) is represented in part by Gustafson Gluek of Minneapolis, MN. This agreement will allow the City of Westbrook to participate in the indirect purchaser class action litigation. While class action litigation may take several years to reach conclusion, there are no upfront or separate out-of-pocket obligations for attorney fees, as fees and expenses are contingent upon and payable from any recovery under the agreement. Authorization of this agreement is supported by the Administration and is in order for final Council action.

Orders (Two Readings Required)

- 2026-122 This authorizes the Mayor or designee sell the City-owned property at 12 Water Street to Dori Schulberger of Westbrook, ME for not less than \$50,000. It also authorizes the Mayor or designee to negotiate and enter into a Purchase & Sale Agreement for the sale of the property and to execute a deed and other documents necessary to sell the property. The City of Westbrook acquired several parcels along the northern side of the Presumpscot River from Sappi in April 2023, which included the land addressed as 12 Water Street. Following the acquisition, the City was contacted by Dori Schulberger alerting staff to her residence on the property and her family's history. Her mother, Sharon Schulberger, obtained a lease agreement for the parcel from Scott Paper Company in 1980 and located a mobile home and later a shed on the property. The original lease terms outlined rent at a cost of \$300/yr, though at some later date this was increased to \$400/yr. Later, SD Warren assumed the lease and continued to honor the existing terms. Following the passing of Ms. Sharon Schulberger, her daughter (Ms. Dori Schulberger) assumed the lease and continued the annual rent payment of \$400/yr to Sappi, and later to the City of Westbrook after the City acquired the property. Ms. Schulberger approached the City asking for permission to purchase the parcel. An appraisal of the property valued the parcel at \$50,000, given site unique conditions and limited buildable space on the parcel combined with the construction easements and other conditions that the City would retain upon sale. Ms. Schulberger is obtaining a formal survey of the property at her own cost. This order authorizes the Mayor or designee to execute a Purchase & Sale Agreement and sell the property at the proposed price and subject to such other terms and conditions as the Mayor or designee deems in the City's interests. The \$50,000 in revenue would be assigned to the Riverwalk North Project. This property sale is supported by the Administration and is in order for first reading.
- 2026-123 This approves the 2026-2029 Collective Bargaining Agreement between the City of Westbrook and the Westbrook Essential Services Unit (ESU). This unit was established to separate twelve (12) positions from the existing General Unit, and to recognize them as a distinct bargaining unit represented by Teamsters Local Union

No. 340. This change provided an opportunity to develop a collective bargaining agreement that more appropriately addresses the compensation, benefits, and working conditions of these employees. This agreement defines “essential services employees” as those whose primary duties are necessary to maintain the continuity of critical municipal operations, public infrastructure, including but not limited to maintenance, operational, facilities, wastewater, grounds, and administrative support functions essential to City services, but excludes certain positions that are either per diem, seasonal, part-time, non-union, or otherwise excluded by law or included in another City union. In March 2026, the City and Union filed the necessary documentation with the Maine Labor Relations Board to formalize the removal of these positions from the General Unit and their placement into the newly established Essential Services Unit. The filing was accepted by the Board, formalizing the change in bargaining unit representation.

As a starting point for the new unit, the City and the Union used the existing General Unit collective bargaining agreement as a template, providing a consistent foundation for contract language, benefits, and working conditions while allowing for provisions specific to the Essential Services Unit. A significant component of the agreement is the implementation of a new pay scale effective July 1, 2026, developed using salary market data obtained from area municipalities. Individual wage increases vary based on each position's placement on the new pay scale and the corresponding market data, with an average increase of approximately 5% across the unit to reflect market salary rates. Additional provisions include the following:

- Annual Wage Adjustments: A 3% cost-of-living adjustment effective July 1, 2027 and July 1, 2028.
- Signing Bonus: A one-time \$500 signing bonus for each of the 12 bargaining-unit members following settlement and ratification of the agreement.
- Benefits and Working Conditions: Updates to reflect current City practices, changes in applicable law, and organizational changes, including revisions to overtime, vacation and sick leave, clothing allowances, education reimbursement, and Maine Paid Family Medical Leave.

The projected costs associated with the new pay scale, signing bonus, and negotiated wage adjustments are \$51,375.31 in Year 1 (July 1, 2026 – June 30, 2027, includes \$45,375.31 for the establishment of a new pay scale and \$6,000 for the one-time signing bonus), \$27,813.87 in Year 2 (July 1, 2027 – June 30, 2028), and \$28,648.28 in Year 3 (July 1, 2028 – June 30, 2029), for an estimated cumulative cost of \$107,837.46 for this three-year contract, excluding scheduled step increases and any additional costs associated with other agreement provisions. The terms of this agreement were ratified by a vote of the union membership. This agreement is supported by the Administration and is in order for first reading.

EXECUTIVE SESSION

This is a request submitted on behalf of the City Council President to enter into Executive Session pursuant to 1 M.R.S.A. Section 405-6(E) for consultation with the City Solicitor regarding the legal rights and duties of the City Council, inviting the following individuals to attend: City Solicitor.

October 30, 2026

David Morse
Mayor
City of Westbrook
2 York Street
Westbrook, ME 04092

Re: Greater Portland Transit District: Preliminary 2027 Budget and Municipal Assessment

Dear Mayor Morse:

In accordance with MRS Title 30-A, Chapter 163 (Transportation), the Greater Portland Transit District ("Metro") is submitting its fiscal year 2027 operating budget and municipal assessment. Metro's 2027 fiscal year operates from January 1, 2027 - December 31, 2027. **The assessment amount for the City of Westbrook for fiscal year 2027 is \$988,210.**

On October 29, 2026, Metro's Board of Directors unanimously approved the fiscal year 2027 preliminary budget and municipal assessments. The total operating budget for fiscal year 2027 is **\$23.5M and represents a 14.10% increase compared to FY 2026.**

The municipal assessments associated with Metro's FY 2027 are drawn from the municipalities' forthcoming fiscal year 2027-28. In accordance with MRS Title 30-A, §3516, the "municipal officers" (i.e., the city/town councils) of your communities are required to notify Metro of a rejection of the local assessment within thirty (30) calendar days of this submission. Acceptance of the local assessment may be achieved either by affirmative action by city/town councils or by no formal action within the 30-day timeframe.



30-A-MRS §3516 requires Metro to adopt and implement its annual budget according to the following timeline:

Table 1: Metro’s Budget Adoption Calendar

Milestone	Action
October 31	Date by which a preliminary operating budget must be approved along with the formula by which local contributions are determined and the local contribution amounts.
November 1	Date by which Metro is required to submit the preliminary budget, local contribution formula, and local contribution amounts to the “municipal officers” (i.e., the city/town councils) of member municipalities.
November 30	Date by which city/town councils are required to notify Metro of a rejection of the formula by which local assessments are determined. A rejection would trigger a mediation process through the Public Utilities Commission.
February 28	Date by which Metro must approve a final budget.
April 1	Date by which Metro transmits “warrants for taxes” to the member municipalities.
July-August	Local contributions due to Metro within 30 days after the date that taxes are due within each member municipality.

The budget is organized into three major operational sections:

- **Base Bus Service – \$22.2 million budget represents a 14.5% increase compared to 2026.** The increase is primarily being driven by wage/benefits and the rising cost of fuel.

Metro plans to operate **160,159** hours of transit service across 15 fixed routes and two microtransit zones in 2027. Ridership in 2026 is projected to reach **1.89M**, **0.6%** increase from Metro’s 2025 ridership. Metro is budgeting for ridership to increase by **7%** in 2027. Growth in ridership is largely projected based on new service in Scarborough and planned service improvements in South Portland. Additionally, Metro will be redoubling its marketing efforts, including promotion of our new “Tap to Ride” fare option introduced in 2026, and Metro Connect on-demand service in Scarborough and Falmouth.

- **ADA Paratransit – \$794k budget represents a 11.2% increase compared to 2026.** Increases in ADA paratransit ridership coupled with an increase in Metro’s contract rate with its paratransit provider the Regional Transportation Program (RTP) are driving this increase.

ADA paratransit service is demand-response service for individuals who cannot use bus service. Passengers may be certified as ADA eligible if a functional assessment determines they are unable to use the fixed route bus system for all travel or certain trip types. ADA



paratransit is a federal requirement and must be offered within ¾ mile radius around Metro's local bus routes (not including Breez express service). Metro member communities are billed separately from the annual assessment for the local match portion of the per trip cost for trips originating in their community.

- **Property Lease Arrangement – \$511k represents a 2.3% increase** compared to 2026. Metro currently leases an adjacent property with a combination of state and local funding as well as revenue from a sub-lease agreement. The purpose of this arrangement is to support future acquisition of the property in conjunction with construction of an expanded operations-maintenance facility.

The total overall local funding required from member municipalities for FY 2027 is programmed to increase by 18.8% from \$6,082,220 in FY 2026 to \$7,225,588 in FY 2027.

- Metro is experiencing two primary revenue challenges; most impactfully the phasing out of ARPA funding coupled with increases in federal funding that are not keeping pace with escalating expenses. Additionally, state funding is flat, creating a reduction in the percentage of expenses funded by MaineDOT. For its part, Metro raised fares in August 2026. This increase is expected to boost fare revenue by 9%; however, this increase in fare revenue will not be enough to offset the large reduction in ARPA funding and lack of other new funding sources. These factors combined cause overall municipal contributions to the budget to increase. The impact of this increase has the most significant impact on the communities with ARPA funded service improvements. These ARPA funded service improvements, **introduced in March 2025**, for each community included:
 - Falmouth – Increased frequency on the Route 7 and the introduction of Metro Connect microtransit service to most of Falmouth.
 - Portland – Extension of the Route 7 to the Jetport and frequency improvements on this route, increased frequency on the Routes 9A and 9B, extension of the Husky Line to the Eastern Waterfront, and frequency improvements midday on the Breez service.
 - Brunswick, Freeport, Yarmouth – Improved frequency midday on the Breez, which serves all three communities.
- In 2026, approximately \$544k in service improvements were 100% ARPA funded. Additionally, Metro's Board voted to allocate \$325k in carry-forward funding to reduce the assessments of communities with ARPA service improvements. Without these one-time funding sources in the budget there is a \$869k funding reduction in revenue in Metro's 2027 budget.

- The 2027 budget concludes the phase out of ARPA funding. As a result, Metro does not expect the 2028 budget to include large increases in member assessments related to the elimination of one-time funding.

The table below outlines the changes in Metro's base budget revenues as compared to FY 2026 budget.

Table 1: FY 2026 vs FY 2027 Base Budget Revenue

Revenues (Base Budget)	2026 Budget	2027 Budget	Change +/- \$	Change +/- %
Fare Revenue	3,279,972	3,604,920	324,949	9.9%
Miscellaneous Revenue	449,100	400,600	(48,500)	-10.8%
Municipal Funding	5,984,171	7,127,536	1,143,365	19.1%
State Funding	753,153	734,290	(18,863)	-2.5%
Federal Funding	7,609,652	8,585,840	976,189	12.8%
New Service Imp Funding- Fed & State	356,700	1,644,695	1,287,995	361.1%
ARPA Service Imp.- Federal Funding	544,527	-	(544,527)	-100.0%
Carry-Forward- Federal Funding	325,000	-	(325,000)	-100.0%
Total Base Bus Budget	19,302,274	22,097,882	2,795,607	14.5%

The table below outlines the local assessment for each Metro community, including the change amount and change percentage. Changes in municipal assessments vary by community based on the amount of ARPA service operated within each community.

Table 2: Local Assessments for Bus Service, Debt Service, and Lease Property

Municipality	FY 2026 Actual	Debt Service	FY 2027			Change	
			Fixed	Variable	Total	%	\$
Brunswick	\$ 131,547	\$ 3,269	\$ 19,086	\$ 130,817	\$ 153,172	16.4%	\$ 21,626
Falmouth	\$ 322,274	\$ 17,109	\$ 41,800	\$ 361,506	\$ 420,415	30.5%	\$ 98,140
Freeport	\$ 131,547	\$ 3,269	\$ 19,086	\$ 130,817	\$ 153,172	16.4%	\$ 21,626
Gorham	\$ 128,880	\$ 2,583	\$ 32,493	\$ 107,516	\$ 142,593	10.6%	\$ 13,713
Portland	\$ 3,598,380	\$ 212,350	\$ 576,943	\$ 3,348,469	\$ 4,137,762	15.0%	\$ 539,382
Scarborough	\$ -			\$ 145,000	\$ 145,000		\$ 145,000
South Portland	\$ 729,381	\$ 12,937	\$ 116,278	\$ 802,876	\$ 932,092	27.8%	\$ 202,711
Westbrook	\$ 908,665	\$ 43,844	\$ 125,333	\$ 819,033	\$ 988,210	8.8%	\$ 79,545
Yarmouth	\$ 131,547	\$ 3,269	\$ 19,086	\$ 130,817	\$ 153,172	16.4%	\$ 21,626
Annual Total	\$ 6,082,220	\$ 298,632	\$ 950,105	\$ 5,976,851	\$ 7,225,588	18.8%	\$ 1,143,368

Metro's Board of Directors has identified increasing non-municipal funding as a high priority for Metro in 2027. Planned efforts to this end include:



- Advocate strongly at the State level for more State operating assistance. MaineDOT's portion of Metro's budget continues to shrink as a proportion of Metro's overall budget. Metro plans to work with the new governor and MaineDOT to identify ways that the State can provide more operating support to Metro.
- Grow ridership through increased community outreach, new advertising campaigns, and direct partnerships with businesses and institutions. The introduction of Tap to Ride, makes it easier to ride Metro's transit system. Now occasional riders and visitors can use a credit/debit card or digital watch to pay for their bus fare.
- Work through PACTS to ensure that Metro's portion of the Federal Transit Administration funding apportioned to the PACTS region is commensurate with the amount of service that Metro provides and the number of riders which it transports.

On behalf of the Metro Board of Directors, please accept our thanks for supporting public transportation. We look forward to continuing our efforts and record of results in advancing transit in the region. If you have any questions, please do not hesitate to contact me.

Respectfully,

Glenn Fenton

Glenn Fenton
Executive Director

Attachment A – FY 2027 Preliminary Operating Budget
Attachment B – 2027-2031 Capital Improvement Program



FY 2027 OPERATING BUDGET- Final Draft

The total operating budget for FY 2027 is \$23,463,197, an increase of 14.10% compared to FY 2026.

Table 1: Total Budget Summary

	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %
EXPENDITURES							
Base Bus Budget							
Wages	8,095,775	9,532,338	10,359,445	10,041,985	11,730,933	1,371,488	13.24%
Benefits	3,294,106	3,867,180	4,425,183	4,145,193	5,165,550	740,368	16.73%
Services and Fees	996,518	894,046	1,200,928	1,129,493	1,206,765	5,837	0.49%
Fuel-Fluids-Tires	957,750	1,125,923	1,247,201	1,292,043	1,692,829	445,627	35.73%
Supplies & Equipment	456,601	567,092	614,695	567,359	666,000	51,305	8.35%
Utilities	308,708	356,517	427,618	473,945	540,880	113,262	26.49%
Insurance	402,432	460,824	489,385	511,332	561,504	72,119	14.74%
Miscellaneous Expenses	72,426	75,261	98,551	79,039	89,382	(9,169)	-9.30%
Debt Service	304,274	279,430	267,818	274,818	298,632	30,814	11.51%
Capital & Reserves	393,732	288,387	219,089	463,443	205,593	(13,496)	-6.16%
Total Base Bus Budget	15,282,322	17,446,998	19,349,914	18,978,651	22,158,068	2,808,154	14.51%
Separate Budget Categories							
ADA Paratransit	410,475	627,580	713,905	713,905	794,148	80,243	11.24%
115 St. John's Street Service Improvements	477,017	493,620	499,510	499,510	510,980	11,470	2.30%
Total Expenditures	16,169,814	18,568,198	20,563,330	20,192,066	23,463,197	2,899,867	14.10%
REVENUES							
Base Bus Funding							
Fare Revenue	2,670,561	2,980,994	3,279,972	3,179,455	3,604,920	324,949	9.91%
Miscellaneous Revenue	648,270	511,135	449,100	439,662	400,600	(48,500)	-10.80%
Municipal Funding	4,644,672	5,358,510	5,984,171	5,984,169	7,127,536	1,143,365	19.11%
State Funding	477,494	773,874	931,503	931,503	1,540,585	609,082	65.39%
Federal Funding	6,027,495	6,560,133	8,113,002	7,932,616	9,424,240	1,311,239	16.16%
Total Base Bus Budget	14,468,492	16,184,646	18,757,747	18,467,406	22,097,882	3,340,134	17.81%
Separate Budget Categories							
ADA PT - Municipal Funding	81,764	125,485	139,668	142,781	158,830	19,162	13.72%
ADA PT - Federal Funding	328,380	492,000	558,672	571,124	635,319	76,647	13.72%
115 St. John's Other Revenue	252,785	255,287	257,649	257,649	266,100	8,452	3.28%
115 St. John's Municipal Funding	94,244	96,132	98,052	98,052	98,052	-	0.00%
115 St. John's State Funding	239,347	244,134	207,015	207,015	207,015	-	0.00%
Service Imp. - Passenger Fares	-	-	-	-	-	-	0.00%
Service Imp. - Federal Funding	586,754	1,304,552	544,527	529,949	-	(544,527)	-100.00%
Total Revenues	16,051,766	18,702,237	20,563,330	20,273,976	23,463,197	2,899,867	14.10%
Surplus/(Deficit)	(118,048)	134,038	(0)	81,910	0	0	

Major Budget Factors:

- Base Bus Budget (Expenditures) – The FY 2027 Base Bus Budget is built on transit service levels that include the new route 25, serving Portland, South Portland and Scarborough; as well as Scarborough on-demand service. The FY 2027 budget also includes service improvements for the City of South Portland. The hours and routes provided are subject to change based on results provided by required public processes, and final approval by the South Portland City Council.
 - Service Improvements – ARPA funded service improvements implemented in May 2024 and November 2024 are reported as included in the base budget expenditure numbers. The service improvements resulted in a net increase of 4 bus operator positions in 2023, 8 bus operator positions in 2024, and 2 non-CLD driver for a total of 75 bus operator positions and 3 non-CDL operators as of November 2024.

**Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft**

- Service Improvements- Route 25 (Portland, South Portland, Scarborough) and Scarborough on-demand service is scheduled to launch in the fall of 2026. These services improvements are funded through a combination of Maine DOT, Maine Turnpike Authority, 5307 Federal funding and non-member contributions from Scarborough. The service improvements resulted in a net increase of 7 bus operators and 5 non-CDL operators, and has a total estimated cost of \$1.5mm for the full 2027 budget year.
- Service improvements in South Portland are estimated for ½ year in 2027, and resulted in the addition of 4 bus operators. These service improvements assume additional federal 5307 funding to support ½ of the operating costs, with the remaining costs being funds through the City of South Portland’s local assessment.
- Base Bus Budget (Revenues) – revenue estimates include: decreases in miscellaneous revenue as well as State operating revenue, and increases in fare revenue, Federal Operating funding, Municipal funding and Service Improvement funding. Current municipal funding reflects an overall 19.9% increase, which includes an 18.4% increase in operating funding and a 6.8% decrease in capital funding, and the addition of non-member funding from the Town of Scarborough.
- ADA Paratransit budget is projected to increase based on actual increased ridership in 2026 (approximately 8%), and a 3% rate increase.
- Lease Property (151 St. John’s Street) – total budget includes the anticipated expenditures and revenues associated with lease and operations of the property at 115 St. John’s Street. A projected \$60,187 surplus in this section can be available to offset a deficit(s) in other sections of the budget.

BASE BUS SERVICE

For 2027, baseline bus service (including Route 25, Scarborough on-demand service improvements and South Portland service improvements) will total approximately 160,159 revenue hours. Table 2 outlines service levels, projected revenue hours and estimated boardings by route. Also presented are the boardings per hour statistics which is a basic metric of route performance.

Table 2: 2027 Service Levels and Estimated Ridership

ROUTE	MUNICIPALITIES	CORRIDORS	Peak Headways			Revenue Hours	Estimated Boardings	Boardings/ Hour
			Wkdy	Sat	Sun			
Route 1	Portland	Congress	30 min.	60 min	60 min	9,876	138,100	14
Route 2	Portland-South Portland- Westbrook	Forest	30 min.	60 min	60 min	14,151	243,270	17
Route 3	Portland-South Portland-Westbrook	Bridge-Spring	60 min	60 min	60 min	6,723	58,670	9
Route 4	Portland-South Portland- Westbrook	Brighton-Main	30 min.	45 min	45 min	13,708	242,200	18
Route 5	Portland-South Portland	Outer Congress	30 min.	45 min	45 min	10,151	172,900	17
Route 7	Falmouth-Portland	Congress-Rt. 1	40 min	60 min.	60 min	14,574	195,500	13
Route 8	Portland	Peninsula Circulator	30 min.	60 min	60 min	6,774	104,300	15
Route 9	Falmouth-Portland	Congress-Washington-Stevens	30 min.	30 min	60 min	19,741	377,900	19
Route 21	Portland - SMCC	Pillsbury-Cottage-Broadway	50 min	120 min	90 min	2,673	42,500	16
Route 22	South Portland	Broadway	60 min	60 min	60 min	2,550	42,500	17
Route 23	Portland- South Portland	Maine Mall Area	60 min	60 min	60 min	2,628	20,000	8
Route 24	South Portland - Maine Mall	Congress-Highland-Broadway	90 min	90 min	90 min	2,950	32,500	11
Route 24A	South Portland - Maine Mall	Congress-Broadway-Main	120 min	120 min	90 min	2,891	33,300	12
Route 24B	South Portland - Maine Mall	Congress-Highland-Broadway	120 min	N/A	N/A	1,993	12,500	6
Route 25	Portland- South Portland - Scarborough	Route 1	45 min	45 min	45 min	12,089	40,000	3
Husky Line	Gorham-Portland-Westbrook	Rt. 25-William Clark-Brighton	30 min.	45 min	45 min	14,720	194,700	13
Breez	Brunswick-Freeport-Yarmouth-Portland	I-295-Rt. 1	50 min	150 min	N/A	10,352	62,700	6
Micro	Falmouth	Falmouth On-Demand	On Demand			4,518	5,700	1
Micro	Scarborough	Scarborough On-Demand	On Demand			7,100	2,824	0
Total						160,159	2,022,064	13

Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft

Table 3: Base Bus Budget Summary

	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %
EXPENDITURES							
Base Bus Budget							
Wages	8,095,775	9,532,338	10,359,445	10,041,985	11,730,933	1,371,488	13.2%
Benefits	3,294,106	3,867,180	4,425,183	4,145,193	5,165,550	740,368	16.7%
Services and Fees	996,518	894,046	1,200,928	1,129,493	1,206,765	5,837	0.5%
Fuel-Fluids-Tires	957,750	1,125,923	1,247,201	1,292,043	1,692,829	445,627	35.7%
Supplies & Equipment	456,601	567,092	614,695	567,359	666,000	51,305	8.3%
Utilities	308,708	356,517	427,618	473,945	540,880	113,262	26.5%
Insurance	402,432	460,824	489,385	511,332	561,504	72,119	14.7%
Misc Exp	72,426	75,261	98,551	79,039	89,382	(9,169)	-9.3%
Debt Service	304,274	279,430	267,818	274,818	298,632	30,814	11.5%
Capital & Reserves	393,732	288,387	219,089	463,443	205,593	(13,496)	-6.2%
Service Improvements							
Total Base Bus Budget	15,282,322	17,446,998	19,349,914	18,978,651	22,158,068	2,808,154	14.5%
REVENUES							
Base Bus Funding							
Fare Revenue	2,670,561	2,980,994	3,279,972	3,179,455	3,604,920	324,949	9.9%
Miscellaneous Revenue	648,270	511,135	449,100	439,662	400,600	(48,500)	-10.8%
Municipal Funding	4,644,672	5,358,510	5,984,171	5,984,169	7,127,536	1,143,365	19.1%
State Funding	477,494	773,874	931,503	931,503	1,540,585	609,082	65.4%
Federal Funding	6,027,495	6,560,133	7,934,652	7,754,266	8,585,840	651,189	8.2%
Svc Imp- Federal Funding	586,754	1,304,552	544,527	708,299	838,400	293,873	54.0%
Total Base Bus Budget	15,055,246	17,489,198	19,123,924	18,997,355	22,097,882	2,973,957	15.6%
				-			
Surplus/(Deficit)	(227,076)	42,200	(225,990)	18,704	(60,187)	165,803	-73%

TRANSIT OPERATIONS DEPARTMENT

Overview and Staffing

The mission of the Transit Operations Department is to deliver safe and effective transit service on a daily basis in accordance with Metro's published routes and schedules and provide an excellent rider experience across all touchpoints.

- Transit Operations – deliver safe and effective bus operations on a daily basis in accordance with Metro's published routes and schedules while providing an excellent rider experience.
- Safety- manage Metro's agency safety plan.
- Training – effectively train and prepare new Bus Operators.

The Operations Department includes the following full-time equivalent (FTE) positions and number of employees. The Scheduler/Data Analyst position added in the 2026 budget has been reclassified to the Planning and Customer Service Department for 2027. No additional positions or employees are proposed.

Table 4: Transit Operations Department Staffing

Staffing	2024	2025	2026	2027	
Transit Operations Manager	1.00	1.00	1.00	1.00	0.00
Transit Operations Assistant Manager			1.00	1.00	0.00
Safety and Training Manager	1.00	1.00	0.00	0.00	0.00
Training Supervisor			1.00	1.00	0.00
Scheduler/Data Analyst	0.00	0.00	1.00	0.00	-1.00
Dispatcher	4.00	4.00	4.00	4.00	0.00
Bus Operators	75.00	84.00	80.50	87.50	7.00
Operations Assistant	1.00	1.00	1.00	1.00	0.00
Non-CDL/Shuttle Driver	3.00	3.00	3.00	8.00	5.00
Customer Service Manager	1.00	1.00	0.00	0.00	0.00
Customer Service Representative	2.00	2.00	0.00	0.00	0.00
IT Manager	1.00	1.00	0.00	0.00	0.00
Totals	89.00	98.00	92.50	103.50	11.00

* Reclassified to Planning/CS

*Staffing is based on total position count, not amount budgeted.

Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft

Table 5: Transit Operations Department Budget

USES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	Notes
Wages								
Regular Wages	5,025,804	5,993,269	6,219,469	6,114,602	7,231,258	1,011,789	16.3%	1
New Positions	-	-	43,987	-	-	(43,987)	-100.0%	
Overtime - Operations	544,757	700,828	730,959	754,931	744,059	13,100	1.8%	
Add'l Pay (PTO payout, Hlth opt out)	54,606	64,796	79,832	74,369	80,000	168	0.2%	
Holiday Pay - Worked	123,060	148,004	152,309	158,305	156,116	3,808	2.5%	
Wages	5,748,227	6,906,896	7,226,556	7,102,207	8,211,433	984,878	13.6%	
Benefits								
FICA/FMLA	438,594	558,462	594,734	583,912	674,299	79,566	13.4%	
Health Ins	1,219,143	1,503,472	1,694,399	1,548,527	1,983,977	289,578	17.1%	2
HRA Payments	85,114	75,099	75,941	76,079	83,681	7,740	10.2%	3
Dental Insurance	45,563	53,595	56,775	51,950	65,994	9,220	16.2%	4
Disability Insurance	46,564	48,990	39,656	35,565	27,343	(12,313)	-31.0%	
Life Insurance	2,066	2,342	2,154	2,347	2,600	446	20.7%	
Workers Comp	179,662	160,803	209,282	236,729	245,711	36,429	17.4%	
Unemployment	12,207	852	5,000	12,339	5,000	-	0.0%	
Vision	2,029	2,365	2,184	1,536	1,800	(383)	-17.6%	
Retirement	347,659	399,419	437,771	379,960	451,629	13,858	3.2%	
New Positions	-	-	17,659	-	-	(17,659)	-100.0%	
Uniforms/Reimbursements	16,792	22,912	21,148	30,200	22,000	852	4.0%	
Benefits	2,395,393	2,828,311	3,156,702	2,959,144	3,564,034	407,333	12.9%	
Total Wages & Benefits	8,143,621	9,735,208	10,383,257	10,061,351	11,775,468	1,392,211	13.4%	
USES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	
Services and Fees								
Temporary Help	-	-	-	-	-	-	0.0%	
Technology Services	-	-	-	-	-	-	0.0%	
Other Contracted Services	99,472	84,749	112,500	77,692	93,500	(19,000)	-16.9%	
Services and Fees	99,472	84,749	112,500	77,692	93,500	(19,000)	-16.9%	
Supplies & Equipment								
Transportation Supplies	1,086	5,341	7,000	2,000	10,000	3,000	42.9%	5
It Supplies	(0)	(0)	-	-	-	-	0.0%	
Fare Media	21,498	8,869	-	-	-	-	0.0%	
Minor Equipment	(0)	588	1,500	500	1,500	-	0.0%	
Supplies and Equipment	22,583	14,797	8,500	2,500	11,500	3,000	35.3%	
Utilities								
Phone/Cell/Internet- AVL	-	4,400	-	-	-	-	0.0%	
Phone/Cell/Internet	1,959	2,136	1,440	1,440	1,440	-	0.0%	
Utilities	1,959	6,536	1,440	1,440	1,440	-	0.0%	
Miscellaneous Expenses								
Conferences and Travel	1,796	2,053	6,000	1,500	3,667	(2,333)	-38.9%	
Miscellaneous Expenses	1,796	2,053	6,000	1,500	3,667	(2,333)	-38.9%	
Total Non-Personnel Expenses	125,810	108,135	128,440	83,132	110,107	(18,333)	-14.3%	
Total Base Bus Budget	8,269,431	9,843,343	10,511,697	10,144,483	11,885,575	1,373,878	13.1%	

**Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft**

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by the COLA increase (2% Jan 1, estimate 5% July 1) in base wages and step increases as required by the Collective Bargaining Agreement with ATU and the Non-Union Salary Plan approved by the Board of Directors in 2022. Wages related to service improvement are included in this line as well. Staff are estimating 2% Jan 1 and 3% July 1 COLA for non-union staff.
2	Health Insurance	Health Insurance is estimated at an increase of 10% over 2026 projected amount.
3	HRA Payments	HRA payments is estimated at an increase of about 10%. This estimate is based on an increase in staffing along with an increase in deductible amounts with the District's health plan that occurred in 2026.
4	Dental Insurance	Dental insurance is estimated to increase by 6% for 2027. The increase for Operations is estimated to be higher due to increased positions.
5	Transportation Supplies	This amount reflects an increase of \$3,000 which provides misc. supplies for transportation services as well as safety and training.

INFORMATION TECHNOLOGY DEPARTMENT

Overview and Staffing

The mission of the Information Technology Department is to provide secure, reliable, and innovative technology solutions that support Metro’s operations, enhance the rider experience, and safeguard agency data and systems. The department ensures the availability and integrity of critical technology infrastructure, applications, and digital services.

- **Systems & Infrastructure** – Maintain Metro’s hardware, software, and network infrastructure to ensure availability, operability, and business continuity.
- **Cybersecurity** – Protect agency systems, data, and digital assets through proactive monitoring, risk management, and compliance with security standards.
- **Application Support** – Manage, update, and support agency business systems, including financial, operational, and customer-facing platforms.
- **Innovation & Data** – Advance technology initiatives, data management, and analytics to improve decision-making, service delivery, and rider experience.

The Information Technology Department includes the following full-time equivalent (FTE) positions and number of employees. No additional positions or employees are proposed.

Table 6: Information Technology Department Staffing

Staffing	2024	2025	2026	2027	
IT Manager	1.00	1.00	1.00	1.00	0.00
Totals	1.00	1.00	1.00	1.00	0.00

*Staffing is based on total position count, not amount budgeted.

Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft

Table 7: Information Technology Department Budget

USES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	NOTES
Wages								
Regular Wages	71,565	72,439	87,524	84,417	96,740	9,216	10.5%	1
New Positions						-	0.0%	
Add'l Pay (PTO payout, Hlth opt out)						-	0.0%	
Holiday Pay - Worked						-	0.0%	
Wages	71,565	72,439	87,524	84,417	96,740	9,216	10.5%	
Benefits								
FICA/FMLA	4,640	823	7,133	6,880	7,884	751	10.5%	
Health Ins	13,343	2,985	20,658	29,519	33,673	13,015	63.0%	2
HRA Payments	-	1,200	1,500	1,500	1,377	(123)	-8.2%	
Dental Insurance	606	78	704	729	752	48	6.8%	
Disability Insurance	600	426	483	236	165	(318)	-65.8%	3
Life Insurance						-	0.0%	
Workers Comp	126	150	146	159	2,895	2,749	1884.4%	4
Vision	30	6	27	26	25	(2)	-6.4%	
Retirement	4,652	5,257	5,339	120	5,321	(18)	-0.3%	
New Positions						-	0.0%	
Benefits	23,996	10,925	35,991	39,167	52,092	16,101	44.7%	
Total Wages & Benefits	95,561	83,364	123,515	123,584	148,832	25,317	20.5%	
USES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	NOTES
Services and Fees								0
Technology Services	188,456	161,029	266,257	266,257	236,855	(29,402)	-11.0%	5
Other Contracted Services						-	0.0%	
Services and Fees	188,456	161,029	266,257	266,257	236,855	(29,402)	-11.0%	
Supplies & Equipment								
It Supplies	2,515	2,051	2,500	2,500	3,000	500	20.0%	6
Minor Equipment	8,364	12,286	5,000	5,000	7,500	2,500	50.0%	7
Supplies and Equipment	10,879	14,337	7,500	7,500	10,500	3,000	40.0%	
Utilities								
Phone/Cell/Internet	68,248	63,558	67,364	69,097	70,684	3,320	4.9%	
Utilities	68,248	63,558	67,364	69,097	70,684	3,320	4.9%	
Miscellaneous Expenses								
Conferences and Travel						-	0.0%	
Miscellaneous Expenses	-	-	-	-	-	-	0.0%	
Total Non-Personnel Expenses	267,583	238,924	341,121	342,854	318,039	(23,082)	-6.8%	
Total Base Bus Budget	363,144	322,288	464,636	466,438	466,871	2,235	0.5%	

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by wage increased programmed as part of the Non-Union Salary Plan approved by the Board of Directors in 2022. Staff are estimating COLA increases at 2% Jan 1 and 3% July 1 for non-union staff.
2	Health Insurance	Health Insurance is estimated at an increase of 10% over 2026 projected amount.
4	Workers Compensation	Workers Compensation premiums are increases to about 3% of wages for 2027, vs the historical 2.75% in past years. The large increase in the IT Department is related to a reallocation of expenditures between departments, and not an overall expenditure increase.
5	Technology Services	This line reflects all of Metro's Technology Services agreements and miscellaneous technology fees. Table 8 provides the detail of the items covered by this line. For 2026, CAD/AVL and Microtransit software services were budgeted in the CIP and 5307 mobility funds were allocated to cover the costs of those services. For 2027, those services have been moved back into the operating budget with the corresponding revenue to allow for better expense tracking.

**Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft**

Note #	Line Item	Explanation
6	IT Supplies	Includes items like keyboards, mice, wires, etc. Increase is related to anticipation of replacements of aging equipment, along with normal equipment failure replacements.
7	Minor Equipment	Includes items like replacement monitors, docks, etc. Increase is related to anticipation of replacements of aging equipment.

Table 8: Technology Services Detail

Technology Services- SaaS Agreements		
Provider	Service	Amount (annual)
Equans	CAD/AVL	45,300
Optibus	Schd/Timekeeping	-
Tyler/Munis	Financials/HRIS/Payroll/Purchasing	89,800
ClearGov	Budgeting Software	-
Macola	Inventory	-
Colbi Technologies	Secure Bidding	3,000
Planetaria	Website	6,250
VIA	Micro App	12,000
ChargePoint	Electric Bus	-
Samsara	Maint/Fleet Tracking Tool	-
Remix	Planning	19,379
		175,729
Technology Services- Misc		
Provider	Service	Amount (annual)
Seacoast Security	Door Access Control/Camera System	1,080
CDW	Cradlepoint License	11,393
Avenu HRS	Unclaimed Property Submission	450
Warp & Weft	DiriGO Website Hosting	900
Constant Contact	Newsletter/Email	800
Canva	Design	120
PC Rescue	Contracted Service	2,400
Snipe-It	IT Tools	480
Zendesk	IT Ticketing System	500
Screenly	IT Tools	1,277
Anydesk	IT Tools	1,000
Ubiquiti	IT Tools	100
Ninjio Tech	Training Tool	1,376
Secure Fax	Secure Fax for HR	264
Adobe	PDF Tool	7,800
Google	Workspace/Voice	17,500
IT Support		5,000
Zoom	Board and Committee Meetings	3,000
Misc	Misc Support (software/tech/camera)	5,686
		61,126

FLEET & FACILITIES MAINTENANCE

Overview and Staffing

The mission of the Fleet and Facilities Maintenance Department is to maintain the agency's physical assets in a state of good repair and ensure availability to deliver and support safe and effective transit services. This department maintains 54 transit buses, 4, demand response vehicles, 8 non-revenue support vehicles, 3 facilities and 700+ bus stops including 50+ bus shelters and other amenities. The following two divisions make up this department:

- Fleet Maintenance – Responsible for the inspection, preventive maintenance, and repair of the agency's 54 transit buses, 4 demand response vans for microtransit and 8 non-revenue support vehicles, ensuring a safe, reliable, and compliant fleet is available to meet daily service demands.
- Facilities Maintenance – Responsible for the upkeep and repair of the agency's 3 facilities, 700+ bus stops, and 50+ bus shelters and amenities, ensuring safe, clean, and functional infrastructure for both staff and riders.

The Fleet-Facilities Maintenance Department includes the following full-time equivalent (FTE) positions and number of employees. No additional positions or employees are proposed.

Table 9: Maintenance Department Staffing

Staffing	2024	2025	2026	2027	
Maintenance Manager	1.00	1.00	1.00	1.00	-
Master Technician	-	-	-	-	-
Technician	1.00	1.00	3.00	3.00	-
Mechanic II	5.50	5.50	4.00	4.00	-
Mechanic I	1.00	1.00	1.00	1.00	-
Fleet Care	4.00	4.00	4.00	4.00	-
Inventory Clerk	1.00	1.00	1.00	1.00	-
Building Maintenance	1.00	1.00	1.00	1.00	-
Utility	1.00	1.00	1.00	1.00	-
Bus Cleaner	1.00	1.00	1.00	1.00	-
Totals	16.50	16.50	17.00	17.00	0.00

*Staffing is based on total position count, not amount budgeted.

Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft

Table 10: Maintenance Department Budget

USES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	Notes
Wages								
Regular Wages	1,073,640	1,135,324	1,273,781	1,190,134	1,377,014	103,233	8.1%	1
New Positions			19,496	-	-	(19,496)	-100.0%	
Overtime - Maintenance	38,739	80,269	83,911	115,664	117,973	34,062	40.6%	2
Add'l Pay (PTO payout, Hlth opt out)	6,084	10,367	20,823	16,000	16,500	(4,323)	-20.8%	
Holiday Pay - Worked	25,958	24,904	24,191	25,231	24,796	605	2.5%	
Wages	1,144,421	1,250,864	1,422,201	1,347,029	1,536,283	114,082	8.0%	
Benefits								
FICA/FMLA	91,382	103,788	114,201	110,701	126,662	12,462	10.9%	
Health Ins	260,546	338,639	321,922	336,334	414,083	92,160	28.6%	3
HRA Payments	7,110	12,668	17,698	17,698	14,537	(3,160)	-17.9%	4
Dental Insurance	9,875	10,958	10,978	10,633	10,457	(521)	-4.7%	
Disability Insurance	10,469	11,203	7,534	7,791	5,454	(2,081)	-27.6%	
Life Insurance	184	32	64	50	-	(64)	-100.0%	
Workers Comp	29,356	24,244	26,619	32,911	45,172	18,553	69.7%	5
Unemployment	-	-	-	-	-	-	0.0%	
Vision	396	468	415	321	294	(121)	-29.2%	
Retirement	47,663	66,917	83,199	61,536	83,028	(171)	-0.2%	
New Positions	-	-	8,773	-	-	(8,773)	-100.0%	
Uniforms	10,559	10,319	8,450	8,213	13,250	4,800	56.8%	6
Benefits	467,539	579,235	599,854	586,187	712,937	113,083	18.9%	
Total Wages & Benefits	1,611,960	1,830,100	2,022,055	1,933,216	2,249,220	227,165	11.2%	

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by the COLA increase (2% Jan 1, estimate 5% July 1) in base wages and step increases as required by the Collective Bargaining Agreement with ATU and the Non-Union Salary Plan approved by the Board of Directors in 2022. Wages related to service improvement are included in this line as well. Staff are estimating 2% Jan 1 and 3% July 1 COLA for non-union staff.
2	Overtime	Overtime is estimated at about 8% of wages.
3	Health Insurance	Health Insurance is estimated at an increase of 10% over 2026 projected amount.
4	HRA Payments	HRA payments is estimated at an increase of about 10%. This estimate is based on an increase in staffing along with an increase in deductible amounts with the District's health plan that occurred in 2026.
5	Workers Compensation	Workers Compensation premiums are increases to about 3% of wages for 2027, vs the historical 2.75% in past years.
6	Uniforms	Uniform/Reimbursements amount is based the amounts established in the CBA for uniform and tool allowances per classification, as well as sundry amount required for all union employees.

**Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft**

Table 11: Department Budgets- Maintenance, continued

USES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	Notes
Services and Fees								
Arch & Engineer Fees	-	-	2,500	-	-	(2,500)	-100.0%	
Temporary Help	-	-	-	-	-	-	0.0%	
Other Contracted Services	3,570	241	6,000	6,000	7,500	1,500	25.0%	7
Maint Software	9,132	5,687	13,000	12,819	17,000	4,000	30.8%	8
Maintenance Services	210,475	201,203	304,125	275,406	323,500	19,375	6.4%	
Snow Plowing/Removal	-	3,613	9,900	5,000	5,000	(4,900)	-49.5%	
Custodial Services	47,069	47,401	48,881	46,873	47,341	(1,540)	-3.1%	
Services and Fees	270,246	258,144	384,406	346,098	400,341	15,935	4.1%	
Fuel-Fluids-Tires- Non-Revenue Vehicles								
CNG Fuel	61,884	86,005	134,117	130,694	179,700	45,583	34.0%	9
Diesel Fuel	723,877	827,491	868,946	927,792	1,220,000	351,054	40.4%	10
Gasoline	-	11,797	19,890	19,889	50,400	30,510	153.4%	11
Greases and Fluids	86,517	84,820	102,748	104,668	119,129	16,380	15.9%	12
Electricity as a Fuel	13,778	13,049	14,000	1,500	-	(14,000)	-100.0%	13
Tires and Tubes	71,694	102,760	107,500	107,500	123,600	16,100	15.0%	
Fuel-Fluids-Tires- Non-Revenue Vehicl	957,750	1,125,923	1,247,201	1,292,043	1,692,829	445,627	35.7%	
Supplies & Equipment								
Servicing/Fueling Supplies	4,994	6,746	6,500	6,500	13,000	6,500	100.0%	14
Shop Supplies	29,758	29,402	36,000	30,000	36,000	-	0.0%	
Shelter Supplies	4,375	21,218	14,750	14,000	20,000	5,250	35.6%	15
Building Supplies	27,048	28,374	30,000	30,000	30,000	-	0.0%	
Parts	320,218	407,060	435,000	399,042	460,500	25,500	5.9%	
Minor Equipment	6,112	4,750	10,000	7,500	12,000	2,000	20.0%	16
Veh Ops- Other Supplies	3,639	4,748	3,500	1,500	5,000	1,500	42.9%	17
Supplies and Equipment	396,144	502,298	535,750	488,542	576,500	40,750	7.6%	
Utilities								
Phone/Cell/Internet	483	116	480	480	480	-	0.0%	
Utilities	483	116	480	480	480	-	0.0%	
Miscellaneous Expenses								
Liscenses and Permits	173	177	1,000	1,000	500	(500)	-50.0%	
Miscellaneous Expenses	173	177	1,000	1,000	500	(500)	-50.0%	
Total Non-Personnel Expenses	1,624,796	1,886,658	2,168,837	2,128,164	2,670,650	501,813	23.1%	
Total Base Bus Budget	3,236,757	3,716,758	4,190,892	4,061,380	4,919,870	728,978	17.4%	

Note #	Line Item	Explanation
7	Other Contracted Services	Expenditures related to contract service for Maintenance staff training. Increased based on additional training sessions planned in 2027.
8	Maintenance Software	Covers maintenance software licensing for Maintenance computers; Inventory Software and Diagnostic Software.
9	CNG Fuel	Increase in CNG fuel is related to natural gas supply contract renewal in 2026 with a 65% rate increase. The 2026 budget was adjusted in February to add capacity to this line in anticipation of this increase.
10	Diesel Fuel	Metro's current diesel contract price of \$2.37/gal will expire in Oct 2026. Staff are estimating \$4.00/gal for the 2027 budget, and are weighing the options for ongoing pricing in the current market.
11	Gasoline	Increase of Gasoline for Micro Transit revenue vehicles. 2027 request includes Scarborough on-demand service costs as well as the existing Falmouth service.
12	Greases and Fluids	Increase based on assumption of additional usage in 2027.

**Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft**

Note #	Line Item	Explanation
13	Electricity Fuel	Reduced to \$0 based on inability to use vehicles.
14	Servicing & Fueling Supplies	Increase based on added service in 2027.
15	Shelter Supplies	Significant wear and age warrant investment for glass, lexane, lights, garbage, etc.
16	Minor Equipment	Increased budget request based on anticipated need for additional small equipment for shop use.
17	Vehicle Operations Other Supplies	Increase is related to microtransit vehicle maintenance services.

MARKETING and ADVOCACY

Overview and Staffing

The mission of the Marketing and Advocacy Department is to ensure Metro’s external communications and policy efforts are seamless, strategic, and deeply rooted in Metro’s overarching mission. By intentionally engaging riders, non-riders, municipal partners, business leaders and elected officials, the department cultivates the community buy-in and financial resilience necessary to continue, improve, expand, and sustain transit services throughout Greater Portland.

- **Advocacy & Policy** – Promote Metro’s value in meeting statewide and local goals by demonstrating social, environmental and economic value to local, regional and statewide decision-makers. This secures sustainable municipal, state and federal funding; drives pro-transit legislative priorities, and establishes long-term policy alignment for future expansion.
- **Marketing & Communications** – Promote Metro’s services through strategic communications, branding, outreach, and public engagement to build awareness, grow ridership, and strengthen community connections.

The Marketing and Advocacy Department includes the following full-time equivalent (FTE) positions and number of employees. No additional positions or employees are proposed.

Table 12: Planning, Marketing and Customer Service Staffing

Staffing	2024	2025	2026	2027	
Director of Transit Development	1.00	1.00	1.00	-	(1.00) * Reclassified to Planning/CS
Director of Gov. Affairs and Community Relations	-	-	-	1.00	1.00 * Reclassified from Admin
Marketing Manager	1.00	1.00	1.00	1.00	-
Customer Service Manager	-	-	1.00	-	(1.00) * Reclassified to Planning/CS
Customer Service Representative	-	-	2.00	-	(2.00) * Reclassified to Planning/CS
Totals	2.00	2.00	5.00	2.00	(3.00)

*Staffing is based on total position count, not amount budgeted.

**Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft**

Table 13: Marketing and Advocacy Department Budget

USES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	Notes
Wages								
Regular Wages	203,851	270,941	212,182	238,827	216,434	4,252	2.0%	1
New Positions							0.0%	
Overtime - Administration	-	208	7,893	-	-	(7,893)	-100.0%	
Add'l Pay (PTO payout, Hlth opt out)	-	1,024	11,000	-	-	(11,000)	-100.0%	
Holiday Pay - Worked	-	-	1,709	-	-	(1,709)	-100.0%	
Wages	203,851	272,173	232,784	238,827	216,434	(16,350)	-7.0%	
Benefits								
FICA/FMLA	16,360	18,917	32,059	19,464	17,639	(14,420)	-45.0%	
Health Ins	39,946	45,563	91,286	76,568	50,333	(40,953)	-44.9%	2
HRA Payments	3,400	2,540	23	23	2,914	2,891	12504.4%	3
Dental Insurance	1,640	1,813	2,746	2,253	1,527	(1,219)	-44.4%	
Disability Insurance	1,792	2,142	2,136	3,403	2,382	246	11.5%	4
Life Insurance	-	18	-	65	100	100	0.0%	
Workers Comp	225	186	204	256	6,476	6,272	3071.0%	5
Unemployment	-	-	-	-	-	-	0.0%	
Vision	45	80	118	70	39	(78)	-66.5%	
Retirement	16,262	17,046	23,592	23,119	11,904	(11,689)	-49.5%	
New Positions							0.0%	
Uniforms	-	-	800	273	-	(800)	-100.0%	
Benefits	79,670	88,304	152,965	125,493	93,316	(59,650)	-39.0%	
Total Wages & Benefits	283,521	360,477	385,749	364,321	309,750	(76,000)	-19.7%	

Note #	Line Item	Explanation
1	Wages	<p>Increase in regular wages is driven mainly by the COLA increase (2% Jan 1, estimate 5% July 1) in base wages and step increases as required by the Collective Bargaining Agreement with ATU and the Non-Union Salary Plan approved by the Board of Directors in 2022. Wages related to service improvement are included in this line as well. Staff are estimating 2% Jan 1 and 3% July 1 COLA for non-union staff.</p> <p>Additionally, there have been several reclassifications, accounting for the majority of the decreases in wages seen here. There are several benefit lines that are showing significant decreases based on these moves as well.</p>
2	Health Insurance	Health Insurance is estimated at an increase of 10% over 2026 projected amount.
3	HRA Payments	HRA payments is estimated at an increase of about 10%. This estimate is based on an increase in staffing along with an increase in deductible amounts with the District's health plan that occurred in 2026.
4	Disability Insurance	Disability insurance is showing an increase based on reallocation of expenses between departments. Overall Disability Insurance is estimated at 20% decrease achieved through a change in providers.
5	Workers Compensation	Workers Compensation premiums are increases to about 3% of wages for 2027, vs the historical 2.75% in past years.

**Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft**

Table 14: Marketing and Advocacy Department Budget, continued

USES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2025 Balance	2025 +/- %	Notes
Services and Fees								
Technology Services			-	-	-	-	0.0%	
Advertising	26,734	26,707	92,142	43,642	100,142	8,000	8.7%	6
Other Contracted Services	9,465	29,006	26,000	58,211	35,000	9,000	34.6%	7
Services and Fees	36,199	55,713	118,142	101,853	135,142	17,000	14.4%	
Supplies & Equipment								
Supplies Cust Rel	9,998	11,967	10,000	9,503	10,000	-	0.0%	
Supplies Promo	787	3,899	4,000	8,780	6,000	2,000	50.0%	8
Supplies and Equipment	10,785	15,866	14,000	18,283	16,000	2,000	14.3%	
Utilities								
Phone/Cell/Internet	956	1,005	1,440	1,440	960	(480)	-33.3%	
Utilities	956	1,005	1,440	1,440	960	(480)	-33.3%	
Miscellaneous Expenses								
Dues, Subscriptions & Certifications	1,672	2,467	4,500	4,500	4,500	-	0.0%	
Conferences and Travel	1,539	5,886	6,000	3,181	3,667	(2,333)	-38.9%	
Miscellaneous Expenses	3,211	8,353	10,500	7,681	8,167	(2,333)	-22.2%	
Total Non-Personnel Expenses	51,151	80,937	144,082	129,257	160,269	16,187	11.2%	
Total Base Bus Budget	334,672	441,413	529,832	493,578	470,019	(59,813)	-11.3%	

Note #	Line Item	Explanation
6	Advertising	Advertising for public meetings, service improvements and brand awareness.
7	Other Contracted Services	Increase is related to addition of branding and marketing support related to service expansions and BRT.
8	Supplies Promotion	Increased based on historical spending for supplies needed for promotion.

PLANNING and CUSTOMER SERVICE

Overview and Staffing

The mission of the Planning and Customer Service Department is to ensure Metro's services remain responsive to community needs by planning future transit improvements, identifying new potential riders and stakeholders, and selling fare media and providing information to existing and potential customers. The department advances Metro's ridership and rider satisfaction through effective service planning, customer support, and data analysis.

- **Planning** – Develop and evaluate service plans, monitor system performance, and recommend improvements to ensure Metro's network remains efficient, effective, and aligned with community needs.
- **Customer Service** – Provide fare media sales, trip planning assistance, and responsive support to riders, partners, and the public across multiple communication channels.
- **Data analysis** – Provide Metro staff, the Board of Directors, and the public with clear Key Performance Indicators (KPI's) to support the agency's goals, improve customer service, and identify areas for improvement

The Planning and Customer Service Department includes the following full-time equivalent (FTE) positions and number of employees. The following position is being proposed.

Customer Service Representative — The additional Customer Service Representative will expand CSR staffing from two to three, providing weekend coverage and backup support during absences. This position is budgeted for the 3/4 year in 2027.

Table 12: Planning and Customer Service Staffing

Staffing	2027	
Director of Transit Development	1.00	1.00 * Reclassified from Marketing
Scheduler/Data Analyst	1.00	1.00 * Reclassified from Operations
Customer Service Manager	1.00	1.00 * Reclassified from Marketing
Customer Service Representative	3.00	3.00 * Reclassified from Marketing (2) /New Position Request (1)
Totals	6.00	6.00

*Staffing is based on total position count, not amount budgeted.

Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft

Table 13: Planning and Customer Service Department Budget

USES OF FUNDS	2026 Final Request	2026 Projection	2027 Request	2026 Balance	2026 +/- %	Notes
Wages						
Regular Wages	325,878	266,557	425,859	99,981	30.7%	
New Positions			34,239 ✓	-	0.0%	
Overtime - Customer Service	-	-	10,968	10,968	0.0%	
Add'l Pay (PTO payout, Hlth opt out)	-	4,500	5,000	5,000	0.0%	
Holiday Pay - Worked	-	-	3,504	3,504	0.0%	
Wages	325,878	271,057	479,570	153,692	47.2% ✓	1
Benefits						
FICA/FMLA	-	22,091	36,294	36,294	0.0%	
Health Ins	-	22,125	121,758	121,758	0.0%	
HRA Payments	-	-	2,500	2,500	0.0%	
Dental Insurance	-	765	2,926	2,926	0.0%	
Disability Insurance	-	605	-	-	0.0%	
Life Insurance	-	-	-	-	0.0%	
Workers Comp	-	-	13,326	13,326	0.0%	
Unemployment	-	-	-	-	0.0%	
Vision	-	26	90	90	0.0%	
Retirement	-	5,508	24,493	24,493	0.0%	
New Positions			15,408	15,408	0.0%	
Uniforms	-	200	700	700	0.0%	
Benefits	-	51,321	217,495	217,495	0.0% ✓	2
Total Wages & Benefits	325,878	322,378	697,065	371,187	113.9%	

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by the COLA increase (2% Jan 1, estimate 5% July 1) in base wages and step increases as required by the Collective Bargaining Agreement with ATU and the Non-Union Salary Plan approved by the Board of Directors in 2022. Wages related to service improvement are included in this line as well. Staff are estimating 2% Jan 1 and 3% July 1 COLA for non-union staff. Additionally, this is a newly established department. Therefore, it will take some time to develop some historical budget detail.
2	Benefits	This is a newly established department. It will take some time to develop historical budget detail for benefits, and budget adjustments between departments will likely be needed.

Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft

Table 14: Planning, Marketing and Customer Service Department Budget, continued

USES OF FUNDS	2026 Final Request	2026 Projection	2027 Request	2025 Balance	2025 +/- %	Notes
Services and Fees						
Other Contracted Services	-	-	-	-	0.0%	
Services and Fees	-	-	-	-	0.0%	
Supplies & Equipment						
Fare Media	17,445	17,445	23,000	5,555	31.8%	3
Supplies Planning	-	-	1,000	1,000	0.0%	
Supplies and Equipment	17,445	17,445	24,000	6,555	37.6%	
Utilities						
Phone/Cell/Internet	-	-	960	960	0.0%	
Utilities	-	-	960	960	0.0%	
Miscellaneous Expenses						
Dues, Subscriptions & Certifications	-	-	-	-	0.0%	
Conferences and Travel	-	-	3,667	3,667	0.0%	
Miscellaneous Expenses	-	-	3,667	3,667	0.0%	
Total Non-Personnel Expenses	17,445	17,445	28,627	11,182	64.1%	
Total Base Bus Budget	343,323	339,823	725,692	382,369	111.4%	

Note #	Line Item	Explanation
3	Fare Media	This line was moved from Operations, along with other Customer Service expenditure lines. This amount reflects an increase from 2026 based on estimated smart card and token orders.

ADMINISTRATION

Overview and Staffing

The mission of the Administration Department is to provide strategic leadership and essential business functions that ensure Metro operates effectively, responsibly, and in alignment with organizational goals. The department supports the District through financial stewardship, human resource management, and advocacy and executive leadership.

- **Finance** – Manage the District’s financial resources through budgeting, accounting, reporting, grants administration, and long-term financial planning to ensure fiscal responsibility and sustainability.
- **Human Resources** – Recruit, retain, and support Metro’s workforce through employee relations, benefits administration, professional development, and compliance with employment policies and regulations.
- **Executive Leadership** – Provide organizational leadership, oversight, and policy direction to advance Metro’s mission, foster regional partnerships, and ensure accountability to the Board of Directors and the community.

The Administration Department includes the following full-time equivalent (FTE) positions and number of employees. No additional positions or employees are proposed.

Table 15: Administration Department Staffing

Staffing	2024	2025	2026	2027	
Executive Director	1.00	1.00	1.00	1.00	-
Chief Transportation Officer	1.00	1.00	1.00	1.00	-
Chief Financial Officer	1.00	1.00	1.00	1.00	-
Finance Director	-	-	-	-	-
Director of Gov. Affairs and Community Relations	1.00	1.00	1.00	-	(1.00) * Reclassified to Marketing
HR Director	-	-	-	-	-
HR Manager	1.00	1.00	1.00	1.00	-
Accounting Manager	1.00	1.00	1.00	1.00	-
Procurement Manager	1.00	1.00	1.00	1.00	-
Payroll Specialist	1.00	1.00	1.00	1.00	-
Accounting Assistant	1.00	1.50	1.00	1.00	-
HR Generalist	1.00	1.00	1.00	1.00	-
Recruiting Specialist	0.50	0.50	0.50	0.50	-
Executive Assistant	-	-	-	1.00	1.00 * New Position Request
Administrative Assistant	1.00	1.00	1.00	-	(1.00) * Eliminated Position
Cash Counting Assistant (2 PT Staff)	0.50	0.50	0.50	0.50	-
Totals	12.00	12.50	12.00	11.00	(1.00)

*Staffing is based on total position count, not amount budgeted.

**Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft**

Table 16: Administration Department Budgets

USES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	Notes
Wages								
Regular Wages	926,579	1,022,673	1,055,400	987,948	1,175,643	120,243	11%	1
New Positions								
Overtime - Administration	1,132	14	1,103	-	1,000	(103)	-9%	
Add'l Pay (PTO payout, Hlth opt out)	-	7,279	8,000	10,500	13,830	5,830	73%	2
Holiday Pay - Worked						-	0%	
Total Wages	927,711	1,029,966	1,064,503	998,448	1,190,473	125,970	12%	
Benefits								
FICA/FMLA	68,861	73,426	89,676	75,373	90,501	825	1%	
Health Ins	148,827	183,303	286,635	186,835	305,552	18,918	7%	3
HRA Payments	4,599	4,349	7,153	7,153	4,990	(2,163)	-30%	
Dental Insurance	6,780	7,326	9,539	7,266	6,811	(2,728)	-29%	
Disability Insurance	15,555	15,839	6,708	14,937	10,456	3,747	56%	4
Life Insurance	16	86	-	266	400	400	0%	
Workers Comp	6,078	5,019	5,511	6,814	36,421	30,910	561%	5
Unemployment	1,914	(1,595)	-	-	5,000	5,000	0%	
Vision	303	339	370	246	220	(149)	-40%	
Retirement	74,320	72,224	74,079	84,989	65,325	(8,754)	-12%	
New Positions								
Uniforms	254	88	-	-	-	-	0%	
Total Benefits	327,507	360,405	479,671	383,879	525,676	46,005	10%	
Total Wages & Benefits	1,255,218	1,390,371	1,544,174	1,382,328	1,716,150	171,976	11%	

Note #	Line Item	Explanation
1	Wages	Increase in regular wages is driven mainly by the Non-Union Salary Plan approved by the Board of Directors in 2022. Staff are estimating 2% Jan 1 and 3% July 1 COLA for non-union staff.
2	Add Pays	Estimated increase related to expected health insurance opt out payments.
3	Health Insurance	Health Insurance is estimated at an increase of 10% over 2026 projected amount.
4	Disability Insurance	Disability insurance is showing an increase based on reallocation of expenses between departments. Overall Disability Insurance is estimated at 20% decrease achieved through a change in providers.
5	Workers Compensation	Workers Compensation premiums are increases to about 3% of wages for 2027, vs the historical 2.75% in past years.

**Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft**

Table 17: Department Budgets- Administration, continued

USES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	Notes
Services and Fees								
Tuition Reimbursement	960	1,026	6,000	474	3,000	(3,000)	-50%	
Wellness Program	314	439	5,000	5,000	4,400	(600)	-12%	
Legal Fees	177,754	64,627	83,000	79,415	104,500	21,500	26%	
Audit Fees	26,500	30,800	33,450	32,450	46,200	12,750	38%	6
Temporary Help	4,674	88,832	-	-	-	-	0%	
Employment Services	10,581	15,532	22,000	19,428	20,000	(2,000)	-9%	
Benefit Administration Fees	7,255	9,762	10,000	9,561	10,100	100	1%	
Technology Services						-	0%	
Bank and CC Fees	38,300	58,768	76,531	76,531	75,727	(804)	-1%	
Advertising	48,059	40,403	54,642	95,885	61,000	6,358	12%	7
Postage	2,239	2,772	3,000	2,739	3,000	-	0%	
Other Contracted Services	77,215	12,255	14,500	5,500	5,500	(9,000)	-62%	
Office Machines Maintenance	5,653	5,510	7,000	6,111	7,500	500	7%	
Miscellaneous Services	2,641	3,685	4,500	4,500	-	(4,500)	-100%	
Services and Fees	402,144	334,411	319,623	337,594	340,927	21,304	7%	
Supplies & Equipment								
HR Supplies	60	599	2,500	1,000	2,500	-	0%	
Office Supplies	14,648	19,137	15,000	18,089	15,000	-	0%	
Minor Equipment	1,502	57	14,000	14,000	10,000	(4,000)	-29%	
Supplies and Equipment	16,211	19,794	31,500	33,089	27,500	(4,000)	-13%	
Utilities								
Heating Fuel	93,540	112,190	159,000	180,000	230,000	71,000	45%	8
Electricity	108,206	135,602	160,000	185,000	195,000	35,000	22%	9
Water/Sewer/Stormwater	32,908	35,257	35,014	33,608	38,956	3,942	11%	
Phone/Cell/Internet	2,408	2,252	2,880	2,880	2,400	(480)	-17%	
Utilities	237,062	285,302	356,894	401,488	466,356	109,462	31%	
Insurance								
Auto/Liability/Property Insurance	402,432	460,824	489,385	511,332	561,504	72,119	15%	10
Insurance	402,432	460,824	489,385	511,332	561,504	72,119	15%	
Miscellaneous Expenses								
Dues, Subscriptions & Certifications	36,781	36,937	43,315	39,815	47,380	4,065	9%	
Conferences and Travel	9,827	13,663	22,736	11,043	11,001	(11,735)	-52%	
Meals and Hosting	20,639	14,078	15,000	18,000	15,000	-	0%	
Miscellaneous Expenses	67,247	64,679	81,051	68,858	73,381	(7,670)	-9%	
Total Non-Personnel Expenses	1,125,095	1,165,009	1,278,453	1,352,360	1,469,667	191,214	15%	
Total Base Bus Budget	2,380,313	2,555,380	2,822,627	2,734,688	3,185,817	363,190	13%	

Note #	Line Item	Explanation
6	Audit Fees	The increase in audit fees is related to the new contract with RKO for a 5-year term with increased rates, as well as an estimate for annual ADA Paratransit service provider audit to maintain compliance with FTA requirements.
7	Advertising	Increased costs related to advertising for job postings. Staff continue to evaluate opportunities for effective alternate methods of advertising.
8	Heating Fuel	Increase in heating fuel is related to natural gas supply contract renewal in 2026 with a 65% rate increase. The 2026 budget was adjusted in February to add capacity to this line in anticipation of this increase.
9	Electricity	2026 Projection estimates over budget. Increase bases on 2026 projection and estimated price increases.
10	Auto/Liability/Property Insurance	Increased by estimated 10%, will update once initial discussions for 2027 policy renewals begin

CAPITAL AND RESERVES

Table 18: Base Bus Budget: Capital

USES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	Notes
Debt Service								
Interest Expense Short Term	76,623	56,296	43,000	50,000	50,000	7,000	16.3%	1
Interest Expense Long Term	28,501	23,984	25,668	25,668	23,157	(2,511)	-9.8%	
Debt Service Principal	199,150	199,150	199,150	199,150	225,475	26,325	13.2%	2
Debt Service	304,274	279,430	267,818	274,818	298,632	30,814	11.5%	
Capital & Reserves								
Contribution to Unrest Balance	-	-	20,000	-	20,000	-	0.0%	
GF Cap Outlay for Oth Cap Itms	345,100	213,560	199,089	199,089	185,593	(13,496)	-6.8%	
GF Cap Outlay for Capital	34,366	74,827	-	469	-	-	0.0%	
Transfers	14,266	-	-	263,885	-	-	0.0%	
Capital & Reserves	393,732	288,387	219,089	463,443	205,593	(13,496)	-6.2%	
Total Base Bus Budget	698,006	567,817	486,907	738,261	504,225	17,318	3.6%	

Note #	Line Item	Explanation
1	Long Term Interest	Interest expense related to Bond payments and interest due.
2	Capital Items	Based on the 2027-2031 CIP, included as attachment B.

Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft

REVENUE

Table 19: Base Bus Budget: Revenue

SOURCES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	Notes
Fare Revenue								
Passenger Fares	1,734,225	1,972,265	2,149,315	2,005,998	2,386,621	237,306	11.0%	
Passenger Fares- Micro				4,243	17,506	17,506	0.0%	
Organization Paid Fares	606,169	589,723	669,004	707,561	814,515	145,512	21.8%	
Organization Route Guarantees	330,167	419,006	461,653	461,653	386,278	(75,375)	-16.3%	
Total Fare Revenue	2,670,561	2,980,994	3,279,972	3,179,455	3,604,920	324,949	9.9%	1
Miscellaneous Revenue		397,515						
Advertising Revenue	236,907	241,819	243,600	243,600	226,200	(17,400)	-7.1%	2
Vehicle Maint Services	40,465	6,540	5,000	5,000	5,000	-	0.0%	
Sale of Fuel	50	1,334	-	65	-	-	0.0%	
Interest Income	152,185	129,396	110,000	100,439	80,000	(30,000)	-27.3%	
Reimbursements of Auto Fare fees	17,463	5,811	5,000	7,907	6,000	1,000	20.0%	
Wellness Grant Reimbursements	1,300	605	3,500	3,500	4,400	900	25.7%	
Training Grant Reimbursements	3,918	-	2,000	-	-	(2,000)	-100.0%	
Miscellaneous Income	93,832	36,116	5,000	4,152	4,000	(1,000)	-20.0%	
Claims Recovery	102,151	89,514	75,000	75,000	75,000	-	0.0%	
Total Other Revenue	648,270	511,135	449,100	439,662	400,600	(48,500)	-10.8%	
Municipal Funding								
Non-Member Municipal Funding (Gorham/Scarborough)			-		145,000	145,000	100.0%	3
Member Municipal Funding: Operations	4,299,570	5,100,399	5,785,082	5,785,079	6,796,943	1,011,861	17.5%	4
Municipal Funding: CIP Local Match	345,102	213,560	199,089	199,090	185,593	(13,496)	-6.8%	5
Municipal Funding: Svc Veh Local Match		44,551	-		-	-	0.0%	
Total Municipal Revenue	4,644,672	5,358,510	5,984,171	5,984,169	7,127,536	1,143,365	19.1%	
State Funding								
Maine Turnpike Funding- Svc Imp			130,500	130,500	576,827	446,327	342.0%	6
State Operating Subsidy- Svc Imp- Scarborough					132,923			
State Operating Subsidy- Svc Imp- Micro			47,850	47,850	96,545	48,695	101.8%	7
State Operating Subsidy	477,494	773,874	753,153	753,153	734,290	(18,863)	-2.5%	8
Total State Revenue	477,494	773,874	931,503	931,503	1,540,585	609,082	65.4%	
Federal Funding								
Federal Operating Assistance	4,617,398	4,690,835	5,584,652	5,469,564	6,000,000	415,349	7.4%	9
Federal Operating Assistance- Mobility 80/20					45,840	45,840	0.0%	10
Federal Operating Assistance- Prior Year			325,000	325,000		(325,000)	-100.0%	11
Federal Operating Assistance- Svs Imp			130,500	130,500	647,000	516,500	395.8%	12
Federal Operating Assistance- Micro Svs Imp			47,850	47,850	191,400	143,550	300.0%	13
Federal Fuel Reimbursement	124,819	40,298	25,000	(40,298)	-	(25,000)	-100.0%	14
Federal Prev Maint Assistance	1,285,278	1,829,000	2,000,000	2,000,000	2,540,000	540,000	27.0%	15
Federal ARPA	586,754	1,304,552	544,527	529,949	-	(544,527)	-100.0%	16
Total Federal Revenue	6,614,249	7,864,685	8,657,529	8,462,565	9,424,240	766,712	8.9%	
Total Revenue	\$ 15,055,246	\$ 17,489,198	\$ 19,302,274	\$ 18,997,355	\$ 22,097,882	\$ 2,795,607	14.5%	

Note #	Line Item	Explanation
1	Fare Revenue	Fare revenue for 2026 is projected to be under budget. Staff are estimating a modest increase in fare revenue over the 2026 budget amount, due to the fare increase and tap to ride, both implemented in the fall of 2026. Organizational Route Guarantee revenue is decreasing due to the no-renewal of the BIW/BREEZ pilot route.
2	Advertising	Advertising revenue is trending to be on budget for 2026. However, Metro's new advertising contract signed in late summer of 2026 decreased Metro's share of the revenue. Therefore, staff are projecting a decrease in advertising revenue for 2027.
3	Non-Member Municipal Funding	Amount reflects local contribution from Scarborough for service improvements related to Route 25 and microtransit launch in the fall if 2026.
4	Member Mun. Funding	Amount reflects the local funding from member municipalities to support planned programs and operations in FY 2027. Current figure represents an 17.5%% increase in funding for operations.

**Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft**

Note #	Line Item	Explanation
5	Municipal Funding (CIP)	Amount reflects a 6.8% decrease for municipal funding needed to implement the proposed FY 2026-2030 CIP.
6	Maine Turnpike Funding	Maine Turnpike Authority funding is allocated to the Route 25 service improvements scheduled to launch in the fall of 2026.
7	State Funding Svc Improvements	Additional State funding is allocated to the Route 25 service improvements scheduled to launch in the fall of 2026.
8	State Operating Funding	State funding for operations remains flat from 2026.
9	Federal 5307 (Operating)	Amount reflects an anticipated increased amount of Federal funding staff are planning to request through the PACTS funding allocation process.
10	Federal 5307 (Mobility 80/20)	Amount reflects Federal funding allocated to eligible mobility projects. Allocating funding to this source allows a lower requirement of local match. Staff are allocating expenses related to CAD/AVL and VIA microtransit software to this funding source.
11	Federal 5307 carryforward	At this time staff have not included an estimate of Federal carryforward funding in the 2027 budget draft.
12	Federal 5307 Funding Svc Improvements	Additional Federal 5307 funding is allocated to the Route 25 service improvements scheduled to launch in the fall of 2026.
13	Federal 5307 Funding Svc Improvements Micro	Additional Federal 5307 funding is allocated to the Route 25 service improvements scheduled to launch in the fall of 2026.
14	Federal Fuel Reimbursement	This was revised with the BBB in 2025. Metro accrued approximately \$40k in revenue related to this in 2025, which will be corrected in 2026. This has been removed as a revenue source for the 2027 budget.
15	Federal 5307 (Preventative Maintenance 80/20)	Amount reflects an anticipated increased amount of Federal funding staff are planning to request through the PACTS funding allocation process.
16	Federal ARPA (Service Improvements)	ARPA funding for service improvement fully exhausted in 2026.

MUNICIPAL ASSESSMENTS

The table below lists local funding needed per municipality and adds in the local funding associated with the agency's property lease. Both of these cost elements impact local assessments. ADA paratransit costs do not impact the local assessment. These costs are ridership driven, so municipalities are billed monthly for 20% of the cost of these trips.

Table 20: 2026 Municipal Assessments- Cost Allocation

Municipality	FY 2026 Actual	Debt Service	FY 2027			Change	
			Fixed	Variable	Total	%	\$
Brunswick	\$ 131,547	\$ 3,269	\$ 19,086	\$ 130,817	\$ 153,172	16.4%	\$ 21,626
Falmouth	\$ 322,274	\$ 17,109	\$ 41,800	\$ 361,506	\$ 420,415	30.5%	\$ 98,140
Freeport	\$ 131,547	\$ 3,269	\$ 19,086	\$ 130,817	\$ 153,172	16.4%	\$ 21,626
Gorham	\$ 128,880	\$ 2,583	\$ 32,493	\$ 107,516	\$ 142,593	10.6%	\$ 13,713
Portland	\$ 3,598,380	\$ 212,350	\$ 576,943	\$ 3,348,469	\$ 4,137,762	15.0%	\$ 539,382
Scarborough	\$ -			\$ 145,000	\$ 145,000		\$ 145,000
South Portland	\$ 729,381	\$ 12,937	\$ 116,278	\$ 802,876	\$ 932,092	27.8%	\$ 202,711
Westbrook	\$ 908,665	\$ 43,844	\$ 125,333	\$ 819,033	\$ 988,210	8.8%	\$ 79,545
Yarmouth	\$ 131,547	\$ 3,269	\$ 19,086	\$ 130,817	\$ 153,172	16.4%	\$ 21,626
Annual Total	\$ 6,082,220	\$ 298,632	\$ 950,105	\$ 5,976,851	\$ 7,225,588	18.8%	\$ 1,143,368

Total assessment figures presented above represent all municipal funding, including funding allocated to the operating lease of 151 St. John Street. Individually, Municipal assessments for operating are increasing by 17.5%, funding for the operating lease is seeing no change and funding for Metro's 5-year capital improvement program is decreasing by 6.8%. Additionally, there is an increase in Municipal non-member funding from the Town of Scarborough of \$145,000.

ADA PARATRANSIT

Table 20: ADA Paratransit Budget

USES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	Notes
ADA Paratransit								
Contracted Services	\$ 410,475	\$ 627,580	\$ 713,905	\$ 713,905	\$ 794,148	80,243	11.2%	1
Total ADA Paratransit Service	410,475	627,580	713,905	713,905	794,148	80,243	11.2%	
Total Expenditures	410,475	627,580	713,905	713,905	794,148	80,243	11.2%	
SOURCES OF FUNDS	2024 Projection	2025 Actual	2026 Final Request			2026 +/- \$	2026 +/- %	Notes
Municipal Funding								
Municipal Funding	81,764	125,485	\$ 139,668	\$ 142,781	\$ 158,830	19,162	13.7%	2
Total Municipal Funding	81,764	125,485	139,668	142,781	158,830	19,162	13.7%	
Federal Funding								
FTA Section 5307	328,380	492,000	\$ 558,672	\$ 571,124	\$ 635,319	76,647	13.7%	3
Total Federal	328,380	492,000	558,672	571,124	635,319	76,647	13.7%	
Total Revenue	410,144	617,485	698,340	713,905	794,148	95,808	13.7%	
Surplus/(Deficit)	(331)	(10,095)	(15,565)	-	0	15,565	-100.0%	

Note #	Line Item	Explanation
1	Contracted Serv.	Metro has a contract with the Regional Transportation Program (RTP) to provide complementary ADA Paratransit services. Metro's cost is based on a negotiated net cost per trip boarding, which was increased in 2026 and contracted to increase in 2027. Ridership has been increasing in 2026. For FY 2027, staff are assuming ridership continues to increase.
2	Mun. Funding	Municipalities are billed directly for 20% of the actual cost of ADA paratransit trips that originate in their jurisdictions.
3	Federal Funding (5307)	Metro receives federal funding to cover 80% of the cost of ADA paratransit.

Table 21: ADA Paratransit Ridership: 2022-2024

2024	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	%
Falmouth	20	23	25	17	18	10	16	17	19	17	17	15	214	1%
Gorham	18	23	24	18	19	19	18	14	27	27	20	18	245	1%
Portland	1,036	1,012	936	948	1,008	915	971	1,085	961	1,144	1,077	1,002	12,095	59%
South Portland	370	359	305	346	357	351	378	393	377	427	381	357	4,401	21%
Westbrook	255	249	287	269	341	275	320	329	315	317	306	299	3,562	17%
Total	1,699	1,666	1,577	1,598	1,743	1,570	1,703	1,838	1,699	1,932	1,801	1,691	20,517	100%
2025	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	%
Falmouth	15	11	24	21	17	15	18	15	12	12	6	20	186	1%
Gorham	25	17	30	37	41	39	32	39	36	40	37	42	415	2%
Portland	1,012	858	1,079	1,130	1,148	1,051	1,058	988	1,000	1,065	896	930	12,215	58%
South Portland	254	286	363	342	354	390	414	463	448	396	323	339	4,372	21%
Westbrook	266	223	322	326	349	289	361	389	385	418	325	333	3,986	19%
Total	1,572	1,395	1,818	1,856	1,909	1,784	1,883	1,894	1,881	1,931	1,587	1,664	21,174	100%
2026	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	%
Falmouth	10	7	8	10	8	20	20	16	13	13	6	22	153	1%
Gorham	30	31	35	19	31	47	57	42	39	43	40	45	460	2%
Portland	943	937	1,162	1,182	1,069	1,140	1,060	1,070	1,083	1,153	970	1,007	12,775	56%
South Portland	362	311	446	492	426	475	525	501	485	429	350	367	5,169	23%
Westbrook	357	315	327	291	270	295	291	421	417	453	352	361	4,149	18%
Total	1,702	1,601	1,978	1,994	1,804	1,977	1,953	2,051	2,037	2,091	1,718	1,802	22,707	100%
	0.08	0.15	0.09	0.07	(0.06)	0.11	0.04	0.08	0.08	0.08	0.08	0.08	0.07	

115 ST. JOHN'S Property

Table 22: 115 St. John's Street Property

USES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	Notes
Services and Fees								
Arch/Eng Fees						-	0.0%	
Legal Fees						-	0.0%	
Property Management Fees- Broker, Cam, Etc		9,119	9,305	9,305	7,077	(2,228)	-23.9%	
Maintenance Services- 115 St John St.						-	0.0%	
Snow Plowing/Removal- 115 St John St.						-	0.0%	
Supplies						-	0.0%	
Total Services and Fees	-	9,119	9,305	9,305	7,077	(2,228)	-23.9%	1
Rental Fees								
Rental Fees	339,257	346,042	352,963	352,963	360,022	7,059	2.0%	
Property Taxes	39,151	41,759	45,702	45,702	49,356	3,654	8.0%	
Total Rental Fees	378,408	387,801	398,665	398,665	409,378	10,713	2.7%	2
CAM Charges								
Management Fees	78,031	12,851	14,119	14,119	14,401	282	2.0%	
General R&M		4,670	5,181	5,181	5,340	159	3.1%	
General Administration		49,892	53,788	53,788	55,404	1,616	3.0%	
Total CAM Charges	78,031	67,413	73,088	73,088	75,145	2,057	2.8%	3
Property Insurance								
Property Insurance- 115 St. John Street	20,579	29,287	18,452	18,452	19,380	928	5.0%	
Total Insurance	20,579	29,287	18,452	18,452	19,380	928	5.0%	4
Total Expenditures	477,017	493,620	499,510	499,510	510,980	11,470	2.3%	
SOURCES OF FUNDS	2024 Actual	2025 Actual	2026 Final Request	2026 Projection	2027 Request	2026 +/- \$	2026 +/- %	Notes
Other Revenue								
Reimbursements- Insurance		23,357	18,452	18,452	19,380	928	5.0%	
Reimbursements- Taxes		42,230	45,702	45,702	49,356	3,654	8.0%	
Reimbursements- Maintenance and Repair		-	-	-	-	-	0.0%	
Management Fees		7,296	7,442	7,442	7,591	149	2.0%	
Rental of Property- 115 St. John's St.	252,785	182,404	186,052	186,052	189,773	3,721	2.0%	
Total Other Revenue	252,785	255,287	257,649	257,649	266,100	8,452	3.3%	6
Municipal Funding								
Municipal Assessment for Operating	94,244	96,132	98,052	98,052	98,052	-	0.0%	
Total Municipal Funding	94,244	96,132	98,052	98,052	98,052	-	0.0%	6
State Funding								
State Operating Subsidy	239,347	244,134	207,015	207,015	207,015	-	0.0%	
Total State Funding	239,347	244,134	207,015	207,015	207,015	-	0.0%	7
Total Revenue	586,376	595,553	562,716	562,716	571,167	8,452	1.5%	
Surplus/(Deficit)	109,359	101,933	63,206	63,206	60,187	(3,019)	-4.8%	

**Greater Portland Transit District:
FY 2027 Operating and Capital Budget- Final Draft**

Note #	Line Item	Explanation
1	Service-Fees	Anticipated services and maintenance expenses for building.
2	Rental Fees	This figure represents the base lease cost and taxes for FY 2027.
3	CAM Charges	Based on 2026 actual, increased by 3% estimate.
4	Insurance	Based on 2026 actual, increased by 5% estimate.
5	Other Revenue	Anticipated revenue from sub-leasing entire building.
6	Mun. Funding	Municipal funding approved by the Board of Directors in July 2021 through 2026.
7	State Funding	Funding committed to Metro by the Maine Department of Transportation. This is the last year of committed funding for this project from MDOT.

2026-2030 CAPITAL IMPROVEMENT PROGRAM

PROGRAM SUMMARY

	Funds Rem.	2026	2027	2028	2029	2030	2031
Total	4,697,572	6,006,095	28,748,378	18,205,037	45,071,572	100,180,910	70,119,373
Federal (5307)	3,105,873	2,251,996	414,000	2,204,029	2,581,858	2,384,728	1,380,098
Federal (BUILD)	-	-	-	-	25,000,000	25,000,000	-
Federal (TBD)	-	-	-	4,000,000	4,000,000	48,000,000	48,000,000
Federal (5339)	86,456	2,596,305	22,694,542	4,165,000	2,890,000	4,250,000	-
Federal (CARES)	152,135	-	-	-	-	-	-
Federal (ARPA)	465,111	177,500	-	-	-	-	-
Federal (5310)	-	-	-	-	-	-	-
State	111,000	510,250	467,871	1,907,500	5,105,000	10,375,000	10,000,000
State (Federal CMAQ)	-	-	-	4,400,000	3,000,000	3,000,000	3,000,000
Maine Turnpike Auth.	-	-	-	-	-	6,000,000	6,000,000
Local (Bond)	-	263,250	374,871	767,500	455,000	575,000	200,000
Local (Assessment)	759,497	199,089	185,593	741,007	831,464	581,932	345,025
Local (Non-Member Assessment)	10,000	10,000	-	-	-	-	-
Local Assessment (In kind)	-	-	4,611,500	-	1,194,250	-	1,194,250
Local Assess (Projects)		199,089	185,593	741,007	831,464	581,932	345,025
Local Assess (Cap Res.)	-	-	-	-	-	-	-
Local (Debt Service)	-	224,904	248,632	296,304	289,083	289,303	301,257
Total		423,993	434,225	1,037,311	1,120,548	871,235	646,281

100 PLANNING & PROGRAMS

	Funds Rem.	2026	2027	2028	2029	2030	2031
101 Service Planning							
<i>Program of funds to support agency planning goals</i>							
2028 - Facility Site Service and Network Planning							
2028 - Facility Site Service and Network Planning							
Total	-	5,721	-	100,000	-	-	-
Federal (5307)	-	-	-	80,000	-	-	-
Federal (5310)	-	-	-	-	-	-	-
State	-	-	-	-	-	-	-
Local (Bond)	-	-	-	-	-	-	-
Local (Assessment)	-	5,721	-	20,000	-	-	-
102 Planning Projects							
<i>Bus Rapid Transit Project.</i>							
<i>Funds remaining: \$53,525 ME-2016-016, \$68,301 CARES ME-2020-010</i>							
<i>So Portland (ME-2022-012) 5307* Planning funding awaiting FTA obligation \$33,849</i>							
Total	106,002	-	-	5,000,000	5,000,000	60,000,000	60,000,000
Federal (5307)	24,371	-	-	-	-	-	-
Federal (CARES)	-	-	-	-	-	-	-
Federal (TBD)	-	-	-	4,000,000	4,000,000	48,000,000	48,000,000
State	-	-	-	800,000	800,000	6,000,000	6,000,000
Maine Turnpike Auth.	-	-	-	-	-	6,000,000	6,000,000
Local (Bond)	-	-	-	-	-	-	-
Local (Assessment)	81,631	-	-	200,000	200,000	-	-
103 Planning Projects							
<i>Fare analysis</i>							
Total	-	10,000	-	-	-	-	-
Federal (5307)	-	-	-	-	-	-	-
Federal (5339)	-	-	-	-	-	-	-
Federal (5310)	-	-	-	-	-	-	-
State	-	10,000	-	-	-	-	-
Local (Bond)	-	-	-	-	-	-	-
Local (Assessment)	-	-	-	-	-	-	-

200 FACILITIES: MAINTENANCE

	Funds Rem.	2026	2027	2028	2029	2030	2031
201 Facility Renovations-Major Component Replacement							
<i>Unspent funding for Backup Generator (\$125,000), and HVAC (\$64,600) CNG Rehab (278,968), Pulse Repairs</i>							
2026 - Elm Street Rehab allowing for public utilization.							
2027 - Replace hot water heater and storage tanks							
2028 - Repair broken exterior wall (parking lot & Valley), replace damaged exterior doors, ifre prevention upgrades							
2029-2031 - Upgrades/replacements for: plumbing fixtures, storm piping & system, electrical panels and distribution							
Total	468,568	275,000	200,000	600,000	750,000	750,000	750,000
Federal (5307)	374,854	220,000	160,000	480,000	600,000	600,000	600,000
Federal (5310)	-	-	-	-	-	-	-
State	-	-	-	-	-	-	-
Local (Bond)	-	-	-	-	-	-	-
Local (Assessment)	93,714	55,000	40,000	120,000	150,000	150,000	150,000
202 Safety-Security Maintenance/Upgrades							
<i>Remaining funds (\$8,000) Local collected, grant not programed.</i>							
2028 - Full facility integrated security camera system (Elm and Valley) \$45k							
2028 - Add cameras for interior of garage bays and operations/HR area, purchase firesafe cabinets for garage							
2028 - Retrofit of full fleet for integrated wireless/real-time security system (safefleet), inc. installation							
Total	8,000	-	-	334,000	-	-	-
Federal (5307)	-	-	-	267,200	-	-	-
Federal (ARPA)	-	-	-	-	-	-	-
Federal (5310)	-	-	-	-	-	-	-
State	-	-	-	-	-	-	-
Local (Bond)	-	-	-	-	-	-	-
Local (Assessment)	8,000	-	-	58,800	-	-	-
203 Maintenance Equipment							
<i>Remaining Funds: \$106,945 (ME-2021-016- Maintenance Equip)</i>							
2027 - Light duty tire machine (non-rev & micro)							
2027 - Snow removal equipment (\$93k from MaineDOT discretionary)							
2028 - Planning, design and build of a paint shop + fire supression, on wheel brake lathe, gas powered post driver, hot parts washer							
2029 - rechargeable battery station and handheld tools for general use, alignment machine							
2030-2031 - Outfit engine / machine room (TIG welder, plasma cutter, exhaust/ventilation, metal lathe)							
Total	106,945	-	160,000	380,000	43,000	-	-
Federal (5307)	85,556	-	66,000	304,000	34,400	-	-
Federal (5310)	-	-	-	-	-	-	-
State	-	-	93,000	-	-	-	-
Local (Bond)	-	-	-	-	-	-	-
Local (Assessment)	21,389	-	1,000	76,000	8,600	-	-
204 Fuel Tracking and Tank Replacement							
2027 - Upgrading existing 30-year tank and equipment to 2027 code for extension (piping, spill buckets, sump, and labor)- Applying \$14,907 of unused AVL Local Match							
2031 - Automated fleet fueling system, tank and dispenser replacement							
Total	-	-	210,093	-	-	-	550,000
Federal (5307)	-	-	180,000	-	-	-	440,000
Federal (5310)	-	-	-	-	-	-	-
State	-	-	-	-	-	-	-
Local (Bond)	-	-	-	-	-	-	-
Local (Assessment)	-	-	30,093	-	-	-	110,000

PROGRAM SUMMARY		Funds Rem.	2026	2027	2028	2029	2030	2031
300 VEHICLE MAINTENANCE & ACQUISITION		Funds Rem.	2026	2027	2028	2029	2030	2031
301 Mid-Life Fleet Refurbishments <i>Replacement of major components (engines, transmissions) and vehicle refurbishments of any bus at mid-life or older.</i> <i>2026: Local Match for Current Year and \$9,868 required local match for Grant received from South Portland Merger</i> <i>Funds Remaining: \$96,146 (ME-2021-016), \$300,000 (ME-2024-010), \$49,340 (5339- ME-2024-010)</i>	Total	445,487	159,868	-	270,122	270,122	270,122	270,123
	Federal (5307)	316,917	120,000	-	216,098	216,098	216,098	216,098
	Federal (5339)	39,472		-	-	-	-	-
	Federal (5310)	-	-	-	-	-	-	-
	State	-	-	-	-	-	-	-
	Local (Bond)	-	-	-	-	-	-	-
	Local (Assessment)	89,098	39,868	-	54,024	54,024	54,024	54,025
302 Fleet Replacements <i>GP Metro adheres manages to the FTA Uesful Life Benchmark (ULB) of 14 years, but aims to replace buses at years 13 and 14 in order to allow flexibility based on individual buses' condition.</i> <i>Replace two (2) 2011 diesel Gillig buses in FY 2026 with diesel New Flyers using existing contract.</i> <i>Replace three (3) 2011 Gillig Diesel buses, two (2) 2014 Gillig CNG buses and two (2) 2022 Proterra Electric Buses in FY 2027 with diesel buses.</i> <i>Replace three (3) 2014 CNG Gillig buses in FY 2028 with hybrid electric buses.</i> <i>Replace two (2) 2016 Diesel Gillig buses in FY 2029 with hybrid electric buses, replace five (5) 2018 CNG New Flyer buses in FY 2030 with hybrid electric buses.</i>	Total	47,798	3,502,801	4,998,285	2,900,000	2,000,000	5,000,000	-
	Federal (5307)	-	379,996	-	-	-	-	-
	Federal (5339)	46,984	2,596,305	4,248,542	2,465,000	1,700,000	4,250,000	-
	Federal (5310)				-	-	-	-
	State		263,250	374,871	217,500	150,000	375,000	-
	Local (Bond)	-	263,250	374,871	217,500	150,000	375,000	-
	Local (Assessment)	814		-	-	-	-	-
303 Support Vehicle Replacement/Acquisitions <i>2027 - Replace 2015 Nissan Leaf with 2027 Ford Interceptor SUV (Using funds remaining)</i> <i>2028 - Replace 2013 Chevy S3500, add dump body</i> <i>2029 - Replace 2019 Honda Clarity with 2029 EV sedan, and 2020 F350 with 2029 F350</i> <i>2030 - Replace 2022 Chevy S3500 and Nissan Leaf with 2030 F350 and Ford Interceptor</i> <i>Remaining funds \$7,400 (from sale of retired vehicle), \$1,135 (remaining CARES funding), \$2,000 in 2023 and \$13,000 in 2024 local match collected but grant not programed can be applied to future needs.</i> <i>ME-2023-044 grant \$40,000</i>	Total	63,535			120,000	140,000	142,500	-
	Federal (5307)	32,000	-	-	96,000	112,000	114,000	-
	Federal (CARES)	1,135		-	-	-	-	-
	Federal (5310)			-	-	-	-	-
	State		-	-	-	-	-	-
	Local (Bond)		-	-	-	-	-	-
	Local (Assessment)	30,400	-	-	12,000	14,000	14,250	-
304 Microtransit Fleet Expansion <i>2028 - 2 additional micro vans for expansion</i> <i>2029 - 2 additional micro vans for expansion</i> <i>2030 - 2 additional micro vans for expansion</i>	Total	555,000	555,000	-	370,000	377,400	384,948	-
	Federal (5307)	444,000	444,000	-	296,000	301,920	307,958	-
	Federal (5310)	-	-	-	-	-	-	-
	State	111,000	111,000	-	-	-	-	-
	Local (Bond)	-	-	-	-	-	-	-
	Local (Assessment)	-	-	-	74,000	75,480	76,990	-
	Local (Non-Member Assessment)	-	-	-	-	-	-	-
305 Fleet Expansion <i>Service Expansion: South Portland Frequency Improvements, Route 5 Roux Extension, Bi-directional Route 8</i> <i>FY 2028 Purchase three (3) diesel buses for service expansion</i> <i>FY 2029 Purchase two (2) diesel buses for service expansion</i>	Total	-	-	-	2,000,000	1,400,000	-	-
	Federal (5307)	-	-	-	-	-	-	-
	Federal (5339)	-	-	-	1,700,000	1,190,000	-	-
	State	-	-	-	150,000	105,000	-	-
	Local (Bond)	-	-	-	150,000	105,000	-	-
	Local (Assessment)	-	-	-	-	-	-	-
400 BUS STOP IMPROVEMENTS		Funds Rem.	2026	2027	2028	2029	2030	2031
401 General Bus Stop Improvements <i>This project is aimed at general bus stop improvements including installation of shelters, seating, signage, and access improvements where needed. GP Metro plans to use consultant assistance to perform a full bus stop inventory and recommend design and amenity standards.</i> <i>2026: \$50,000 for Service Expansion to Scarborough/South Portland & \$100,000 for general bus stop improvements. \$10,000 local match to be collected in 2027.</i>	Total	123,875	150,000	10,000	-	371,800	483,340	-
	Federal (5307)	115,100	120,000	-	-	297,440	386,672	-
	Federal (5310)			-	-	-	-	-
	State			-	-	-	-	-
	Local (Bond)			-	-	-	-	-
	Local (Assessment)	8,775	10,000	10,000	-	74,360	96,668	-
	Local (Non-Member Assessment)	10,000	10,000	-	-	-	-	-
402 Transit Stop Access Project <i>Planning-design work completed in prior years. Amounts shown are for construction/inspection. Remaining amount includes \$279,037 (ME-2023-012), \$1,019,990 (ME-2023-044), \$767,973 (ME-2024-010) from prior grants which covers design-engineering.</i>	Total	2,067,000	46,205	-	475,000	475,000	-	-
	Federal (5307)	1,430,370	-	-	340,000	340,000	-	-
	Federal (ARPA)	279,037	-	-	-	-	-	-
	Federal (5310)		-	-	-	-	-	-
	State		-	-	50,000	50,000	-	-
	Local (Bond)		-	-	-	-	-	-
	Local (Assessment)	357,593	46,205	-	85,000	85,000	-	-

PROGRAM SUMMARY		Funds Rem.	2026	2027	2028	2029	2030	2031
500 TECHNOLOGY INTEGRATIONS		Funds Rem.	2026	2027	2028	2029	2030	2031
501 Fare Collection System <i>2030 - Full procurement for fare collection system and hardware with plan to install by 2031</i>	Total	-	-	-	-	-	950,000	-
	Federal (5307)	-	-	-	-	-	760,000	-
	Federal (5310)	-	-	-	-	-	-	-
	State	-	-	-	-	-	-	-
	Local (Bond)	-	-	-	-	-	-	-
	Local (Assessment)	-	-	-	-	-	190,000	-
502 Transit Signal Priority <i>Funds Remaining: \$8,574 (ME-2023-012), \$214,000 (ME-2024-010), \$151,000 (ME-2020-010- CARES)</i>	Total	373,574	-	-	-	-	-	-
	Federal (5307)	171,200	-	-	-	-	-	-
	Federal (CARES)	151,000	-	-	-	-	-	-
	Federal (ARPA)	8,574	-	-	-	-	-	-
	State	-	-	-	-	-	-	-
	Local (Assessment)	42,800	-	-	-	-	-	-
503 CAD/AVL System Replacement <i>2029 - Full procurement of CAD/AVL and scheduling software, existing contract up 12/29.</i> <i>Local funding remains from prior year budgets for which local match was collected but project was not included in PACTS program of projects for federal funding, or local match collected exceeded match requirements of grant (\$8,590- Electronic Signs, \$50,856- AVL/AVA).</i>	Total	14,907	-	-	-	850,000	-	-
	Federal (5307)	-	-	-	-	680,000	-	-
	Federal (CARES)	-	-	-	-	-	-	-
	Federal (5310)	-	-	-	-	-	-	-
	State	-	-	-	-	-	-	-
	Local (Bond)	-	-	-	-	-	-	-
	Local (Assessment)	14,907	-	-	-	170,000	-	-
504 Office Phone System <i>2026 - Replace all workstations phones & acquire call monitoring software</i> <i>2028 - Automated off hours call center functionality / IVR</i>	Total	-	8,000	-	25,000	-	-	-
	Federal (5307)	-	-	-	20,000	-	-	-
	Federal (5310)	-	-	-	-	-	-	-
	State	-	8,000	-	-	-	-	-
	Local (Bond)	-	-	-	-	-	-	-
	Local (Assessment)	-	-	-	5,000	-	-	-
505 Fleet Cradlepoint Networking Hardware Replacement <i>2026 - Full fleet replacement</i> <i>2031 - Full fleet replacement/upgrade of R1900 series</i>	Total	-	90,000	-	-	-	-	120,000
	Federal (5307)	-	-	-	-	-	-	96,000
	Federal (5310)	-	-	-	-	-	-	-
	State	-	90,000	-	-	-	-	-
	Local (Bond)	-	-	-	-	-	-	-
	Local (Assessment)	-	-	-	-	-	-	24,000
506 Office / Admin Workstation Replacements <i>2026 - 13 workstations + 22 docks</i> <i>2028 - 5 workstations (laptops, docks, monitors)</i> <i>2031 - 15 workstations + 25 docks</i>	Total	-	28,000	-	5,915	-	-	35,000
	Federal (5307)	-	-	-	4,732	-	-	28,000
	Federal (5310)	-	-	-	-	-	-	-
	State	-	28,000	-	-	-	-	-
	Local (Bond)	-	-	-	-	-	-	-
	Local (Assessment)	-	-	-	1,183	-	-	7,000
507 Maintenance / Fleet Management System Peripherals <i>2027 - 6 Wireless Android tablets and Inventory Scanner. Tablets will have wireless SIM cards until new facility investment/enhanced wireless network</i>	Total	-	-	10,000	-	-	-	-
	Federal (5307)	-	-	8,000	-	-	-	-
	Federal (5310)	-	-	-	-	-	-	-
	State	-	-	-	-	-	-	-
	Local (Bond)	-	-	-	-	-	-	-
	Local (Assessment)	-	-	2,000	-	-	-	-
508 Real Time Signs <i>2026 - CMS Deployment, 3 years hosting and licensing fees, 15-20 LCD and e-ink signs, solar power and installation fees</i> <i>So Portland ARPA Funding</i>	Total	177,500	177,500	-	-	-	-	-
	Federal (5307)	-	-	-	-	-	-	-
	Federal (ARPA)	177,500	177,500	-	-	-	-	-
	Federal (5310)	-	-	-	-	-	-	-
	Local (Bond)	-	-	-	-	-	-	-
	Local (Assessment)	-	-	-	-	-	-	-
509 On Fleet Infotainment <i>2028 - On fleet display signs that provide real time info, along with advertising opportunities to offset expenses.</i>	Total	-	-	-	125,000	-	-	-
	Federal (5307)	-	-	-	100,000	-	-	-
	Federal (5310)	-	-	-	-	-	-	-
	State	-	-	-	-	-	-	-
	Local (Bond)	-	-	-	-	-	-	-
	Local (Assessment)	-	-	-	25,000	-	-	-
510 Office / Admin Copier Replacement <i>2026 - Replacement of office copier</i>	Total	10,000	8,000	-	-	-	-	-
	Federal (5307)	8,000	8,000	-	-	-	-	-
	Federal (5310)	-	-	-	-	-	-	-
	State	-	-	-	-	-	-	-
	Local (Bond)	-	-	-	-	-	-	-
	Local (Assessment)	2,000	-	-	-	-	-	-
600 FACILITY EXPANSION/REPLACEMENT		Funds Rem.	2026	2027	2028	2029	2030	2031
601 Operations/Maintenance Facility Replacement Phase 1 <i>Needs assessment</i> <i>Alternatives analysis</i> <i>Conceptual Design/Cost Estimate</i> <i>NEPA Analysis</i> <i>Property Acquisition</i>	Total	129,381	990,000	102,500	5,500,000	-	-	-
	Federal (5307)	103,505	960,000	-	-	-	-	-
	Federal (5339)	-	-	-	-	-	-	-
	State (Federal CMAQ)	-	-	-	4,400,000	-	-	-
	State	-	-	-	690,000	-	-	-
	Local (Bond)	-	-	-	400,000	-	-	-
	Local (Assessment)	8,376	30,000	102,500	10,000	-	-	-
602 Operations/Maintenance Facility Replacement Phase 2 <i>Preliminary Design (full site)</i> <i>Final Design (Admin/Maint Bldg)</i> <i>Construction (partial)</i>	Total	-	-	23,057,500	-	-	-	-
	Federal (5307)	-	-	-	-	-	-	-
	Federal (5339)	-	-	18,446,000	-	-	-	-
	State	-	-	-	-	-	-	-
	Local (Bond)	-	-	-	-	-	-	-
	Local Assessment (In kind)	-	-	4,611,500	-	-	-	-
603 Operations/Maintenance Facility Replacement Phase 3 <i>Final Design (Bus Storage Garage)</i> <i>Construction (completion)</i>	Total	-	-	-	-	33,394,250	32,200,000	8,394,250
	Federal (5307)	-	-	-	-	-	-	-
	Federal (BUILD/5339)	-	-	-	-	25,000,000	25,000,000	-
	State (Federal CMAQ)	-	-	-	-	3,000,000	3,000,000	3,000,000
	State	-	-	-	-	4,000,000	4,000,000	4,000,000
	Local (Bond)	-	-	-	-	200,000	200,000	200,000
	Local Assessment (In kind)	-	-	-	-	1,194,250	-	1,194,250



CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: November 2, 2026

Order: 2026-118

Authorizing Acceptance & Expenditure of Bureau of Highway Safety Grant Funds

That the Westbrook City Council hereby authorizes the acceptance and expenditure of a Maine Bureau of Highway Safety Grant in the amount of \$40,351.60 for various traffic safety initiatives, as outlined in the attached exhibit.

Grant funds to be credited to revenue line 22002110-43100-02210 (Police Grants - Federal Grants)

Expenditure to be deducted from expense line 22002110-51300-02210 (Police Grants - Salaries Overtime)

First Reading: October 19, 2026

Second & Final Reading: November 2, 2026

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

REQUEST FOR COUNCIL ACTION

PROPOSED TITLE: Authorizing Acceptance & Expenditure of Bureau of Highway Safety Grant Funds

REQUESTED BY: Steve Goldberg

DATE: 11/2/2026

SUMMARY:

The Westbrook Police Department has applied for and received grant funding from the Maine Bureau of Highway Safety for several traffic safety initiatives. The initiatives and funding attached to each initiative are as follows:

- Drug Recognition Expert and Forensic Phlebotomist Training and Callouts — \$4,759.60
- NHTSA Impaired Driving Campaigns + Drive Sober Maine + RIDE Team - \$6,234.00
- Speed and Aggressive Driving Enforcement — \$12,468.00
- Pedestrian/Motor Vehicle Traffic Enforcement — \$10,390.00
- Crash Reconstructionist Training — \$6,500.00

SUBGRANT CONTRACT

DO NOT ENCUMBER

PLEASE RETURN TO:
BUREAU OF HIGHWAY SAFETY
LAUREN STEWART, DIRECTOR
45 COMMERCE DRIVE, SUITE 1
STATE HOUSE STATION 164
AUGUSTA, MAINE 04333-0164

SUBGRANT #: PT27-123

APPROVAL DATE: 09/15/2026

PROJECT PERIOD:

ID, PS, Speed 10/01/2026 to 09/15/2027

DRE-FP & CRT 10/01/2026 TO 09/30/2027

The Bureau of Highway Safety, hereinafter called the subgrantor, herewith agrees to provide funds in accordance with the provisions of the Highway Safety Act of 1966, as amended, and appropriate state statutes and regulations to:

Subgrantee Legal Name: Westbrook Police Department

hereinafter called the subgrantee, for the purposes and in the amounts contained in the subgrant application submitted by the subgrantee and approved by the subgrantor.

The subgrantee agrees to the terms and conditions stated in the approved subgrant application on file at the office of the subgrantor which are made a part of this contract by reference. The subgrantee agrees to comply with the reimbursement procedures required by the subgrantor and with all special conditions imposed by the subgrantor in approving the award.

The subgrantee agrees to provide the required matching contributions as specified in the approved subgrant application for your 2027 High Visibility Enforcement, DRE-FP, & CRT

For the Subgrantor - Bureau of Highway Safety

Federal: \$40,351.60

E016000038 I
Westbrook City Of
570 Main Street
Westbrook, ME, 04092

09/29/20



Date:

Authorized Signature
Lauren V. Stewart

Director

Title

9/29/26

Date:



Authorized Signature for Subgrantee
Sean Lally

Chief

Title

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE DEPARTMENT OF THE ATTORNEY GENERAL ON MAY 6, 1996.

This contract is valid only if signed by an authorized representative of the applicant and BHS and has been approved by the Maine Division of Purchases.

This subgrant award is conditional upon subsequent legislative or executive action, federal or state, which may result in a budget recision, deferral or revision. Approval may also be contingent upon a current year comprehensive plan approval by NHTSA.

PT27-123 Contract

Final Audit Report

2026-09-29

Created:	2026-09-29
By:	Kasey Theriault (Kasey.Theriault@maine.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJICxHMxZqtwbxeCaKehWZRETKCx_fBvo

"PT27-123 Contract" History

-  Document created by Kasey Theriault (Kasey.Theriault@maine.gov)
2026-09-29 - 3:32:51 PM GMT
-  Document emailed to Lauren V. Stewart (lauren.v.stewart@maine.gov) for signature
2026-09-29 - 3:32:55 PM GMT
-  Email viewed by Lauren V. Stewart (lauren.v.stewart@maine.gov)
2026-09-29 - 6:15:57 PM GMT
-  Document e-signed by Lauren V. Stewart (lauren.v.stewart@maine.gov)
Signature Date: 2026-09-29 - 6:17:40 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-09-29 - 6:17:40 PM GMT



CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: November 2, 2026

Order: 2026-119

Authorizing a Drainage Easement at 41 Brown Street

That the Westbrook City Council hereby authorizes the Mayor or designee to enter into a Drainage Easement Agreement with Portland Water District for maintenance and replacement of a culvert as outlined in the attached exhibit.

First Reading: October 19, 2026

Second & Final Reading: November 2, 2026

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

REQUEST FOR COUNCIL ACTION

PROPOSED TITLE: Authorizing a Drainage Easement at 41 Brown Street

REQUESTED BY: Katherine Kelley

DATE: 11/2/2026

SUMMARY:

The Department of Engineering and Public Services requests authorization to enter into an easement agreement with the Portland Water District so that we may replace and maintain a failing culvert located across Brown Street that goes from 41 Brown Street into the Presumpscot River. The City is currently under contract with Sebago Technics for the design of the new box culvert, but needs this easement from the Portland Water District to complete the work and maintain the culvert in the future.

RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:
Michael L. Lane, Esq.
Preti Flaherty
45 Memorial Circle
P.O. Box 1058
Augusta, ME 04330

EASEMENT

The **PORTLAND WATER DISTRICT**, a quasi-municipal corporation organized under the laws of the State of Maine (“**PWD**”), for consideration paid, the receipt and sufficiency of which is hereby acknowledged, grants to the **CITY OF WESTBROOK**, a Maine municipal corporation, having a mailing address of 2 York Street, Westbrook, Maine 04092 (“**City**”), the perpetual, non-exclusive easement in gross on, in, under, through, across and above a portion of the land of PWD described herein (the “Easement Area”) for the location of a concrete box culvert TOGETHER WITH the rights and easements to install, locate, construct, repair, maintain, replace, improve and use a concrete box culvert and all appurtenances thereto. TOGETHER WITH the rights and easements to access the same with persons, vehicles, and equipment from public roads. FURTHER TOGETHER WITH the rights and easements to place and remove fill, place riprap, excavate and clear a channel, and otherwise flow and drain surface waters on, in, under, through, across and above the property of the PWD depicted on the sketch attached as Exhibit A and made a part hereof, being a portion of the land of Portland Water District, described in the deed from Gerald C. Fluett, dated March 16, 1955 and recorded in the Cumberland County Registry of Deeds, Book 3308, Page 112, and also being depicted as Tax Map 39, Lot 219.

The City shall, following the undertaking of any activities within the Easement Area, restore the surface of the land to substantially the condition existing prior to the undertaking of such activities, except to the extent that any changes are directly required for the permanent installation and operation of the concrete box culvert and associated drainage improvements.

The City shall at all times maintain the concrete box culvert and all appurtenances in good repair and safe condition at the City's sole cost and expense.

[Balance of this page has been left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF the undersigned being the duly authorized officer of the
Portland Water District has signed and delivered this easement as of this ____ day of
_____ 2026.

PORTLAND WATER DISTRICT

By: _____

Print Name: _____

Its: _____
Duly authorized

STATE OF MAINE

COUNTY OF CUMBERLAND

_____, 2026

Then personally appeared the above-named _____,
of the Portland Water District, and acknowledged the foregoing instrument to be his/her free act
and deed in his/her said capacity and the free act and deed of said District.

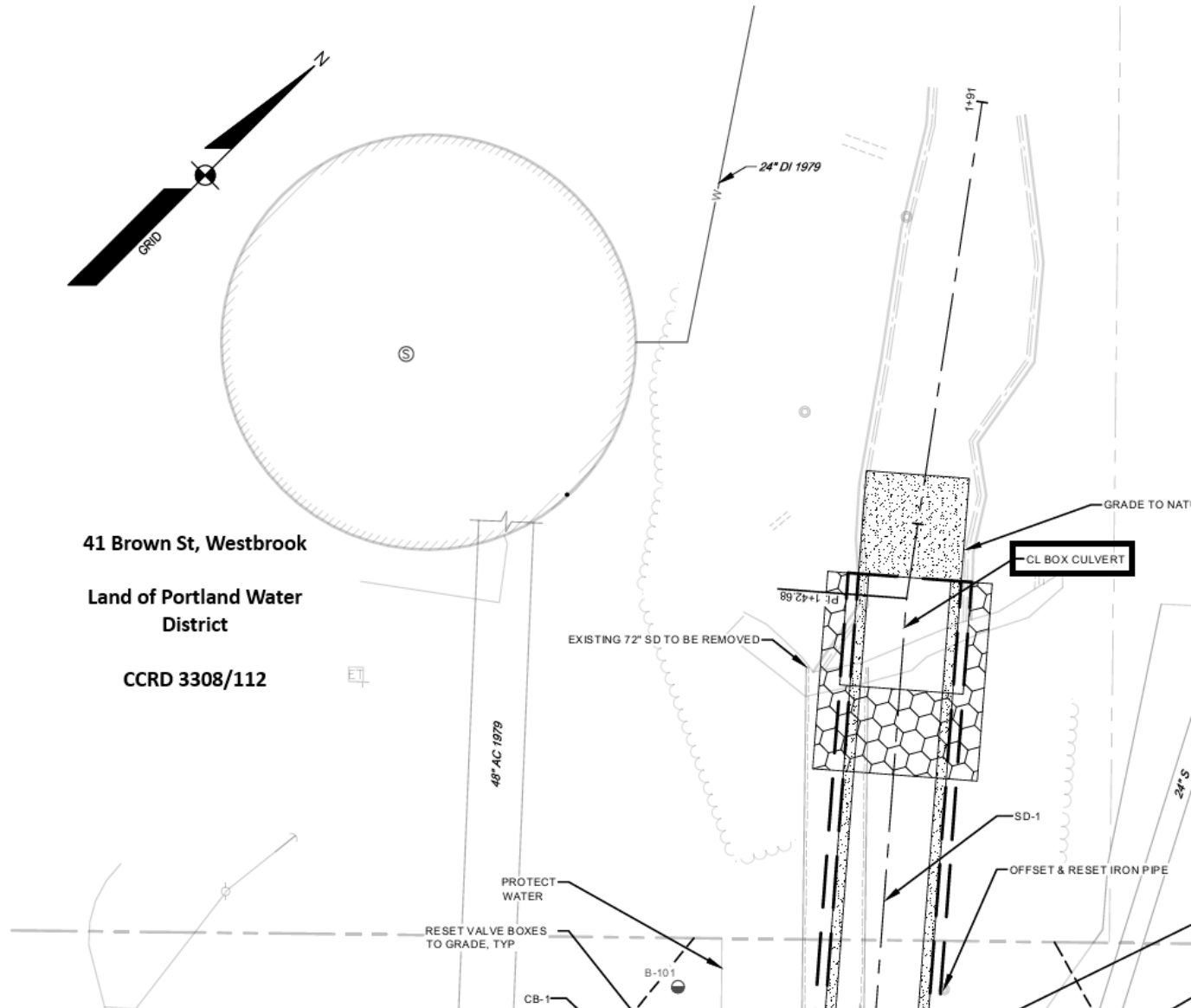
Before me,

Notary Public/Maine Attorney-at-law

Print Name: _____

Commission Expires: _____
(Affix notarial seal)

(Proposed) **EXHIBIT A**







CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: November 2, 2026

Order: 2026-120

**Amending the Land Use Ordinance Regarding Data Centers (Requires a Public Hearing
on November 2, 2026)**

That the Westbrook City Council hereby amends the Westbrook Code of Ordinances Land Use Ordinance §335-1.8 Definitions, New Section §335-2.9.1 Data Centers and §335-6.12.B Contract Zone 12, Rock Row Contract Zone Permitted Uses to prohibit Data Centers as a principal use, as outlined in the attached exhibit.

First Reading: October 19, 2026

Second & Final Reading, Public Hearing: November 2, 2026

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

REQUEST FOR COUNCIL ACTION

PROPOSED TITLE: Amending the Land Use Ordinance Regarding Data Centers (*Requires a Public Hearing on November 2, 2026*)

REQUESTED BY: Rebecca Spitella

DATE: 11/2/2026

SUMMARY:

On June 1st the Westbrook City Council adopted an 180-day moratorium on new data center projects while referring this item to the Planning Board to study and review Westbrook's existing ordinance language/allowances and provide a recommendation to Council on whether any enhanced or limited standards should be incorporated into our Ordinance.

Currently, Data Centers are a defined use and are only permitted within Contract Zone 12 (Rock Row Contract Zone). The Planning Board reviewed differing types and sizes of Data Centers as well as potential opportunities and negative impacts of Data Centers, specifically as it relates to water use/discharge, energy demands, noise and economic development. The Board also discussed potential regulations that would be more appropriate at a State level and regulatory strategies that have been implemented in other areas where growth of Data Centers is more prominent.

Following their September workshop, the Planning Board is recommending a prohibition on Data Centers as a principal use. This will allow for accessory Data Centers to remain where the Data Center is serving an on-premises legal principal use (ex: server rooms). Staff provided the Board with draft language that clarifies the definition of Data Centers, specifically permits them only as accessory and removes the use from Contract Zone 12. This item will require a public hearing to be held prior to second reading in November.

The Planning Board held a workshop on September 1, 2026 and a Public Hearing on October 6, 2026. At their October meeting the Board provided a unanimous recommendation to the City Council for adoption of the amendment.

§335-1.8 Definitions

Data Center

~~A facility used to store computer systems and associated components, such as telecommunications and storage systems.~~ One or more buildings or spaces on a property that house networked computer systems and associated equipment, such as servers, network hardware, data storage, power generation or cooling systems, to process and manage data. A “Data Center” shall not be considered a “Utilities” use.

§335-2.9.1 Data Centers (new section)

Data Centers may only be permitted as an Accessory Use.

§335-6.12.B Contract Zone 12, Rock Row Contract Zone Permitted Uses

Data Center



Application Copy

File Number: 171677

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2026-09-24

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Sweet Caroline's Lounge

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Sweet Caroline's Retro Lounge

CORPORATE NUMBER

202700013RC

INCORPORATION DATE

2026-10-01

CORRESPONDENCE ADDRESS

305 Park Road Westbrook ME 04092

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

Caroline Donovan

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 233-7845

ALTERNATE PHONE

FAX

EMAIL

crodrick805@gmail.com

CORPORATE STRUCTURE

None selected

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant/Lounge

PREMISES NAME

Sweet Caroline's Retro Lounge

OPERATOR

Caroline Donovan

PHYSICAL ADDRESS

1 Westbrook Common Suite 4/ Unit 5 Westbrook ME 04092

MAILING ADDRESS

305 Park Road Westbrook ME 04092

CONTACT NAME

Caroline Donovan

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 233-7845

ALTERNATE PHONE

FAX

EMAIL

crodrick805@gmail.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

202700013RC

2. What is your expected start date?

10/1/2026

3. Has/have applicant(s) formerly held a Maine liquor license?

No

4. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

No

5. Is the applicant/licensee an individual, partnership, or association?
(Not a corporation or LLC)

No

6. Are all licensees/applicants residents of the State of Maine?

Yes

7. Is your license for a club with a membership?

No

8. Is your license application for a vessel?

No

9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?

No

- 10 Do you have a license from the Office of the State Fire Marshal?
Contact (207) 626-3870 to determine whether licensure is necessary.

No

- 11 Will any law enforcement officer directly benefit financially from this license? If yes, please reach out to (207) 624-7220 to get connected with your local liquor inspector before proceeding.
- No
- 12 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.
- No
- 13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?
- No
- 14 What is the full name and date of birth of the person managing this premises?
- Caroline Donovan 03/12/1980
- 15 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?
- No
- 16 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?
- No
- 17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?
- No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

19 Does the licensee/applicant have any arrangement such as a lease where rent is based on sales, an agreement where another party receives a portion of the revenue or profits from the business, or a right to acquire an ownership interest in the business?

No

20 At which address are your business records located?

1 Westbrook Common
Suite 4/ Unit 5
Westbrook Maine 04092

21 What will be your business hours? Please indicate each day's open and close times.

Monday- -Fridays 3pm-11pm
Saturdays- Sundays 10am-9pm

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

N/A

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

Yes
(document uploaded)

25 How many seats do you have? Include indoor and outdoor seating.

65 indoors
24 outdoors

26 How many bathrooms do you have available to patrons?

2 full bathrooms

27 Provide a written description of each area of the premises where alcoholic beverages will be served, consumed, or stored. This is required in addition to the premises diagram.

Include all interior and exterior areas (e.g., dining rooms, bars, patios, decks, function rooms, etc.) and use names or labels that correspond to your submitted floor plan.

The alcohol will be served within our premise of inside the restaurant /lounge

As well as outside on patio only within limited restricted area

28 Have you contacted your municipality (or county if the premises is in an unincorporated places) to determine whether there are any required municipal permits or fees, including those related to code enforcement, music, dancing, or entertainment?

Yes

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	image0 (1).png	
Supplemental Ownership Form	image0.jpeg	
Premises Floor Plan	image0 (1).jpeg	
Premises Floor Plan	image1 (1).jpeg	

APPLICANT

Caroline Donovan Caroline
Rodrick

DECLARATION

- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.



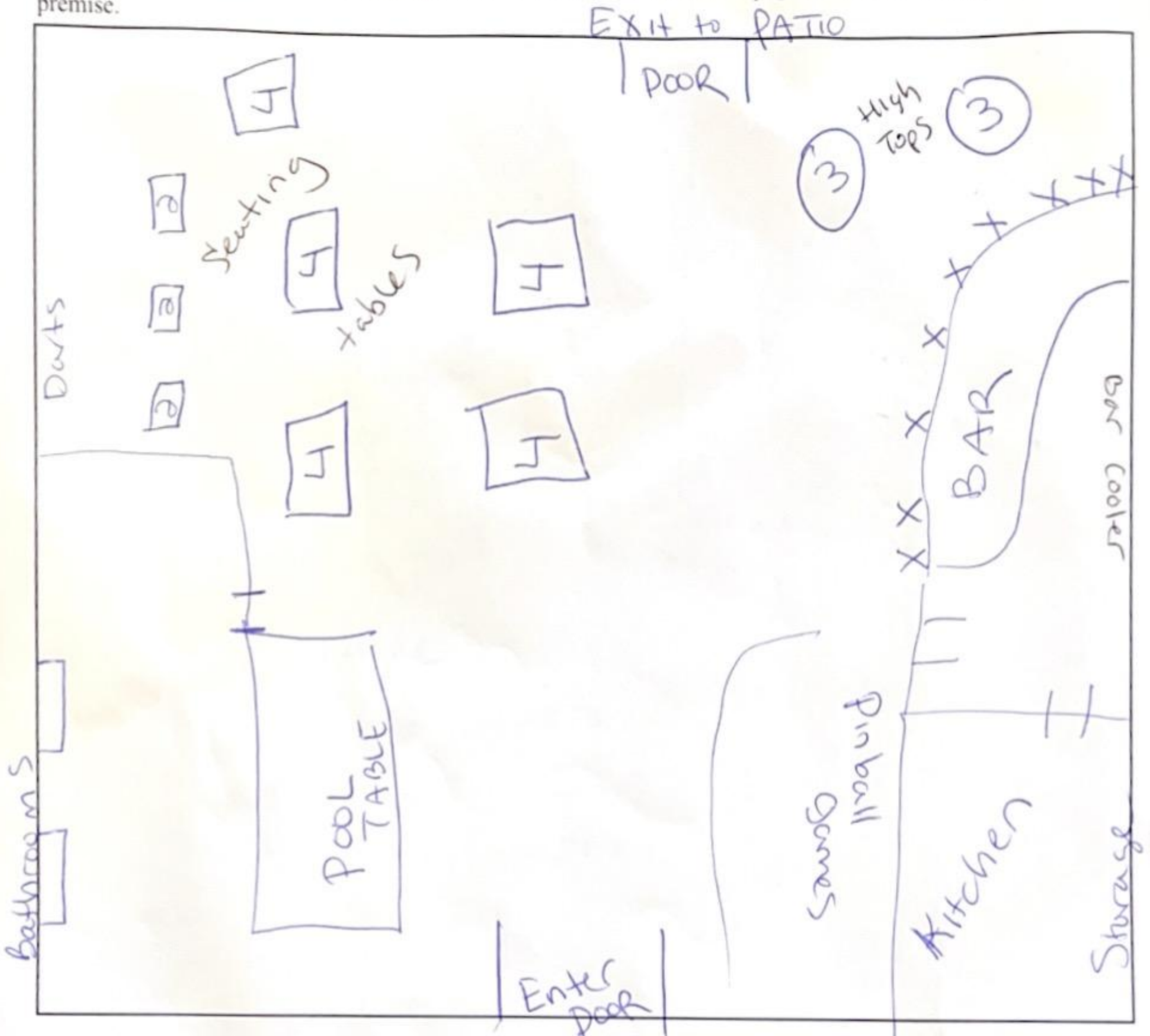
STATE OF MAINE

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.





★ APPS ★

- Bloody Mary Devil Eggs
- Broc Bites
- Clam Cakes
- Pot Skins
- House Baked Wings
- Spin Dip w Pita chips
- Red pepper hummus
veggie sticks w pitas
- Crab ragoons w
duck sauce sauce

STUFFED MASON JARS

served with warm bread or crackers

- Bruschetta
- Antipasto
- Apples, Gorgonzola,
Walnuts, Dried Cran
balsamic and evoo oil
- Pecans n Berries Feta Honey
- Candy w graham crackers

★ SALADS ★

- arugula goat pistachio clementine
- House salad carrot onion toms
- cran pecan gorg
- Romaine Czar

★ TOASTED SANDOS OR PANINIS ★

- **CALI CLUB** – avocado, lettuce,
tomato, chicken, bacon
- **QUATTRO GRILLED CHEESE** –
- **GREEK** – feta, spinach, tomato,
zucchini, onion, olives
- **ITALIAN PARM** – mozzarella,
Parmesan, tomato, pesto, pepperoni
- **HAM & GRUYÈRE** – apple chutney
- **TURKEY & CHEDDAR** –
cranberry sage jam
- **VEGGIE & RED PEPPER HUMMUS**
- **ROAST BEEF & SWISS** –
horseradish mustard
- **SALISBURY STEAK & GRUYÈRE** –
peppers & onions

★ KIDS ★

- Grilled Cheese w Tater Tots
- Hot Doggie w Tots
- English Muffin Pizzas
- BLT
- Turkey and Cheddar
- PB & J or Fluff
- Veggies & Hummus
- Fruit Cup



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name:	2. Date of incorporation/registration:	3. State of incorporation:
Sweet Caroline's Lounge L.L.C.	08/20/2020	Maine

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Caroline Donovan	03/12/1980	207-233-7845	305 Park Rd Westbrook, ME 04092	Owner	100%



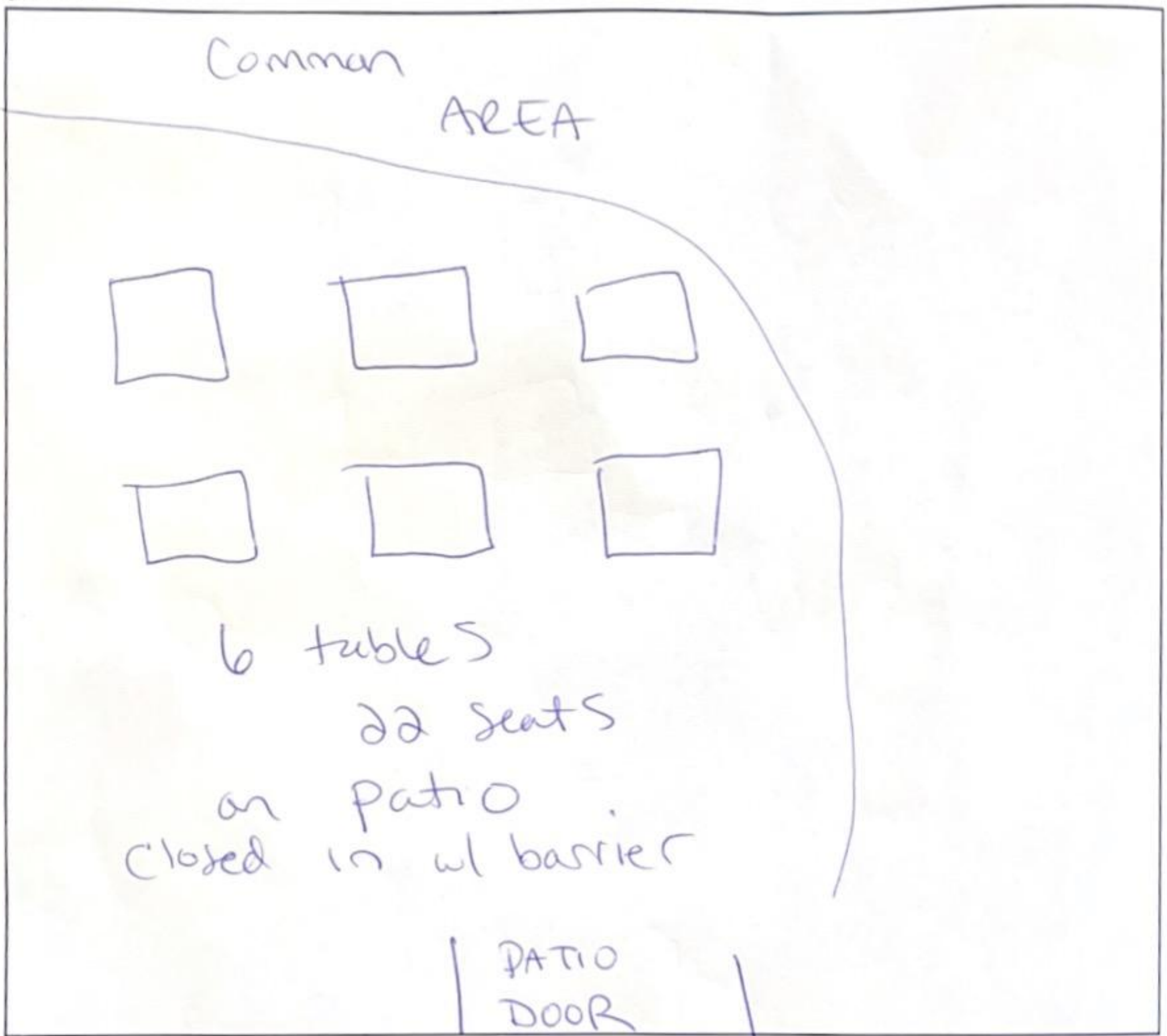
STATE OF MAINE

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CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: November 2, 2026

Order: 2026-121

**Authorizing Retainer Agreement for Legal Representation in Fire Apparatus Antitrust
Litigation**

That the Westbrook City Council hereby authorizes the Mayor or designee to enter into an agreement with Gustafson Gluek, PLLC of Minneapolis, Minnesota, to represent the City of Westbrook in class action litigation against several fire apparatus manufacturers, as outlined in the attached exhibit.

First and Final Reading: November 2, 2026

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

REQUEST FOR COUNCIL ACTION

PROPOSED TITLE: Authorizing Retainer Agreement for Legal Representation in Fire Apparatus Antitrust Litigation

REQUESTED BY: Steve Sloan

DATE: 11/2/2026

SUMMARY:

Please see the memo from Chief Sloan. There is no upfront cost to the City and payment will only occur upon a successful outcome.

September 29, 2026

Honorable Members of the City Council,

On behalf of the Westbrook Fire & Rescue Department, I respectfully request authorization for the Department to participate in a pending class action lawsuit against the REV Fire Apparatus Group, the manufacturer of our E-One ladder truck and potentially the Horton ambulance units purchased since 2022.

Background of the Lawsuit

This class action will be filed by **Gustafson Gluef PLLC** against three major firetruck manufacturers and the Fire Apparatus Manufacturers' Association (FAMA). The complaint alleges that these manufacturers, which control 70–80% of the U.S. firetruck market, conspired to artificially restrain production and raise prices nationwide.

Key points include:

- **Artificially inflated costs:** Firetruck prices have doubled in the last decade, with pumper trucks rising from \$300,000–\$500,000 to nearly \$1 million, and ladder trucks rising from \$750,000–\$900,000 to nearly \$2 million.
- **Production delays:** Normal wait times for firetruck delivery have grown from 18 months to over four years, forcing municipalities to keep aging trucks on the front lines well beyond safe service life.
- **Retroactive price hikes:** Departments across the country have reported so-called “floating prices,” where manufacturers raise the final cost of trucks already in production.
- **Alleged conspiracy:** FAMA is alleged to have facilitated the sharing of competitive economic data between manufacturers, enabling coordination of price increases and production slowdowns.

These practices have directly impacted municipalities like Westbrook, inflating the cost of essential emergency equipment and delaying delivery of vehicles critical to public safety.

Reason for Authorization

By authorizing participation in this lawsuit, the City of Westbrook will:

- Protect its financial investment in fire apparatus purchased since 2022.
- Ensure its rights are preserved as a potential class member.
- Join municipalities nationwide in holding manufacturers accountable for practices that jeopardize public safety and municipal budgets.

Participation in this class action carries **no out-of-pocket cost** to the City. If the lawsuit results in settlement or damages, the court will determine reasonable legal fees to be paid from any recovery, not from participating municipalities.

Request

I respectfully ask that the City Council formally authorize the Fire Department, in consultation with the City's legal counsel, to join this class action lawsuit and take all necessary steps to protect the City's interests.

Thank you for your consideration of this important matter and for your continued support of our mission to safeguard the residents of Westbrook.

Respectfully submitted,

Steve Sloan

Chief of Department

MINNESOTA OFFICE
CANADIAN PACIFIC PLAZA
120 S. 6TH ST., STE 2600
MINNEAPOLIS, MN 55402



CALIFORNIA OFFICE
600 W. BROADWAY
SUITE 3300
SAN DIEGO, CA 92101

DANIEL C. HEDLUND
dhedlund@gustafsongluek.com
TEL (612) 333-8844 • FAX (612) 339-6622
MINNESOTA OFFICE

June 30, 2026

VIA E-MAIL

David C. Morse
Mayor
City of Westbrook
2 York Street
Westbrook, ME 04092

RE: In re: Fire Apparatus Antitrust Litigation

Dear Mayor Morse:

Pursuant to your inquiry, this is to advise you that our firm is willing to represent you in the prosecution of class action litigation against fire apparatus manufacturers for conspiring to fix prices of fire apparatus. We are alleging that several fire apparatus manufacturers—REV Group, LLC, Oshkosh Corporation, Pierce Manufacturing Inc., and Rosenbauer America LLC—are responsible for increasing fire apparatus prices and perpetuating lengthy backlogs. You would be pursuing both your own claims and the claims of other class members who purchased fire apparatus and have been affected by this unlawful conduct. We have agreed to undertake this representation on a contingent basis.

As your attorneys, we will represent you in the above-referenced matter both in pre-litigation matters, in court proceedings if they become necessary, and in any settlement discussions should they occur. We will consult with you about your case and provide you with our input when appropriate. We will communicate to you the substantive progress of your case and forward you copies of pertinent documents including decisions and orders of the Court.

Our firm (and any firms with which we may affiliate) will advance the necessary expenses of the litigation. You will not be billed for or required individually to reimburse this firm or other firms for such expenses, except that our firm and others may seek reimbursement of expenses from any recovery made in this case. Attorneys' fees for our firm's services in this case on your behalf and on behalf of any class are wholly dependent

upon obtaining a recovery. Any attorneys' fees will be paid solely from any such recovery, and apart from a recovery, you will not have a separate obligation to pay attorneys' fees.

If a recovery is obtained for a plaintiff class, any attorneys' fees paid from the amount recovered, as well as any expenses reimbursed, must be approved by the Court. Our firm (and any firms with which we affiliate) may request in total up to one-third of any class recovery. However, if the court appoints another firm lead counsel of the litigation, that firm may request a different amount in fees.

As the litigation proceeds, circumstances may change such that a class-wide recovery cannot be obtained. Other relief, either individual or injunctive, are two possible outcomes other than a class-wide recovery. If there is an individual or injunctive settlement or judgment, we will seek attorneys' fees and expenses from that recovery if appropriate. If there is an individual, rather than class, settlement or judgment in your favor for some or all of your claims, our firm will receive the greater of: (a) forty percent (40%) of the total (gross) settlement proceeds, award, or judgment, in addition to reimbursement of our and our co-counsel's litigation expenses from the recovery; or (b) the full amount of attorneys' fees and expenses designated in the settlement, award, or judgment, or otherwise awarded by a decision-maker in this case. This fee is not set by law and is negotiable between you and our firm. You additionally agree not to waive the right to recover attorneys' fees or expenses as a condition of settlement. As noted above, we may associate with co-counsel, and they will be paid attorneys' fees and receive reimbursement of their expenses in the same manner as our firm, and only in proportion to the value of their services performed on your behalf.

Others may join the litigation as plaintiffs and class representatives, and other law firms may be involved in the prosecution of the litigation on their behalf and on behalf of a plaintiff class. By this letter, you also acknowledge that, if we consider it appropriate or necessary, we may associate with other appropriate lawyers or law firms as co-counsel on your behalf or on behalf of the plaintiff class. Any co-counsel will only be paid attorneys' fees and receive reimbursement of their expenses from a recovery according to the terms described above, and only in proportion to the value of their services performed on your behalf.

As a plaintiff and class representative, you have an obligation to understand the general nature of the claims, to follow the progress of the case, and to have a commitment to its prosecution. You also have an obligation to preserve all documents and electronically stored information relating to the facts of this case, such as purchase records or communications with or about the defendants, products, or issues involved in the case. You will be required to cooperate with members of our firm in locating and producing copies of such documents. You may also have to appear for a deposition and/or other court proceedings. You agree to cooperate with us and assist us in the handling of this matter, including being truthful about the underlying facts, providing our firm with all related documents you have, and appearing at all Court proceedings when requested to do so. We

will, of course, explain these matters as we go along, and we will assist you and make the process as convenient for you as we reasonably can. To help us do so, you must also keep us advised of the most appropriate way to contact you. If you change your home address, e-mail address, or phone number, you agree to let us know as soon as possible.

Because our firm's representation in the matter contemplates that the litigation will proceed on a class basis, you and we agree that, if at any point the case is no longer proceeding on that basis, either because of denial of a motion for class certification or for any other reason, our firm will revisit the issue with you of whether we will continue to represent you in the litigation and the basis, if any, on which we would be willing to do so.

With regard to any matters relating to settlement, you agree generally to be guided by our assessment of the legal and factual issues and our advice, recognizing that any class settlement must be approved by the Court.

Our representation of you does not automatically extend to an appeal. If an appeal of a final judgment is necessary or possible, we will discuss with you whether we will represent you on appeal, and both you and the firm must agree.

If these terms are acceptable to you, please sign the original of this letter and return it to us. This will then serve as our representation agreement. I also recommend retaining a copy of this letter for your own records. If you do not sign and return this letter, we will not be representing you in this matter.

We look forward to working with you on this matter.

Sincerely,

GUSTAFSON GLUEK PLLC

A handwritten signature in black ink, appearing to read "Daniel C. Hedlund". The signature is fluid and cursive, with the first name "Daniel" and last name "Hedlund" clearly legible.

Daniel C. Hedlund

DCH/dj

ACCEPTED AND AGREED TO:

I understand the responsibilities of a class representative and agree to serve as such. I am satisfied with the terms of the above agreement and, on that basis, I retain Gustafson Gluek PLLC, as my counsel and to serve as counsel for the class in the above matter.

Dated: _____
_____ David C. Morse, Mayor



CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: November 2, 2026

Order: 2026-122

Authorizing Sale of 12 Water Street

That the Westbrook City Council hereby authorizes the Mayor or designee to sell the City-owned property located at 12 Water Street to Dori Schulberger of Westbrook, ME for a price of not less than \$50,000 and to negotiate and enter into a Purchase & Sale Agreement and to execute a municipal quitclaim deed and any other documents or instruments necessary or convenient to convey such property all on such terms and subject to such conditions as the Mayor or designee determines are in the City's best interest.

Funds to be deposited into revenue line: 22001000-49000-G2402 (Other Financing Sources - Riverwalk North Project)

First Reading: November 2, 2026

Second and Final Reading: November 16, 2026

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

REQUEST FOR COUNCIL ACTION

PROPOSED TITLE: Authorizing Sale of 12 Water Street

REQUESTED BY: Angela Holmes

DATE: 11/2/2026

SUMMARY:

This authorizes the Mayor or designee sell the City-owned property at 12 Water Street to Dori Schulberger of Westbrook, ME for not less than \$50,000. It also authorizes the Mayor or designee to negotiate and enter into a Purchase & Sale Agreement for the sale of the property and to execute a deed and other documents necessary to sell the property.

The City of Westbrook acquired several parcels along the northern side of the Presumpscot River from Sappi in April 2023, which included the land addressed as 12 Water Street. Following the acquisition, the City was contacted by Dori Schulberger alerting staff to her residence on the property and her family's history. Her mother, Sharon Schulberger, obtained a lease agreement for the parcel from Scott Paper Company in 1980 and located a mobile home and later a shed on the property. The original lease terms outlined rent at a cost of \$300/yr, though at some later date this was increased to \$400/yr. Later, SD Warren assumed the lease and continued to honor the existing terms. Following the passing of Ms. Sharon Schulberger, her daughter (Ms. Dori Schulberger) assumed the lease and continued the annual rent payment of \$400/yr to Sappi, and later to the City of Westbrook after the City acquired the property.

Ms. Schulberger approached the City asking for permission to purchase the parcel. An appraisal of the property valued the parcel at \$50,000, given site unique conditions and limited buildable space on the parcel combined with the construction easements that the City would wish to retain upon sale. Ms. Schulberger is obtaining a formal survey of the property at her own cost. This order authorizes the Mayor or designee to execute a Purchase & Sale Agreement and sell the property at the proposed price and subject to such other terms and conditions as the Mayor or designee deems in the City's interests. The \$50,000 in revenue would be assigned to the Riverwalk North Project. This property sale is supported by the Administration and is in order for first reading.

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of October, 2026 (the “Effective Date”), by and between **DORI SCHULBERGER**, including her permitted successors and assigns (collectively, “Buyer”), and the **CITY OF WESTBROOK**, a Maine municipal corporation (collectively, “Seller”). Buyer and Seller are sometimes referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. Seller is the owner of certain real property located on or near Water Street in Westbrook, Cumberland County, Maine, being shown in municipal assessing records as Map 039, Lot 001-031.
- B. Buyer desires to purchase, and Seller desires to sell, a portion of the larger City-owned parcel, consisting generally of an approximately triangular portion of land containing approximately 8,985 square feet, more or less, subject to final survey and legal description.
- C. The portion to be conveyed has not yet been finally surveyed. The Parties intend that the final Property description will be established by a boundary survey and metes and bounds description approved by Seller before closing.
- D. The Property will be conveyed subject to certain retained rights, reservations, easements, and restrictions in favor of Seller and the public, including rights relating to a possible future public pathway or boardwalk area.

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

- 1. Property.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, that certain portion of Seller’s larger parcel located on or near Water Street in Westbrook, Cumberland County, Maine, generally shown in Exhibit A, containing approximately 8,985 square feet, more or less, together with only such rights and appurtenances as are expressly conveyed by the Deed, but expressly excluding all Excluded Rights defined below (the “Property”). The final Property description shall be the metes and bounds description prepared by a Maine licensed surveyor and approved by Seller, and shall be attached as Exhibit A before closing.
- 2. Purchase Price.** The total purchase price for the Property shall be Fifty Thousand Dollars (\$50,000.00), plus Buyer’s payment or reimbursement to Seller of the cost of the survey necessary to establish the boundaries of the Property and related easement areas (collectively, the “Purchase Price”). The Purchase Price shall be paid by wire transfer or other immediately available funds at closing. No deposit is required unless the Parties later agree in writing.
- 3. Survey and Final Description.** This Agreement is expressly contingent upon completion of a survey and legal description acceptable to Seller in its sole but reasonable discretion. The survey shall establish, at a minimum, (a)

the exterior boundaries of the Property, (b) the area of the public pathway easement, (c) the area reasonably necessary for construction, repair, maintenance, replacement, and access related to such pathway, and (d) any additional reservations, setbacks, or restrictions required by Seller. Buyer shall be responsible for the cost of the survey, whether paid directly or reimbursed to Seller at closing. If the survey cannot be completed, or if Seller does not approve the final surveyed description, Seller may terminate this Agreement by written notice to Buyer, in which case neither Party shall have further liability except for obligations that expressly survive termination.

4. Municipal Approval. Seller's obligation to close is subject to all approvals, votes, notices, orders, and other municipal actions required or deemed advisable by Seller, including any required approval by the Westbrook City Council or other municipal body. No officer, employee, attorney, or agent of Seller has authority to bind Seller unless and until all required municipal approvals have been obtained and this Agreement has been duly authorized and executed by Seller.

5. Title and Deed. At closing, Seller shall deliver a Municipal Quitclaim Deed ("**Deed**"), in accordance with the Maine Short Forms Deed Act, conveying the Property to Buyer subject to the Permitted Encumbrances. Buyer shall be responsible for Buyer's title examination and any owner's title insurance. Seller shall have no obligation to cure title matters other than voluntary monetary liens created by Seller and capable of discharge from closing proceeds, unless Seller elects otherwise in writing.

6. Permitted Encumbrances and Reserved Rights.

The Property shall be conveyed subject to the following reservations, restrictions, exceptions, covenants, easements, and encumbrances, all of which shall be deemed Permitted Encumbrances:

- (a) Public Pathway Easement.** A reserved perpetual, non-exclusive easement in favor of Seller and the general public over a strip of land ten (10) feet in width, the exact location of which shall be established by the final survey approved by Seller, for pedestrian, bicycle, and similar non-motorized public passage and repassage, together with such incidental uses as are reasonably related to a public pathway, trail, boardwalk, or similar public access improvement. Buyer acknowledges that the pathway may or may not be constructed.
- (b) Construction, Access, Repair, and Maintenance Easement.** A perpetual, non-exclusive easement in favor of Seller, its agents, employees, contractors, licensees, invitees, successors, and assigns, for access to, from, over, under, and across the Property as reasonably necessary or convenient for the design, permitting, construction, installation, inspection, repair, maintenance, replacement, relocation, reconstruction, and removal of the public pathway and related improvements, including temporary construction access, staging, grading, drainage, erosion control, and restoration activities.
- (c) Right of First Refusal.** A right of first refusal in favor of Seller, on terms to be set forth in a separate instrument recorded at closing, applicable to any future proposed sale, transfer, conveyance, or other disposition of the Property or any interest therein, except for transfers expressly excluded in such instrument.
- (d) Restriction on River and Riverbed Rights.** A reservation and exclusion providing that Seller is conveying only the upland triangular portion identified in the final survey. No right, title, or interest is conveyed in or to the Presumpscot River, riverbed, submerged lands, filled lands, lands formerly or subsequently located within the river, riparian rights, littoral rights, water rights, accretion, reliction, avulsion, or any land or interest that may appear, disappear, become exposed, or become submerged due to changes in water level, river course, shoreline, erosion, accretion, reliction, avulsion, or similar natural or artificial changes. All such rights and interests are retained by Seller to the fullest extent legally permissible.
- (e) Existing Matters.** All easements, restrictions, reservations, covenants, rights, conditions, rights of way, utility rights, public rights, zoning and land use restrictions, floodplain and shoreland restrictions, and other matters of record or apparent on the ground, or reflected on the survey to be prepared, to the extent applicable.

7. Inspection; Entry Before Closing. Buyer may conduct non-invasive inspections of the Property before closing upon reasonable prior notice to Seller and subject to Seller's reasonable requirements. Buyer shall not perform any invasive testing, drilling, sampling, excavation, environmental testing, or similar activity without Seller's prior written consent, which may be withheld or conditioned by Seller in its discretion. Buyer shall restore any disturbance and shall indemnify, defend, and hold harmless Seller from all claims, costs, damages, liens, and liabilities arising from Buyer's inspections or entry. This Section shall survive termination of this Agreement and closing.

8. As Is; No Representations. Buyer acknowledges that Seller is a municipal owner of former industrial property and that Buyer is purchasing the Property "AS IS," "WHERE IS," and "WITH ALL FAULTS," subject to all observable, known, unknown, latent, patent, recorded, unrecorded, physical, environmental, legal, access, zoning, floodplain, shoreland, boundary, utility, drainage, subsurface, and title conditions. Seller makes no representation or warranty, express or implied, concerning the Property, including with respect to condition, suitability, buildability, access, utilities, zoning, environmental condition, soil stability, drainage, flooding, hazardous substances, prior use, or fitness for any purpose. Buyer has not relied on any statement by Seller or Seller's agents except as expressly set forth in this Agreement or in the Deed.

9. Environmental Matters; Release and Indemnity.

- (a) Acknowledgment.** Buyer acknowledges that the larger parcel was formerly associated with a pulp and paper mill and other industrial ownership and use, and that the Property may contain or be affected by hazardous substances, petroleum, wastes, fill, contaminated soil, groundwater, vapors, sediments, or other environmental conditions, whether known or unknown.
- (b) No Environmental Representation.** Seller has not made, and Buyer has not relied upon, any representation or warranty concerning the presence, absence, release, migration, disposal, storage, handling, remediation, regulatory status, reporting status, or legal effect of any hazardous substance or environmental condition affecting the Property.
- (c) Buyer Release.** Effective as of closing, Buyer, for itself and its successors and assigns, releases Seller and Seller's officers, officials, employees, agents, attorneys, contractors, successors, and assigns from any and all claims, demands, damages, penalties, losses, liabilities, costs, expenses, obligations, causes of action, and rights of recovery relating to or arising from the physical or environmental condition of the Property, including any condition existing before closing, whether known or unknown. This release shall not apply to Seller's fraud or to obligations expressly created by closing documents and stated to survive closing.
- (d) Buyer Indemnity.** From and after closing, Buyer shall indemnify, defend, and hold harmless Seller and Seller's officers, officials, employees, agents, attorneys, contractors, successors, and assigns from and against all claims, demands, damages, penalties, losses, liabilities, costs, expenses, obligations, causes of action, and rights of recovery, including reasonable attorneys' fees, relating to or arising from Buyer's ownership, occupancy, use, development, maintenance, or transfer of the Property, or any exacerbation, release, migration, disturbance, disposal, handling, remediation, or regulatory obligation caused by Buyer or Buyer's successors, occupants, agents, contractors, invitees, or assigns. This indemnity shall survive closing.

10. Closing. Closing shall occur on or before December 31, 2026, or on such later date as may be reasonably necessary to complete the final survey, prepare closing documents, and obtain all required municipal approvals, but in all events only after the final Property description and closing documents have been approved by Seller. Closing shall occur at the office of Buyer's title company, Buyer's attorney, Seller's attorney, or by mail or escrow delivery as the Parties may agree. Seller need not attend closing in person and may deliver executed originals in advance.

11. Closing Documents. At closing, the Parties shall execute and deliver the documents reasonably necessary to complete the transaction, including, as applicable, (a) the Deed, (b) a right of first refusal in favor of Seller, (c)

Maine real estate transfer tax declarations, (d) an owner's affidavit or municipal seller affidavit reasonably requested by Buyer's title company and acceptable to Seller, and (e) such customary closing statements and authority documents as may be reasonably required.

12. Closing Costs; Prorations. Buyer shall pay the Purchase Price, the survey cost, Buyer's title examination and title insurance costs, recording fees, Buyer's attorney's fees, and one-half of Maine real estate transfer tax unless exempt or otherwise treated by law. Seller shall pay Seller's attorney's fees and one-half of Maine real estate transfer tax unless exempt or otherwise treated by law. Real estate taxes, if any are separately assessed against the Property, shall be prorated as of the date of closing. Because the Property is being divided from a larger municipal parcel, the Parties shall use reasonable estimates or assessor allocations if no separate tax bill exists.

13. Possession. Possession of the Property shall be delivered to Buyer at closing, subject to the Permitted Encumbrances and the rights reserved by Seller. No personal property is included in the sale unless expressly agreed in writing.

14. Default. If Buyer defaults and fails to cure within ten (10) days after written notice from Seller, Seller may terminate this Agreement and pursue all rights and remedies available at law or in equity. If Seller defaults and fails to cure within ten (10) days after written notice from Buyer, Buyer may terminate this Agreement. Neither Party waives any defense, immunity, limitation, or requirement that may apply under law.

15. Brokerage. Buyer and Seller each represent to the other that no real estate broker, agent, or finder has been engaged by such Party in connection with this transaction. Each Party shall indemnify and hold the other harmless from any claim for a broker's commission or finder's fee arising from the acts or agreements of the indemnifying Party. This Section shall survive closing.

16. Risk of Loss. Risk of loss to the Property shall remain with Seller until closing, except to the extent caused by Buyer or Buyer's agents, contractors, or invitees. Because the Property is vacant or substantially vacant land and is being conveyed as-is, casualty obligations shall be limited to material physical changes to the Property occurring after the Effective Date and before closing that materially impair the Property as surveyed.

17. Assignment. Buyer may not assign this Agreement without Seller's prior written consent, which may be withheld in Seller's discretion, except that Buyer may assign this Agreement to a trust, estate planning entity, or nominee controlled by Buyer if Buyer remains jointly and severally liable and gives Seller written notice before closing. No assignment shall release Buyer without Seller's written consent.

18. Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered personally, by recognized overnight courier or by email with confirmation of transmission, to the addresses set forth below or to such other address as a Party may designate by notice. Notices shall be effective upon delivery, refusal, or confirmed email transmission during normal business hours, or on the next business day if transmitted outside normal business hours.

If to Seller:	If to Buyer:
<p>City of Westbrook Attn: City Administrator 2 York Street Westbrook, ME 04092 Email: aholmes@westbrook.me.us</p> <p><i>With a copy to:</i> Cameron Ferrante, Esq. Preti, Flaherty, Beliveau & Pachios, LLP PO Box 9546 Portland, ME 04112-9546 Email: cferrante@preti.com</p>	<p>Dori Schulberger [REDACTED]</p> <p><i>With a copy to:</i> Andrew Broaddus, Esq. PO Box 368 Westbrook, ME 04098 Email: Abroaddus@aol.com</p>

19. General Provisions. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. Time is of the essence. This Agreement contains the entire agreement of the Parties with respect to the transaction and supersedes all prior discussions and understandings. This Agreement may be amended only by a writing signed by both Parties. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original. If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect. The headings are for convenience only. This Agreement shall bind and benefit the Parties and their permitted successors and assigns. The rights and obligations that by their terms or nature are intended to survive closing or termination shall survive.

20. Time for Acceptance. This Agreement shall constitute an offer until accepted by the other Party. Unless accepted in writing on or before November 15, 2026, this Agreement shall be void and of no further effect unless extended in writing by the offering Party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

CITY OF WESTBROOK

By: _____

Name: _____

Title: _____

DORI SCHULBERGER

DRAFT

EXHIBIT A
Property Description

[To be replaced before closing with the metes and bounds description prepared by a Maine licensed surveyor and approved by Seller.]

For interim reference only, the Property is the approximately triangular portion of Seller's larger parcel located on or near Water Street in Westbrook, Cumberland County, Maine, shown generally below, and containing approximately 8,985 square feet, more or less. This interim description is not intended for conveyance or recording.



EXHIBIT B

Reserved Easements and Right of First Refusal

[To be replaced or supplemented before closing with final recordable forms approved by Seller, including the public pathway easement, construction/access/maintenance easement, and right of first refusal.]

DRAFT



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: November 2, 2026

Order: 2026-123

Approving the 2026-2029 Collective Bargaining Agreement with the Westbrook Essential Services Unit

That the Westbrook City Council hereby approves the attached 2026-2029 Collective Bargaining Agreement with the Teamsters Local Union No. 340 (Westbrook Essential Services Unit), a copy of which shall be placed on file with the Human Resources Department.

First Reading: November 2, 2026

Second and Final Reading: November 16, 2026

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

REQUEST FOR COUNCIL ACTION

PROPOSED TITLE: Approving the 2026-2029 Collective Bargaining Agreement with the Westbrook Essential Services Unit

REQUESTED BY: Angela Holmes

DATE: 11/2/2026

SUMMARY:

This approves the 2026-2029 Collective Bargaining Agreement between the City of Westbrook and the Westbrook Essential Services Unit.

The Essential Services Unit was established to separate 12 positions from the existing General Unit and recognize them as a distinct bargaining unit represented by Teamsters Local Union No. 340. This change provided an opportunity to develop a collective bargaining agreement that more appropriately addresses the compensation, benefits, and working conditions of these employees. In March 2026, the City and the Union filed the necessary documentation with the Maine Labor Relations Board to formalize the removal of these positions from the General Unit and their placement into the newly established Essential Services Unit. The filing was accepted by the Board, formalizing the change in bargaining unit representation.

As a starting point for the new unit, the City and the Union used the existing General Unit collective bargaining agreement as a template, providing a consistent foundation for contract language, benefits, and working conditions while allowing for provisions specific to the Essential Services Unit.

A significant component of the agreement is the implementation of a new pay scale effective July 1, 2026, developed using salary market data obtained from area municipalities. Individual wage increases will vary based on each position's placement on the new pay scale and the corresponding market data, with an average increase of approximately 5% across the unit.

Additional provisions include:

- **Annual Wage Adjustments:** A 3% cost-of-living adjustment effective July 1, 2027 and July 1, 2028.
- **Signing Bonus:** A one-time \$500 signing bonus for each of the 12 bargaining-unit members following settlement and ratification of the agreement.
- **Benefits and Working Conditions:** Updates to reflect current City practices, changes in applicable law, and organizational changes, including revisions to overtime, vacation and sick leave, clothing allowances, education reimbursement, and Maine Paid Family Medical Leave.

The projected costs associated with the new pay scale, signing bonus, and negotiated wage

adjustments are as follows:

Contract Year	Projected Cost
Year 1: July 1, 2026 - June 30, 2027	\$45,375.31
One-time Signing Bonus	\$6,000
Year 2: July 1, 2027 – June 30, 2028	\$27,813.87
Year 3: July 1, 2028 – June 30, 2029	\$28,648.28
Total Three-Year Salary Costs	\$107,837.46

These estimates do not include already scheduled step increases and any additional costs associated with other agreement provisions.

The terms of this agreement were ratified by a vote of the union membership. The new contract, reflecting the negotiated changes, is enclosed for City Council review and consideration.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WESTBROOK

AND

TEAMSTERS LOCAL UNION NO. 340

FOR THE

WESTBROOK ESSENTIAL SERVICES UNIT

JULY 1, 202~~3~~6 TO JUNE 30, 202~~6~~9

Table of Contents

ARTICLE 1 – PARTIES & RECOGNITION	5
ARTICLE 2 – UNION MEMBERSHIP, DUES DEDUCTION, & UNIT COVERAGE	5
ARTICLE 3 – PROBATIONARY PERIOD	6
ARTICLE 4 – SENIORITY	6
ARTICLE 5 – NON-DISCRIMINATION, BULLETIN BOARDS, & UNION ACTIVITIES	7
ARTICLE 6 – LAY-OFFS & CONTRACTING OUT	8
ARTICLE 7 – WORK HOURS	10
ARTICLE 8 – OVERTIME	11
ARTICLE 9 – PERSONNEL FILES.....	14
ARTICLE 10 – DISCIPLINE	14
ARTICLE 11 - DISPUTE RESOLUTION	15
ARTICLE 12 – MANAGEMENT RIGHTS	18
ARTICLE 13 – DEPARTMENTAL RULES.....	18
ARTICLE 14 – NO STRIKES OR LOCKOUTS.....	19
ARTICLE 15 - JOB CLASSIFICATION AND PAY PLAN	21
ARTICLE 16- CUSTOMER SERVICE PLAN.....	24
ARTICLE 17 - VACATIONS	24
ARTICLE 18 - HOLIDAYS	26
ARTICLE 19 - SICK LEAVE.....	27
ARTICLE 20 - MISCELLANEOUS PAID LEAVE & ADMINISTRATIVE LEAVE	30
ARTICLE 21 - HEALTH INSURANCE.....	32
ARTICLE 22 - VACANCIES	34
ARTICLE 23 - EDUCATION REIMBURSEMENT	35
ARTICLE 24 – CLOTHING ALLOWANCE.....	37
ARTICLE 25 – MILEAGE REIMBURSEMENT.....	39
ARTICLE 26 - STORM & EMERGENCY POLICY	39
ARTICLE 27 – RETIREMENT	41
ARTICLE 28 – LABOR/MANAGEMENT COMMITTEE.....	42
ARTICLE 29 - ENTIRE AGREEMENT	42
ARTICLE 30 - CONTRACT DATES AND TERMINATION	44
APPENDIX A – PAY SCALE	46

ARTICLE 1 – PARTIES – RECOGNITION	4
ARTICLE 2 – UNION MEMBERSHIP – DUES DEDUCTION – UNIT COVERAGE	4
ARTICLE 3 – PROBATIONARY PERIOD	5
ARTICLE 4 – SENIORITY	5
ARTICLE 5 – NON-DISCRIMINATION – BULLETIN BOARDS – UNION ACTIVITIES	5
ARTICLE 6 – LAY-OFFS, CONTRACTING OUT, PART-TIME EMPLOYMENT	6
ARTICLE 7 – WORK HOURS	8
ARTICLE 8 – PERSONNEL FILES	10
ARTICLE 9 – DISCIPLINE	10
ARTICLE 10 – DISPUTE RESOLUTION	11
ARTICLE 11 – MANAGEMENT RIGHTS	13
ARTICLE 12 – DEPARTMENTAL RULES	14
ARTICLE 13 – NO STRIKES OR LOCKOUTS	15
ARTICLE 14 – OVERTIME	15
ARTICLE 15 – JOB CLASSIFICATION AND PAY PLAN	17
ARTICLE 16 – CUSTOMER SERVICE PLAN	19
ARTICLE 17 – VACATIONS	20
ARTICLE 18 – HOLIDAYS	21
ARTICLE 19 – SICK LEAVE	22
ARTICLE 20 – MISCELLANEOUS PAID LEAVE – ADMINISTRATIVE LEAVE	25
ARTICLE 21 – HEALTH INSURANCE	27
ARTICLE 22 – VACANCIES	30
ARTICLE 23 – EDUCATION REIMBURSEMENT	31
ARTICLE 24 – CLOTHING ALLOWANCE	32
ARTICLE 25 – MILEAGE REIMBURSEMENT	34
ARTICLE 26 – STORM POLICY	34
ARTICLE 27 – RETIREMENT	36
ARTICLE 28 – LABOR/MANAGEMENT COMMITTEE	37
ARTICLE 29 – ENTIRE AGREEMENT	37
ARTICLE 30 – CONTRACT DATES AND TERMINATION	39
APPENDIX A – PAY SCALE	41
APPENDIX A – PAY SCALE	42
APPENDIX B – CALCULATION OF PART-TIME BENEFITS	44

APPENDIX C – IRREGULAR WORK SCHEDULE POSITIONS45

ARTICLE 1 – PARTIES ~~–&~~ RECOGNITION

- A. This agreement is entered into by and between the City of Westbrook, a municipal corporation, located at Westbrook, Maine, hereinafter called the City, and Teamsters Local Union No. 340, hereinafter called the Union.
- B. The City recognizes the Union as the exclusive bargaining agent for all employees properly included in the Westbrook Essential Services ~~u~~Unit, as set forth in Article 2 for purposes of collective bargaining with respect to wages, hours, working conditions, and contract grievance arbitration.

ARTICLE 2 – UNION MEMBERSHIP, ~~–~~ DUES DEDUCTION, ~~&~~ – UNIT COVERAGE

~~A. The bargaining unit covered by this contract shall be comprised of permanent regular full-time employees and those permanent, part-time employees who are regularly scheduled to work at least 20 hours per week, per City Council designation, in those classifications listed in Article 15 and Appendix A. in the following job classifications: Field Technician, Records Administrator, Assistant Facilities and Grounds Superintendent, Public Services Office Coordinator, Sustainability Coordinator, Assistant Code Enforcement Officer, Building Superintendent, Facilities and Grounds Superintendent, Operations Supervisor (Streets and Vehicles), and Wastewater Supervisor.~~

~~For purposes of this Agreement, “essential services employees” shall be defined as employees whose primary duties are necessary to maintain the continuity of critical municipal operations, public infrastructure, including but not limited to maintenance, operational, facilities, wastewater, grounds, and administrative support functions essential to City services. Any newly created position determined by the City to fall within this definition and not otherwise assigned to another bargaining unit or excluded classification shall be included in this bargaining unit unless mutually agreed otherwise by the parties.~~

~~Membership shall include similar administrative, clerical, and maintenance positions that are not included within other City unions (with the following job classifications are excluded exception of from this bargaining unit: fire/police employees, call firefighters, per diem dispatchers, Community Center seasonal and part-time staff, Library Professional Subs, non-union personnel, rescue personnel, crossing guards, and School Department employees), and any positions otherwise excluded by law those otherwise exemptor included within other City unions.~~

Employees of the Westbrook Essential Services Unit, pursuant to Title 26 M.R.S.A. Section 963, shall be afforded the free and unrestrained right to join the Union

voluntarily and to participate in its activities. Neither party shall directly or indirectly interfere with, intimidate, restrain, coerce, or discriminate against any employee in the exercise of those rights.

A.B. The City agrees to deduct Union dues from those employees who are Union members and who maintain on file with the City a signed dues deduction authorization card. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all covered employees shall be remitted together with an itemized statement to Teamsters Local Union No. 340, by the 15th of the month following deductions. The Union shall indemnify and hold harmless the City against all claims and suits, which may arise as a result of deductions or other action taken pursuant to this section.

If an employee has no check coming to ~~him or her~~ them, or if the check is not large enough to cover the amount to be deducted, no deduction will be made for that pay period. However, the amount shall be deducted from the next paycheck that is large enough to cover the deduction.

C. All of said employees, as City employees, will regard themselves as governed by the highest degree of honor and integrity in all their public conduct and work assignments. They shall maintain a good personal appearance in order that they shall merit the respect and confidence of the general public. Employees are to observe good safety practices in the conduct of their duties as City employees and shall see that any City property and/or equipment, which is in their custody, is properly cared for.

ARTICLE 3 – PROBATIONARY PERIOD

All new employees shall serve a probationary period of six (6) months. ~~Pursuant to the requirements of Title 26, M.R.S.A., Section 962 (6) (F), such~~ Such probationary employees shall not be subject to the provisions of this contract. All employees retained beyond six (6) months shall from thence on be subject to the terms of this agreement and their seniority rights and length of service, unless otherwise specifically provided, shall be deemed to have begun on the date of initial employment.

ARTICLE 4 – SENIORITY

An employee's seniority date shall be their first date of work within the Westbrook Essential Services Unit. Employees who transfer into this bargaining unit as part of the establishment of this unit upon execution of this Agreement, effective on July 1, 2026, shall retain their original seniority date from their prior bargaining unit for all purposes under this Agreement.
~~–The City of Westbrook~~ shall establish a single seniority list naming all the employees of the bargaining unit and it shall be brought up to date as of January 1st of each year, and a copy ~~shall be posted on the union bulletin board for a period of not less than thirty (30) days. A copy of same~~ shall be mailed to the Secretary-Treasurer of the Union, and the Union Stewards. Any objections to the seniority list ~~as posted~~ shall be reported in writing to the City ~~of Westbrook~~ within thirty (30) days or it shall stand as approved. Seniority begins when an employee enters the Westbrook Essential Services Unit bargaining unit. If more than one (1) employee should have the same seniority date, the employee with the earliest start time of that date shall prevail. Should more than one (1) employee have the same start time on the same date, the date of hire with the City shall prevail. If this does not resolve the issue, a method such as a coin toss or drawing a name shall determine the senior person.

ARTICLE 5 – NON-DISCRIMINATION, ~~–~~ BULLETIN BOARDS, &– UNION ACTIVITIES

- A. The provisions of this agreement shall be applied equally to all employees covered by the agreement without regard to race, color, national origin, gender, gender identity, age, sexual orientation, marital status, religion, disability status, protected veteran status, and parental status. The City agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of union membership or because of any activity related to Union business which is not contrary to the provisions of this contract. The Union agrees to fairly represent without discrimination all members of the bargaining unit.
- B. The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union, ~~including a glass enclosed bulletin board at City Hall~~. The Union shall limit its posting of notices and bulletins to such bulletin boards. All notices, lists or other materials required by the terms of this agreement to be posted by the City shall be posted on these bulletin boards.
- C. The City agrees that employees may on City time and on City premises conduct the following Union activities: Collect Union dues, fees or assessments (if not collected by the City), post notices, distribute literature, communicate with City representatives on contract interpretation or application, investigate grievances of employees; provided that such activities in the aggregate do not exceed four (4) hours in any one week. Scheduled Step 3 grievance hearings and arbitration hearings shall not be included in the four (4) hour time limitation.

Members of the Union negotiating team may, when negotiating sessions are scheduled during their assigned shift, participate in such sessions without loss of pay or other benefits, but shall not be compensated for negotiating outside of their assigned work schedule.

It is agreed that representatives of the Union, including local representatives, or International representatives, shall have ~~full and free~~ reasonable access to the City's premises during working hours to conduct Union business. Such access shall not unreasonably interfere with the operations of the City. In the event, an employee must leave their assigned duties to meet with a Union representative, advanced notice shall be provided to the City Administrator or their designee. A list of such authorized Union representatives shall be furnished to the Mayor by the Union.

Union activities on City time and City premises, as allowed by this section, shall be scheduled, and conducted in a manner so as to minimize interference with the work of the department involved.

ARTICLE 6 – LAY-OFFS, & CONTRACTING OUT, PART-TIME EMPLOYMENT

A. In the event that any departmental activity is eliminated or otherwise curtailed by the City, which action results in the reduction of the number of employees determined by the City to be necessary, the City will make lay-offs in the order of inverse seniority, provided that ~~temporary, part-time and~~ probationary employees in the same job class shall be laid off before permanent-regular full-time employees. Seniority, for the purposes of layoff, shall be determined as defined by Article 4 – Seniority.

1. Employees; whose positions are eliminated; shall have the right to replace any employee with less seniority in an equal or lower job classification, provided they are qualified for that job classification or have s held that position in a department within the last five (5) years. Employees thus bumped from their positions shall, if qualified, have the right to bump less senior employees in equal or lower job classifications. ~~A qualified full-time employee shall have the right to replace a less-senior part-time employee, if qualified. However, no part-time employee shall have the right to "bump" a full-time employee, irrespective of seniority.~~
2. An employee who has a minimum of ten (10) years' service with the City, and who has exercised bumping rights to replace an employee in a lower pay classification, shall be placed on that step on the lower pay classification that is most equivalent to their current rate of pay; however, in no event shall the rate of pay exceed the maximum step for the new classification.

3. Qualifications for replacing an employee with less seniority in an equal or lower job classification shall be determined by testing for skills required in the job description. Standardized testing shall be administered by an independent contractor and will be based on the required components of the job description. An employee whose position has been eliminated and is seeking to exercise bumping rights will be allowed to take up to a maximum of three (3) skills tests in the ~~thirty (30)~~ days following the date of layoff. ~~—~~ If the testing procedure concludes and it is determined that the employee is not qualified to bump into the position(s) identified by the employee, ~~s/he~~they will be notified of final layoff.
4. In the instance an employee is deemed “qualified” for a new position the employee will be subject to a probationary period, not less than ~~six (6)~~ months, during which time the employee’s suitability for the role will be evaluated. After ~~ninety (90)~~ days in the new position, the employee’s supervisor will be responsible for identifying, in-writing to the employee, areas in need of improvement. At the conclusion of the probationary period should the employee’s performance not warrant continued placement in the position the employee will be subject to the same separation package offered by the City at the time the employee’s initial position was eliminated.
5. No new employee shall be hired until any qualified employee on lay-off status has been given an opportunity to fill the vacancy. Employees on lay-off status desiring to return to work, and who are qualified for the vacancy, shall be rehired according to seniority. The right of a laid-off employee to be rehired, if qualified, to fill a vacancy shall continue for a period of fifteen (15) months from the date of lay-off provided the employee, during that period, has not resigned, and provided that the employee notifies the City of their continued interest each six (6) months. The employee will be notified, in writing, of this requirement at the time of lay-off.

~~The Mayor is authorized to appoint, annually, a Municipal Arborist of their choice. The Mayor may select a union employee for such an appointment, which shall not affect the employee’s right to participate in union activities.~~

- B. The parties agree that, in the event that the City contracts out for goods and services, full-time employees of the Unit will not be laid off as a result, although the work-force may be reduced by attrition. ~~— City and Union further agree that such contracting out restriction shall not apply to those Unit employees hired after July 1, 1997, during the term of the current Agreement or for a period of 12 months from the date of hire -- which ever is longer. Neither shall said restriction apply to part-time personnel. In entering this Agreement, which provides for the inclusion of designated regular part-time employees in the bargaining unit, t~~The Union acknowledges the City’s ongoing practice of using regular part-time employees to augment the municipal workforce, motivated by a desire to provide the best customer service to its citizens, while keeping within budget restrictions. In entering this Agreement, the City reaffirms that

its intent is not to replace full-time positions with part-time personnel or to otherwise piecemeal what should be full-time positions with several part-time jobs.

ARTICLE 7 – WORK HOURS

- A. ~~The normal workweek for full-time employees shall consist of forty (40) hours within a seven (7) consecutive day period, beginning at 12:00 AM on Sunday and ending at 11:59PM on Saturday.~~

~~The standard work schedule shall be five (5) consecutive workdays of eight (8) hours each, typically Monday through Friday. However, the City may establish alternative work schedules to meet operational needs, including but not limited to four (4) consecutive workdays of ten (10) hours each. The City may also assign employees to irregular schedules, provided such schedules fall within the established forty (40) hour workweek. Irregular schedules may include varying start and end times and may require work during morning, evening, and weekend hours. Work shifts under such schedules may exceed eight (8) hours in a single day.~~

~~The basic workweek for all full-time employees shall be five (5) consecutive days, forty (40) work hours per week. Except as otherwise provided in this contract, employees who work more than eight (8) hours in a single day shall be paid time and one half (1½) for hours worked beyond 8 hours, and employees who work eight (8) hours or less in a single day shall be paid for hours actually worked.~~

- ~~B. Positions identified in Appendix C may be assigned to work an irregular schedule as their basic workweek. Irregular schedules will fall within the basic workweek as defined in Section A and may include morning, evening and weekend programming and may exceed 8 hours in a single day. Changes to established schedules shall be made with a minimum of five (5) days advance notice unless the notice period is waived by mutual agreement. Positions identified in Appendix C will receive Overtime rules are outlined in Article 8 - Overtime for any hours worked beyond 40 in a workweek; they will not be eligible for the daily overtime provision.~~

- ~~BE.~~ In fairness to citizens, all unit employees will be expected to promptly report to their workstations, prior to the commencement of ~~customer service~~work hours; to return promptly after lunch and authorized break periods; and to complete their ~~customer and clerical transactions~~work at the end of the day. Tardiness, including the practice of “wandering in” or “wandering off,” even if set off with off-duty time, will not be tolerated, and shall constitute cause for discipline.

- ~~CD.~~ With one (1) week’s prior notice, the City is authorized to schedule employee workday(s) hours to commence and to end up to one (1) hour earlier or later than their regular hours of work, without incurring overtime as a result. The employee’s supervisor shall indicate the duration of this flextime at the outset.

~~DE. With the exception of Public Services employees, a~~All unit ~~members-employees~~ will have a ~~twenty (320)-~~ minute unpaid lunch break. Lunch or meal periods shall be as close to the middle of the work period as practicable, given the staffing needs of the department involved. ~~Morning and afternoon~~One paid breaks of ~~ten fifteen~~ (15) minutes maximum duration may be granted by the Department Head, or their designee, if the workload permits. ~~The Department Head, or their designee, shall determine the time for said breaks. Public Services employees having a straight 40 work schedule (e.g., 7AM – 3PM) shall receive a twenty (20) minute paid lunch period. One paid ten (10) minute break may be granted by the Department Head, or their designee, if the workload permits. The Department Head, or their designee, shall determine the time for said breaks.~~

EF. The following provisions shall apply specifically to Operations Supervisors:

1. Assignments to shifts with hours between 6:00PM and 6:00AM shall be voluntary provided that if no employees within that classification accept the assignment, the City may assign the least senior employees in the classification to fill that shift. No employee shall be required to work after hours assignments for more than fifteen (15) consecutive days. After hours assignments for which no volunteers exist shall rotate every fifteen (15) days in order of inverse seniority.
2. Nothing herein shall be construed to limit the authority of the City to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the City has no control. Such emergency assignments shall not extend beyond the period of such emergency. It is agreed that such emergency assignments are not intended to restrict or eliminate overtime.
3. Operations Supervisors whose assigned shift includes hours between 6:00PM and 6:00AM shall be paid a wage differential, added to the base hourly wage for all hours worked as part of their assigned shift between 6:00PM and 6:00AM. A wage differential of \$4.00 per hour shall be paid for said after-hours shifts.

ARTICLE 8 – OVERTIME

- A. When employees are required to work beyond forty (40) hours per week, or in excess of eight hours daily, whichever is greater, they shall be paid time and one half (1 ½) for the hours worked in excess of those standards, ~~except as otherwise provided in this Article when the City changes their schedule without providing at least five (5) calendar days' advance notice unless the notice period is waived by mutual agreement. Positions identified in Appendix C will receive overtime for any hours worked beyond forty (40) in a workweek; they will not be eligible for the daily overtime provision.~~ Hours

compensated at an overtime rate shall not be used in the calculation of additional overtime (“pyramiding”).

- If there is no change to an employee’s regularly scheduled hours, the employee is eligible for overtime at one and one-half (1½) times their regular rate for hours worked in excess of eight (8) hours in a day.
- If the City changes an employee’s work schedule and provides at least five (5) calendar days’ advance notice or the notice period is waived by mutual agreement, the employee will not be eligible for daily overtime for the duration of the schedule change, whether the change is temporary (for example, for a specified number of weeks) or permanent.
- If the City changes an employee’s work schedule without providing at least five (5) calendar days’ advance notice, the employee will remain eligible for daily overtime for hours worked in excess of eight (8) hours in a day.
 - Example: If an employee works twelve (12) hours on Sunday in response to a snowstorm and works thirty-six (36) additional hours during the remainder of the workweek, the employee shall be compensated for thirty-six (36) hours at the regular rate and twelve (12) hours at the overtime rate.
- Employees assigned to a regularly scheduled four (4) day, ten (10) hour workweek are eligible for overtime only for hours worked in excess of forty (40) hours in a workweek and are not eligible for daily overtime after eight (8) hours in a day.

The computation of “hours worked” for overtime purposes shall include vacation, holiday, bereavement time, and family and personal sick time but shall not include all forms of compensatory time.

All overtime work must be authorized in advance by the employee’s supervisor, except in emergency situations.

The City retains the right to schedule and assign overtime work as necessary to meet operational needs.

Upon written agreement between the employee and the Department Head, or their designee, overtime work may be compensated through use of compensatory time off, which may be used in a work week other than the one that it was earned. However, this use of compensatory time is subject to the following restrictions:

1. Compensatory time is not considered hours worked for purpose of overtime calculation.
2. Compensatory time is placed on the books at a rate of time and one half (1 ½), which is equivalent to the rate that it would have been paid if the overtime had been paid in the period that it was earned.
3. Each employee is allowed to earn no more than sixty (60) hours cumulatively, in any calendar year forty (40) hours at time and one half (1 ½)}.

4. The ability to use accrued compensatory time is solely at the discretion of the Department Head, or their designee. However, an employee who feels that their ability to use compensatory time has been unfairly withheld may seek relief through the Mayor's office. It is understood that the decision of the Mayor, or their designee is final and binding on all aspects of this provision and not subjects to any grievance process.
 5. Earned and unused compensatory time shall be paid out on the second pay date in December of each year.
- B. Any employee called back to work after having left their place of employment shall be guaranteed a minimum of four (4) hours at time and one half (1½), which shall not be counted as actual hours worked toward overtime. The employee and the Department Head, or their designee, may agree to any other mutually satisfactory arrangement regarding occasional callbacks including some reasonable amount of compensating time off within the same pay period in lieu of pay. Where a callback results in the employee working more than four (4) hours, the rate of pay shall be computed as provided in Section A of this Article.
- C. Any unit member who requests, is asked, or otherwise mutually agrees to work a flexible schedule on either a temporary or as agreed upon basis in order to provide morning, evening and weekend programming for the citizens of Westbrook will not be eligible for the daily overtime provision (hours worked in excess of eight (8) per day). Should the employee be temporarily mandated to work greater than eight (8) hours in a day, involuntarily, the daily overtime provision shall apply. Under no circumstances will employees be permitted to waive their right to overtime compensation, or comp time in lieu of overtime, for hours worked in excess of forty (40) per week.
- D. Those required to attend evening meetings of the City Council and other meetings of City boards and committee shall be paid a guaranteed minimum of two (2) hours at time and one half (1½), which shall not be counted as actual hours worked toward overtime. The employee shall have the option of placing such work hours on the books as compensating time, in lieu of overtime pay, at the rate of time and one half (1½). Such time may be accumulated up to forty (40) hours and may be taken off at a time mutually agreeable with the Department Head, or their designee. This compensating time off shall be considered "Meeting Compensating Time" and henceforth not subject to the other provisions listed in the previous section.
- E. Employees shall not perform work, including checking emails, after having left their place of employment without the express permission of their Department Head, or their designee. Any employee who must respond to a work-related e-mail, phone call or text message after having left their place of employment shall be guaranteed a minimum of fifteen (15) minutes at straight time for all interactions exceeding six (6) minutes in duration, or when the aggregate of said interactions during a single day exceeds six (6) minutes in duration. Such time shall count as actual hours worked for the purpose of

calculating overtime. The employee will be responsible for accurately recording such time and submitting as part of the normal weekly timekeeping procedure.

- F. Upon seven (7) calendar days' notice, a department can call an all staff meeting. Employees who attend said meeting will be guaranteed a minimum of one (1) hour at straight time, which shall count as actual hours worked toward overtime.
- G. Notwithstanding Article 7A, during winter operations, November 15 to April 15, Operations Supervisors will be paid the overtime rate for all hours worked outside their regularly scheduled shift.

ARTICLE 98 – PERSONNEL FILES

An individual personnel file shall be kept on all employees of the departments, and a copy of all items placed in ~~his or her~~their file shall be given to the employee upon written request. An employee may inspect ~~his or her~~their file at any time during normal business hours when Human Resources staff are available and may submit a written request for corrections of any errors or omissions. However, as required by Title 30, M.R.S.A., Section 22572701, personnel files are otherwise confidential, and information therein shall be released only in accordance with law and/or with the written authorization of the employee.

ARTICLE 109 – DISCIPLINE

No bargaining unit ~~member~~employee shall be disciplined by the City without just cause. Just cause may include, but is not limited to the following: violation of any work or safety rules established by the City; insubordination; neglect of duty; negligent performance of duty; failure to report for work without notice and without good cause; violation of the sick leave provisions of this contract; destruction of City property; sleeping on duty; dishonesty; coming to work under the influence of drugs or alcohol; drinking intoxicants or taking drugs on the job (except where such drugs are authorized by a physician and notice has been given to the Department Head).

Disciplinary action shall include the following: oral reprimand; written reprimand; suspension; demotion; discharge. The employee shall sign a written acknowledgement of any oral reprimand and receive a copy thereof. The City agrees to apply the principles of progressive discipline but reserves the right to determine which level of discipline is appropriate to the particular offense committed. Disciplinary demotion shall not result in the layoff or discharge of other employees.

The parties agree that supervisory positions have a major leadership role and, as supervisors, are responsible for setting an example for other non-supervisory employees.

As a result, thereof, supervisory employees may be held to a higher standard of performance than non-supervisory employees.

No employee shall be suspended without pay, demoted, or discharged except upon written notice stating the reasons therefore, except in cases of gross misconduct or where the Department Head determines that the employee's continued presence on the job represents a potential danger to ~~persons~~people or property or would interfere with the operations or safety of the ~~D~~department. In all cases written notice shall be given to the employee within five (5) working days of the effective date of the disciplinary action.

Information regarding minor infractions and discipline (oral and written warnings) shall not become the basis for further disciplinary action or to increase the severity of any disciplinary action after twelve (12) months. Information regarding infractions and discipline of a serious nature shall not become the basis for further disciplinary action or to increase the severity of any disciplinary action after twenty-four (24) months. Information regarding infractions and discipline may be taken into consideration in the event disciplinary action against that employee on any matter that occurs within the specified time period. If such further disciplinary action is taken, the time period for "inactivating" records of disciplinary records in the personnel file will recommence as of the date of the subsequent disciplinary action~~-.~~ .

All instances of complaints or accusations against a Westbrook Essential Services Unit employee shall be supported by a written complaint signed by the complainant. The employee and the Union shall be notified within seventy-two (72) hours of such complaint and shall be told of the allegations of the complaint, unless it requires criminal investigation regarding employment with the City~~-of Westbrook~~, when the notification period will be extended until such time as the investigation is complete.

ARTICLE 1~~10~~ - DISPUTE RESOLUTION

- A. For purposes of this agreement, a grievance is defined as a dispute between the parties as to the meaning or application of a specific term or provision of this contract. Any written grievance submitted shall specifically identify the Article, Clause, Section and alleged violation~~.,~~ and the precise remedial action requested.
- B. The following procedures shall be used in the handling of grievances provided that time limits may be extended by mutual consent of the parties; such extension requests and responses to the same shall be in writing and copies shall be forwarded to all the parties involved:

Step 1. An employee and/or the ~~shop~~Union ~~s~~Steward shall present the grievance orally to the employee's immediate supervisor within ten (10) working days of the act or omission giving rise to the grievance or within ten (10) working

days from the time the employee should reasonably have been aware of the grievance.

Step 2. If the grievance is not satisfactorily settled at Step 1, a written grievance may be filed within ten (10) working days from the date of when the Step 1 response is due. The Department Head shall hold a hearing on the grievance within ten (10) working days from ~~the~~ receipt of the grievance. The employee and/or ~~Unionshop s~~Steward shall be given an opportunity to present their case and to respond to any evidence or allegations of the City. The Department Head shall issue a written response to the employee and/or ~~Unionshop s~~Steward to the Step 2 grievance within ten (10) working days after the hearing.

Step 3. If the grievance is not satisfactorily settled at Step 2, the employee and/or Union may request a Step 3 hearing with the Mayor or their ~~personnel~~ ~~representative~~designee within ten (10) working days of the date after the Step 2 response is due. The Step 3 hearing shall be held within ten (10) working days of the request. The Mayor or their ~~representative~~designee shall respond in writing to the ~~U~~nion, the Union ~~S~~teward, and the employee within ten (10) working days of the Step 3 hearing. Any dispute regarding job descriptions and/or assignment of classification to a wage level shall be referred to Step 3 of the Dispute Resolution provision within 30 working days after the discussion between parties is concluded.

Step 4. If the dispute remains unresolved, the employee and/or the Union may within ten (10) working days after the Step 3 response is due request in writing that the dispute be submitted to arbitration in accordance with the following:

- a. The parties shall, within ten (10) days of the request for arbitration, mutually agree on an arbitrator. If the parties fail to mutually agree on an arbitrator, the requesting party shall make an application to the American Arbitration Association in accordance with that organization's then existing rules for the selection of an arbitrator to decide the dispute. Expenses for the arbitrator and arbitration proceedings shall be divided equally between the parties. Each party shall bear the expense of preparing and presenting its own case including payment of its representatives and witnesses. A verbatim record may be made at the expense of the requesting party. A copy of such record shall be made available to the other party and the arbitrator.
- b. As an alternative to the selection of a single arbitrator as set forth in subsection a., the parties, upon mutual consent, may request that a tripartite panel of the Maine Board of Arbitration and conciliation be

selected to serve as the arbitrator. All procedures and standards of review set forth herein shall apply to their determination.

- c. Grievance involving disciplinary action, layoffs, demotions, transfers shall be subject to the grievance procedure, but no arbitrator shall have the power to substitute their judgment for that of the City or to overrule the decision of the City unless they find~~s~~ that the City acted arbitrarily, in bad faith, without reason and in violation of the specific terms of this agreement.

The decision of the arbitrator shall be final and binding on both parties provided the arbitrator complies with the following:

1. The authority of the arbitrator is limited to disposing of the precise issue submitted.
2. If either party raises the issue of arbitrability, the arbitrator shall make a preliminary ruling on the issue subject to appeal by either party to a court of competent jurisdiction.
3. The arbitrator's decision shall be consistent with the laws of the State of Maine.
4. The arbitrator shall have no authority to alter or to add to any terms of this contract or to impose on the City any duty, responsibility, or limitation~~s~~ not expressly set forth in this contract.

C. The City shall have the right to process grievances beginning at Step 3 through arbitration in accordance with Section B.

D. To provide for the mutual resolution of conflicts involving Federal, State or Local laws, regulations, and rules which affect the employees of the department, the Union may process grievances concerning such laws, regulations, or rules through Step 3 of the grievance procedure established in this Article. Such grievances are not subject to Step 4 (arbitration) of the grievance procedure.

E. Periodically, at a time agreeable to both the Union and the City ~~of Westbrook~~, a committee of three (3) representing the Union, shall meet with the Management of the City ~~of Westbrook~~ for the purpose of reviewing matters of mutual interest with the intent to eliminate problems before they become grievances, and to further report on conditions of a nature important to the contract.

- F. The following appeals process is established for disputes concerning performance evaluations. After receiving their performance evaluation, an employee may request a hearing with the Human Resources Director and/or the Department Head and a Union ~~†~~Representative. Any disputes with the content of the performance evaluation are subject to further appeal directly to the Mayor, or their designee under the provisions of this ~~A~~article.

ARTICLE 1~~4~~2 – MANAGEMENT RIGHTS

The Union agrees that the City has the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless such rights are limited by the specific and express terms of this contract. Such rights and powers include but are not limited to the following:

1. To determine the mission, location, and size of all departments or divisions thereof.
2. To direct the work-force.
3. To design and administer a personnel system including the examination, recruitment, selection, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees.
4. To design and administer a program of periodic employee performance evaluations.
5. To establish specifications for each job classification and to reclassify new or existing positions, provided that such reclassification shall not result in the reduction of wages for the reclassified employee.
6. To determine the size and composition of the work-force.
7. To make temporary and/or permanent layoffs at the City's discretion.
8. To contract out for goods and services, provided such contracting out will not result in the layoff of employees in the unit, but the City may reduce the work-force by attrition.
9. To install new, changed, or improved methods of operations.
10. To take whatever actions it may determine are necessary to carry out the missions of the departments or divisions thereof in situations of emergency.

Nothing in the Article shall be construed to deprive unit ~~member~~employees of any rights specifically set forth in this contract.

ARTICLE 1~~2~~3 – DEPARTMENTAL RULES

- A. The City may adopt work rules and safety rules for the operation of the departments and the conduct of its employees provided such rules do not conflict with the express written provisions of this contract.
- B. When existing work or safety rules are changed or new rules established, they shall be posted prominently on all bulletin boards at locations applicable to the affected job classifications. Such changes will to become effective ten (10) days after posting.

- C. During the said ten (10) day period the City, upon request, will meet with the Union and consider any suggestions relating to the proposed rules.
- D. Disputes regarding an alleged conflict between the proposed rules and this contract are subject to the grievance procedures established in Article 10, provided that ~~Paragraph~~ ~~Section~~ B, Step 1 ~~commencesis-commenced~~ within ten (10) working days after the ten (10) day posting period.
- E. Within six (6) months after execution of this ~~c~~Collective ~~B~~bargaining ~~A~~greement, the City will furnish to each employee in the unit a set of written work rules and safety rules and disciplinary rules, if any. The City will furnish each new employee with a set of such rules when such new employee gains permanent employment status in the unit.

ARTICLE 13~~4~~ – NO STRIKES OR LOCKOUTS

The Union agrees that there shall be no strikes, slow downs, or any interference with the efficient operation of the management of the City; and the City agrees that there shall be no lockout of its employees during the term of this contract.

Employees of this unit shall not, under any circumstances, participate in any strike, slow down, or other job action involving other ~~member~~employees of this unit or any other City Union, exclusive of legally conducted informational picketing. This prohibition applies even where such strike, slow down or other job action is provoked or otherwise justifiable. Violation of this provision shall constitute just cause for dismissal.

ARTICLE 14 – OVERTIME

~~A. When employees are required to work beyond forty (40) hours per week, or in excess of eight hours (8) daily, whichever is greater, they shall be paid time and one half (1 ½) for the hours worked in excess of those standards. Positions identified in Appendix C will receive overtime for any hours worked beyond 40 in a workweek; they will not be eligible for the daily overtime provision. Hours compensated at an overtime rate shall not be used in the calculation of additional overtime (“pyramiding”).~~

~~The computation of “hours worked” for overtime purposes shall include vacation, holiday, bereavement time, and family and personal sick time but shall not include all forms of compensating time.~~

~~Upon written agreement between the employee and the Department Head, overtime work may be compensated through use of compensatory time off, which may be used in~~

a work week other than the one that it was earned. However, this use of compensatory time is subject to the following restrictions:

- ~~1. Compensatory time is not considered hours worked for purpose of overtime calculation.~~
 - ~~2. Compensatory time is placed on the books at a rate of time and one half (1½), which is equivalent to the rate that it would have been paid at if the overtime had been paid in the period that it was earned.~~
 - ~~3. Each employee is allowed to earn no more than sixty (60) hours cumulative, in any calendar year. (40 hours at time and one half (1½)).~~
 - ~~4. The ability to use accrued compensatory time is solely at the discretion of the Department Head. However, an employee who feels that their ability to use compensatory time has been unfairly withheld may seek relief through the Mayor's office. It is understood that the decision of the Mayor or their designee is final and binding on all aspects of this provision and not subjects to any grievance process.~~
 - ~~5. Earned and unused compensatory time shall be paid out the second pay date in December of each year.~~
- ~~B. Any employee called back to work after having left their place of employment shall be guaranteed a minimum of four (4) hours at time and one half, which shall not be counted as actual hours worked toward overtime. The employee and the Department Head may agree to any other mutually satisfactory arrangement regarding occasional callbacks including some reasonable amount of compensating time off within the same pay period in lieu of pay. Where a callback results in the employee working more than four (4) hours, the rate of pay shall be computed as provided in Section A of this Article.~~
- ~~C. Any unit member who requests, is asked, or otherwise mutually agrees to work a flexible schedule on either a temporary or as agreed upon basis in order to provide morning, evening and weekend programming for the Citizens of Westbrook will not be eligible for the daily overtime provision (hours worked in excess of eight (8) per day). Should the employee be temporarily mandated to work greater than eight (8) hours in a day, involuntarily, the daily overtime provision shall apply. Under no circumstances will employees be permitted to waive their right to overtime compensation, or comp time in lieu of overtime, for hours worked in excess of forty (40) per week.~~
- ~~D. Those required to attend evening meetings of the City Council and other meetings of City boards and committee shall be paid a guaranteed minimum of two (2) hours at time and one half, which shall not be counted as actual hours worked toward overtime. The employee shall have the option of placing such work hours on the books as compensating time, in lieu of overtime pay, at the rate of time and one-half (1). Such time may be accumulated up to forty (40) hours and may be taken off at a time mutually agreeable with the department head. This compensating time off shall be considered~~

~~“Meeting Compensating Time” and henceforth not subject to the other provisions listed in the previous section.~~

- ~~E. Employees shall not perform work, including checking emails, after having left their place of employment without the express permission of their Department Head. Any employee who must respond to a work-related phone call or text message after having left their place of employment shall be guaranteed a minimum of fifteen (15) minutes at straight time for all interactions exceeding six (6) minutes in duration, or when the aggregate of said interactions during a single day exceed six (6) minutes in duration. Such time shall count as actual hours worked for the purpose of calculating overtime. The employee will be responsible for accurately recording such time and submitting as part of the normal weekly timekeeping procedure.~~
- ~~F. Upon seven (7) calendar days’ notice, a department can call an all staff meeting. Employees who attend said meeting will be guaranteed a minimum of one (1) hour at straight time, which shall count as actual hours worked toward overtime.~~
- ~~G. Notwithstanding Article 7A, during winter operations, Nov 15 to April 15, Operations Supervisors will be paid the overtime rate for all hours worked outside their regularly scheduled shift.~~

ARTICLE 15 - JOB CLASSIFICATION AND PAY PLAN

- A. The pay scale for those regular full-time ~~and part-time~~ classifications, properly includable within the bargaining unit after six (6) months, is attached as Appendix A, and is incorporated herein.

The parties agree to the principle that work traditionally assigned to the classifications shown on such pay plan shall continue to be assigned to such positions. The Union expressly acknowledges, however, that an employee may be expected to perform work not traditionally assigned such classification, grade, or job. The Union further agrees that the major responsibility of such municipal employees is to serve the best interest of the citizens of Westbrook, as defined by those legally empowered to define that best interest. That service includes, but is not limited to, prompt, thorough, and outstanding customer service. To meet that standard, the parties agree that an employee shall be expected to perform other work in circumstances where qualified employees are not readily available; where customer service would be improved; where emergencies and critical situations exist; where tasks outside an employee’s classification description are part of their normal tasks; and where training and personal development is taking place.

The parties agree that the City shall maintain a job description for each job classification in the unit, which shall describe the duties considered necessary to perform the principal functions of the job. In the event that the duties of a classification are substantially

altered or augmented, on a permanent basis, the City shall revise the job description accordingly; and shall so inform the Union in writing. At a minimum, the City agrees to review essential position requirements and duties on as-needed basis ~~biennially~~ and incorporate changes or additions to existing job descriptions. ~~Either party, at the request of the other, may meet to discuss the impact of the revision(s) on employees. Even if the City and Union disagree regarding the resulting impact, the affected employees shall perform such work as assigned. The wage classification step shall be maintained or revised, in accordance with City's application of existing job evaluation criteria. Should the Union disagree with the assignment of the classification to a particular wage step, it may refer the matter to Step 3 of the grievance procedures, within 30 working days after the discussion between the parties is concluded. All disagreements as to whether the impact of an assignment violates any provision of this Agreement, is subject to the grievance procedure. However, all assignments shall be generally considered in compliance with this section, unless the assignment is found to be a willful violation, repetitive intent to violate, or occurs because of gross negligence of the City.~~

- B. Newly hired employees; and employees transferring to a position within the Essential Unit from another union or non-union position; may be placed up to Step 7 of the appropriate Grade for the position for which they are hired based on relative work experience and other factors. A new hire may be placed above Step 7 based on relative work experience and other factors provided that all other employees within the same job classification who are below Step 7 (as of the new employee's date of hire) shall advance one (1) step for each step above Step 7 at which the new employee was hired.

Example 1. An Operations Supervisor-CSR# is hired at Step 9. The existing CSR# Operations Supervisor is on Step 3 as of the new employee's date of hire and would consequently advance to Step 5.

Example 2. An Operations Supervisor-CSR# is hired at Step 7. The existing CSR# Operations Supervisor is on Step 5 as of the new employee's date of hire and would thus remain at their step.

- C. C. Step promotions will be based on the employee's ~~sr~~ employment anniversary date. The "minimum time between steps" shall be observed between all such promotions, however, there is no minimum time between changes in grades.

- ~~ED.~~ An employee who is promoted to a higher-level position shall be moved to that step on the pay scale that is most appropriate based on relative work experience and other factors, providing the promotion results in a minimum 5% increase. This provision shall not apply to instances of position reclassification. Should an employee's position be reclassified, the employee shall remain at their current step.

~~EE. As described above, employee performance evaluations will be performed every year for each employee on their anniversary date. The performance evaluation form will be~~

~~designed, administered, and modified by the City. A rating of “Meets Expectations” or better on the performance evaluation will be required for a step promotion. In the event that an employee’s performance evaluation is not completed in a timely fashion (within 30 days of the due date), the employee may appeal to the Mayor’s Office for relief. The Mayor or their designee will immediately take action to ensure that the situation is resolved in a fair and unbiased manner within 10 business days of the appeal. Any disputes with the content of the performance evaluation are also subject to further appeal directly to the Mayor or their designee under the provisions of Article 10—Dispute Resolution.~~

~~G.F. Employees in the classifications of Operations Supervisor in charge of vehicle maintenance Wastewater Supervisor shall be eligible for the ASE Certification and Wastewater License stipends as follows;~~

The Operations Supervisor in charge of vehicle maintenance is eligible for twenty-five cents (\$0.25) per hour incentive on their base rate of pay for up to five (5) Public Services related ASE/EVT certifications.

The Wastewater Supervisor is eligible for fifty cents (\$0.50) per hour on their base rate of pay for each one of the following:

Wastewater Operator III \$0.50 per hour

Wastewater Operator IV \$0.50 per hour

~~Any unit employee who is appointed Municipal Arborist and assumes those arborist duties and is approved by the Department Head will receive an additional incentive of \$1.25 per hour on their base rate of pay for the period of time for which they are performing those dutieshold the designation. The Mayor is authorized to appoint, annually, a Municipal Arborist of their choice. The Mayor may select a union employee for such an appointment, which shall not affect the employee’s right to participate in union activities.~~

G. Operations Supervisors who obtain and maintain a Pesticide/Herbicide Master Applicators License will receive forty dollars (\$40) per day stipend while supervising licensed applicators engaged in spraying.

Licensed Master Applicators will follow all Federal, State, Local Statues, Maine Bureau of Labor Standards and Maine Board of Pesticides Control Rules and Regulations when engaged in spraying applications. Master Applicators will work with the Applicators to ensure proper notifications (where required), safety controls, proper storage, and clean-up SOPs are in place and followed. Master Applicators will maintain records as required by their license and work with the Applicators to file mandatory year end reports to the State. Master Applicators will ensure that their license is kept current and up to date by

attending training as required and ensure that all Applicators under their supervision are properly licensed as well. Management reserves the right to limit the amount of Master Licensed Applicators on staff at Management's discretion.

ARTICLE 16- CUSTOMER SERVICE PLAN

Current members of the unit who received an hourly paid stipend as a result of the former Customer Service Plan, during the period of July 1, 2012, to June 30, 2015, will continue to receive the stipend(s), at the existing monetary level, until they separate employment with the city, or are otherwise no longer members of the General Unit. No other member shall be eligible for said stipend.

ARTICLE 17 - VACATIONS

- A. All ~~personnel~~ employees covered by this agreement shall be entitled to earn vacation time for any month in which they are paid for sixteen (16) or more days. One (1) day shall be computed as eight (8) hours. ~~Vacation time also shall be granted to qualifying permanent part-time employees based on their regular hours of work, averaged over their work week (e.g., 20 hours worked divided by 5 = a 4-hr. vacation day).~~ Employees will ~~be~~ earned vacation based on years of credited relevant work experience deemed at the time of original hire and memorialized in the offer letter according to the table below. The determination is subject to provisions of Article 11 ~~not grievable~~.

Years of Experience	Days per Year	Days per Month	Weekly Full-Time Accrual Rate (Hours)	Monthly Full-Time Accrual Rate (Hours)
Under 5 Years	12	1.00	1.85	8.00
5 Years	18	1.50	2.77	12.00
10 Years	21	1.75	3.23	14.00
15 Years	24	2.00	3.69	16.00
20 Years	25	2.08	3.85	16.67
25 Years	26	2.17	4.00	17.67
30 Years	27	2.25	4.15	18.00

~~Upon signing of the contract, all current employees will be placed on the accrual table relative to their current step placement on the current pay scale effective as of signing of contract with no retro accrual available.~~

Vacation time will be available for use by the employee as it is earned. Newly hired employees may utilize accrued vacation time following successful completion of the

probationary period. Vacation time up to one (1) week shall be requested from the Department Head, or their designee at least one (1) week in advance. Vacation time in excess of one (1) week shall be requested from the Department Head, or their designee at least two (2) weeks in advance. Vacations shall be granted and scheduled at the Department Head, or their designee's discretion. No more than twenty (20) days of vacation leave may be taken at any one time without the approval of ~~the City Administrator and~~ the Mayor, or their designee. Employees are not permitted to maintain a negative balance.

~~The vacation leave bank may go into a negative balance no more than 20 hours for full-time employees and 10 hours for part-time employees. In the case of a negative balance, any leave taken beyond the threshold mentioned above will be unpaid.~~

In case a holiday falls within the vacation period the holiday shall not be considered a vacation day. Sick leave or official leave of absence shall not constitute a break in the service record.

Vacation days may be carried over from one calendar year to the following calendar year up to a maximum carry forward in any given calendar year of the number of vacation days which the employee was entitled to earn in the last calendar year.

- B. Employees who are separated from the City, and who have accrued vacation to their credit at the time of separation, shall be paid the wage equivalent to the accrued vacation on record as of the last full month of service. Vacation shall be prorated for separation and retirement purposes on a monthly basis after anniversary attainment at the rate of days per year received. One (1) month of service for vacation accrual is equivalent to sixteen (16) days worked. In the event that an employee covered by this agreement dies during the term of this agreement, their accrued vacation benefits, if any, shall be paid in wage equivalent to the beneficiary listed on their ~~City of Westbrook~~ Death Benefit Beneficiary Designation form. ~~—~~ If no such form is on file the funds will be paid first to their surviving spouse, and then to their child or children, and if none to their estate.
- C. Employees will be allowed to sell back to the ~~e~~City up to ten (10) day vacation per year in the first pay period of December, provided they have taken two (2) weeks of accrued vacation time away from work during the prior twelve (12) months (December 1st – November 30th).
- D. Positions that involve maintaining financial records of any type, handling cash, receiving payments from customers, or approving requisitions, purchase orders, or contracts in the course of their employment with the City shall take a minimum of five (5) consecutive workdays away from the workplace during each fiscal year (July 1 – June 30). These five consecutive days may include any combination of vacation, holiday, and compensatory time off.

- E. Public Services Operations Supervisors shall be allowed one-week uninterrupted vacation during each winter operations season, provided no two supervisors are out at the same time. Additional uninterrupted time off may be granted at the discretion of the Department Head.

ARTICLE 18 - HOLIDAYS

- A. The following holidays shall be paid holidays for the ~~member~~employees of the unit: New Year's Day, Martin Luther King Jr's Birthday, President's' Day, Patriots Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veterans' Day, Columbus/Indigenous Peoples' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. The Mayor shall designate the dates of the holidays, in accordance with official observance.
- B. An employee who works on a holiday, which falls on what would otherwise be a normal workday including Mondays which are deemed to be ~~h~~Holidays under this ~~a~~Article, shall be paid double time their hourly rate for those hours worked, in addition to receiving their regular holiday pay. The holiday premium in this provision shall not form the basis for further overtime pay.

Any employee that works a compressed work schedule (e.g., four ~~(4)~~ ten (10)-hour shifts) will be paid the same eight (8) hours of holiday pay as all other unit ~~member~~employees. These employees are required to make up the additional two ~~(2)~~ hours of missed work time on another day, take two ~~(2)~~ hours of accrued leave, or adjust their scheduled to eight (8) hour shifts for the holiday week.

For the below listed classifications only, those positions shall be paid double time their hourly rate for those hours worked, in addition to receiving their regular holiday pay, if required to work any of the above listed holidays in paragraph A;

Building Superintendent
Outdoor Facilities & Grounds Superintendent
Assistant Outdoor Facilities & Grounds Superintendent
Fields Technician
Operations Supervisors
Wastewater Supervisor

Notwithstanding other provisions of this Article, an employee who is absent from work on the next workday succeeding a holiday shall not be eligible for holiday pay unless the absence is due to approved vacation leave, injury leave, jury duty leave, ~~bereavement~~ leave, or sick leave.

ARTICLE 19 - SICK LEAVE

- A. Sick leave will be granted to regular full-time employees for personal illness or physical incapacity, including pregnancy, of such a degree as to render the employees unable to perform the duties of the assigned position. Up to five (5) days of accumulated sick leave per twelve (12) month rolling period may be used by the employee for illness of an immediate family member which the employee has primary care responsibility. The Department Head, or their designee may require a physician's certificate after three (3) consecutive days of sick leave, or after an employee returns to work following surgery, contagious illness, emergency room visit, or an accident, or if the Department Head, or their designee recognizes a pattern which indicates the abuse of sick leave by an employee. The City shall pay for the physician's certificate if the employee goes to the City's healthcare provider. If an employee chooses to go to their own physician, the City will pay the physician directly up to the amount that would otherwise be paid to the City physician.
- B. Call-ins to request sick leave shall be made directly to the Department Head, or their designee.
- C. Fraudulent use of sick leave may be considered "just cause" for dismissal.
- D. Sick leave is earned at the rate of 1.8462 hours per week for full-time employees working 40 hours per week and at a rate of 1.1530 hours per week for 25-hour part-time employees. This shall be computed as eight (8) hours per month for full-time employees working forty (40) hours. For part-time employees this shall be calculated based on the length of their average workday (e.g., 20 hr./wk. divided by 5=4 hr./mo. sick time). Sick leave may be accumulated up to a maximum of one hundred and twenty (120) days for employees hired on or before July 1, 1997, and up to a maximum of ninety-five (95) days for employees hired after July 1, 1997.

The sick leave bank may go into a negative balance no more than 20 hours for full-time employees and 10 hours for part-time employees. In the case of a negative balance, any leave taken beyond the threshold mentioned above will be unpaid.

Employees hired before July 1, 1997, with 120 days or more in their sick bank shall sell back their remaining annual allowance, not to exceed twelve (12) days. Employees hired after July 1, 1997, with 95 days or more in their sick bank shall sell back their remaining annual allowance, up to the annual maximum, not to exceed twelve (12) days. The monetary value of sick leave accrued in excess of the eligible annual maximum number of days as of the last pay period in December, shall be deposited as an employee paid contribution into the employee's ICMA Vantagecare Retirement Health Savings (RHS) account by the last pay period in January the following calendar year, as provided for in this agreement.

E. All bargaining unit employees will participate in a Retirement Health Savings Plan. All plan costs and contributions will be the responsibility of the participating employee.

1. Employee contributions to this account will be funded via the cash-in of a portion of unused sick time from the current calendar year during the first pay period in December (December 1 – November 30).
2. Employees will sell back sick time based on the following criteria:
 - o Employees with 13 to 59 days in their sick bank shall sell back up to five (5) days of available accrued sick leave.
 - o Employees with 60 or more days in their sick bank shall sell back up to 12 days of available accrued sick leave

F. Any employee, upon retirement, or upon separation in good standing with at least five (5) years of uninterrupted service with the City, shall receive a pro rata share of accumulated sick leave days on the books, based on the following schedule:

Sick days on the Books	Sick days on the Books	Cash Value %
(Hired Before 7/1/1997)	(Hired After 7/1/1997)	
Less than 25	Less than 25	25%
26–60	26 – 50	50%
61–90	51 – 75	75%
91–120	76 – 95	100%

~~E. To receive the cash value of the unused sick leave, all employees must have had at least five (5) years of uninterrupted service with the city and left in good standing. A separation in good standing requires that the employee provide the City at least fourteen (14) days' notice of their intention to voluntarily terminate employment and work through the full notice period unless excused by the City. Employees who are terminated will not be considered to have left employment in good standing. (i.e., not terminated).~~ Otherwise, such an employee shall not be entitled to any sick time payment.

~~GF. Terminating or separating employees shall have the option of taking the same number of days as early retirement, instead of in monetary value. A good standing separation requires that the employee give the City at least fourteen (14) day notice of their or her intention to voluntarily terminate employment.~~

~~H:~~ In the event of death of an employee, their designated beneficiary shall receive the same monetary value of their net remaining accumulated sick leave; up to the eligible maximum based on the employee's hire date. If a beneficiary has not been designated to the City in writing, it shall be paid to the employee's surviving spouse, and then their child or children, and if none, to their estate.

~~IG.~~ Employees who separate employment with the City in good standing who have a minimum of ten (10) years of service to the City and are at least fifty-five (55) years of age will contribute 100% of their eligible sick leave pay out to their Retirement Health Savings plan (RHS).

~~H. The City will provide unit employees access to an ICMA Vantagecare Retirement Health Savings (RHS) Plan as provided for in this agreement. Employees who have completed two (2) consecutive years of employment prior to January 1 shall thereafter on an annual basis sell back 50% of their earned, unutilized sick leave for that calendar year;~~

~~not to exceed five (5) days. Adjustments to sick balances will be made during the first week of January of the next calendar year. The monetary value of said sick leave shall be deposited into the employee's Retirement Health Savings (RHS) plan by the last pay period of January as an employee paid contribution to the employee's RHS plan. Individual sick leave accruals will be adjusted accordingly. This section does not apply to those employees who have exceeded the maximum accrual in their sick bank and a deposit to their RHS is made under Section D.~~

~~I.~~ Full-time employees who do not use any sick leave in the previous twelve (12) months (December 1 – November 30), will receive an attendance bonus of \$500 during the first pay period in December. This incentive is in addition to other sick leave provisions contained in this collective bargaining agreement.

~~KJ. Earned Paid Leave:~~ The City shall provide Earned Paid Leave, ~~effective January 1, 2021,~~ in accordance ~~applicable State of Maine law, with Title 26, M.R.S.A.; Section 637 26 MRSA §637.~~ EPL accrual and use will follow current City Human Resources ~~Policies and Procedures operating procedures.~~ Employees that earn weekly accruals per covered in a collective bargaining agreement will be able to use accrued sick or vacation time up to forty (40) hours per calendar year as EPL. EPL does not entitle an employee to any additional hours than already allocated in sick and vacation accruals under the ~~is City's existing policy and~~ collective bargaining agreement's sick and vacation accruals.

ARTICLE 20 - MISCELLANEOUS PAID LEAVE & -ADMINISTRATIVE LEAVE

A. An employee shall be granted up to three (3) days paid leave of absence to attend funeral services for that employee's spouse, parent, child, ~~brother, sistersibling,~~ grandparent, father-in-law, mother-in-law, grandchild, step-parents, ~~step-brother, step-sistersibling,~~ and ~~step-child.~~ An additional two (2) days paid leave of absence may be granted upon request in the case of the death of an employee's spouse, child, or parent.

~~B.~~ For attendance at the funeral of an aunt, uncle, sister-in-law, brother-in-law, niece, or nephew or other relative living in the same household, an employee shall be excused from work for one (1) day with full pay.

~~C.~~ Special funeral leave may be granted at the discretion of the Department Head for the funeral of a fellow employee or close friend with time granted not to exceed one half (1/2) day.

~~BD.~~ Jury Duty: An employee shall notify the ~~c~~City as soon as possible of their intention to serve as a juror. The employee will continue to be paid their regular weekly wages during their term on the jury and upon receipt of their jurors' pay will present an official

statement of jurors' pay. If such jurors' pay is less than the employee's regular wages for the period served as juror, the employee shall submit to the ~~e~~City that portion of the jurors' pay which equals the wages paid to ~~him~~~~them~~ for the period served as a juror.

~~EC~~. Employees may, with no loss of pay, attend Union conventions or Union meetings for a total of five (5) days per year, provided that at least thirty (30) day notice of intent to be absent for such purpose is given to the Department Head. Approval to be absent from the workplace is subject to the Department Head's discretion based on available staffing and the business needs of the department.

~~FD~~. An eligible employee will be granted an unpaid Family and Medical Leave of up to a total of twelve (12) weeks in a twelve (12) month period as defined in the provisions of the Family Medical leave Act and the per the City's Family Medical Leave policy.

~~E: The Maine Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will begin on January 1, 2025. The contribution shall be shared equally between the employee and the City. Benefits become available on May 1, 2026. Refer to the PFML Policy in the HR Policies and Procedures for further information.~~

G. The City will provide Workers Compensation Insurance coverage for all employees. Any employee who sustains a personal injury by accident or compensable illness arising out of and in the course of their employment with the ~~C~~city shall receive, while on injury leave, a sum which, when added to the weekly Workers' Compensation payment, will equal ~~eighty percent (80%)~~ of their ~~or her~~ regular weekly gross wage. Sick leave benefits, after the ninetieth (90) day, will not accrue and holidays will not be paid while an employee is out on Workers' Compensation leave.

H. To assist employees to return to work as soon as possible following a non-work related or work-related injury or illness, temporary light duty accommodations can be provided within the employee's home department if available then any other City department. This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA), or Workers' Compensation law.

Light duty is defined as temporary, modified work assignments with the employee's physical and/or mental abilities, knowledge and skills that are less demanding than normal job duties. Assignments of light duty are not a right of employment.

For an employee to be eligible for light duty assignments, the employee must present documentation by their treating ~~provider~~~~physician~~ of their work restrictions and have the expectation to return to unrestricted work. The employee cannot return to work without the release of their health care provider.

Light duty accommodations will be approved by the Department Head and are made available based on the business needs of the department. The City cannot guarantee a light duty accommodation. Light duty will not extend beyond ninety (90) calendar days and may be terminated at less than ninety (90) calendar days. Light duty will be approved and monitored in thirty (30) -day increments by the Department Head. When there is a high expectation that the employee will be able to return to unrestricted job duties, light duty may be extended beyond ninety (90) days. Assignments shall not affect an employee's pay classification, pay increases, promotions, retirement benefits, or other employee benefits. Any employee returning to a light duty position must not exceed these duties or go beyond the restrictions indicated by the health care provider. The Department Head will monitor work performance. Temporary light duty assignments are limited in number and variety and may be changed or terminated at any time. If the employee can perform their regular job duties within the limitations established by the treating physician provider, the employee will return to their regular duties, and these provisions do not apply.

In the event an employee refuses light duty work, the City is not obligated to provide an alternative position. In such cases, the insurance carrier, if the employee is collecting income protection benefits or workers' compensation benefits may discontinue payments based on the employee's refusal of light duty.

ARTICLE 21 - HEALTH INSURANCE

- A. The City will provide major medical insurance by offering the Maine Municipal Health Trust PPO 500 Health Plan ~~and Major Medical Insurance~~, or its substantial equivalent, for all Union employees in positions designated as thirty (30) hours or more hours per week. The City and Union agree that should the City propose an alternative health insurance plan and provider as a result of bidding out this coverage, the contract will be reopened for this specific item only ~~and~~.

The ~~E~~mployee ~~C~~ontribution shall be 12% of the total premium for each level of coverage. The employee contribution shall not increase more than 10% annually and employee contributions shall not exceed the following monthly amounts:

<u>Coverage Level</u>	<u>Effective 1/1/26</u>	<u>Effective 1/1/27</u>	<u>Effective 1/1/28</u>
<u>Employee Only</u>	<u>\$136.83</u>	<u>\$150.51</u>	<u>\$165.56</u>
<u>Employee & Child(ren)</u>	<u>\$223.26</u>	<u>\$245.59</u>	<u>\$270.14</u>
<u>Employee & Spouse or Family</u>	<u>\$306.93</u>	<u>\$337.62</u>	<u>\$371.39</u>

~~Effective 1/1/2023~~

~~Single \$114.62~~

~~Emp. & Children \$187.03~~

~~Family/Emp. & Spouse \$257.13~~

~~For part-time unit employees in positions designated as less than 30 hours, the City will pay a pro-rated portion of such costs per the formula set forth in Appendix B for employees hired prior to ratification of the 2015 – 2018 contract. For part-time employees hired after ratification of the 2015 – 2018 contract, there shall be no option for proration of benefits.~~

~~Benefits for terminating employees will extend to the end of the month during which the employee actually worked if permitted by the plan. If an employee's separation occurs mid-month, and health insurance coverage continues through the end of that month, additional premium deductions may be made from the final paycheck to cover the full month's cost of coverage.~~

~~It is recognized that the City provides this insurance coverage through a group plan, which is subject to changes beyond the control of the city.~~

~~B.C. B. The City agrees to provide a Health Reimbursement Arrangement (HRA) to reimburse employees ~~Seventy-Five Percent (75%)~~ of deductible and co-insurance ~~the total out of pocket~~ expenses, based on in-network levels as defined by the plan. For employees enrolled in single coverage, ~~the maximum HRA reimbursement will be \$1,500 annually and for employees with dependent coverage, the maximum HRA reimbursement will be \$3,000 annually. The City agrees to reimburse seventy-five percent (75%) of the deductible costs, based on in-network levels, and seventy-five percent (75%) of the co-insurance costs at the in-network level. The HRA will reimburse deductible and co-insurance costs from the initial cost incurred. Each claim will be reimbursed 75% through the HRA subject to the aforementioned annual maximums.~~~~

B. ~~C.~~ The City shall continue to provide a dental care program for all Union employees in positions designated as thirty (30) or more hours, through Delta Dental, which will provide 100% coverage for diagnostic and preventive care (A), and 100% coverage for restorative (B), 75% for Prosthodontics (C), and 75% for child orthodontics (D), up to the maximum contract yearly and lifetime benefits. Employees shall reimburse the City for 15 percent (15%) of the cost for coverage through payroll deduction. ~~For part-time~~

~~employees in positions designated as less than 30 hours, the City will pay a pro-rated portion of premium costs per the formula set forth in Appendix B for employees hired prior to ratification of the 2015 – 2018 contract. For part-time employees hired after ratification of the 2015 – 2018 contract, there shall be no option for proration of benefits. It is recognized that this dental health care program may be subject to changes beyond the control of the City.~~

~~ED. The City offers employees the opportunity to voluntarily withhold pre-tax contributions from their regular weekly payroll check into a Flexible Spending Account (FSA) for medical and/or daycare expenses, under the provisions, rules, and regulations of Section 125 of the Internal Revenue Service as amended from time to time. The City agrees to deposit into each Medical Flexible Spending Account the amount of one hundred dollars (\$100) on an annual basis with an annual employee election form.~~

~~Employees will be offered the opportunity to voluntarily withhold pretax contribution from their regular weekly payroll check into a flexible medical spending and/or daycare spending account, under the provisions, rules, and regulations of Section 125 of the Internal Revenue Code, as amended from time to time. In no case will the City pay for the subscription level to which an employee is not entitled by virtue of the number of people they may insure the Plan. Dependent status shall not include payment for student dependents over 26 years of age. For any employee in a position designated as 30 hours or more, the City agrees to deposit into each such employee's Medical FSA account the amount of one hundred dollars (\$100) on an annual basis (following the 6-month probationary period for new hires). The City agrees to deposit a prorated amount of Medical FSA funds into the account of part-time employees in positions designated as less than 30 hours for those employees hired prior to ratification of the 2015 – 2018 contract. For part-time employees hired after ratification of the 2015 – 2018 contract, there shall be no City contribution.~~

~~DE.~~ Any employee entitled to insurance coverage that can demonstrate coverage from another source, not City of Westbrook sponsored, can opt not to take the City's health insurance, in which event, the employee will receive taxable earnings equivalent to ~~thirty percent (30%)~~ of the corresponding premium payment.

ARTICLE 22 - VACANCIES

"Temporary Vacancies" are existing positions which are not currently filled because of temporary illness, disability or other temporary absence of the employee assigned to that position.

"Permanent Vacancies" are (1) positions newly created by the City to which no one has yet been appointed or (2) existing positions which are not currently filled because of retirement or other termination of the employee holding that position. When a permanent position becomes vacant the City shall notify the Union in writing within ten

(10) days of the vacancy, stating its intentions regarding the status of the position, i.e., to fill, to leave vacant, to refer to committee for study, etc.

Permanent vacancies will be posted for ten (10) calendar days. Such posting shall include the job title and a copy of ~~any the~~ job description for the position. Employees in the bargaining unit may apply for the vacancy by submitting a cover letter and resume to Human Resources within ten (10) days of the date of posting. The City has a policy of promoting current employees to vacancies in higher classifications, but the City reserves the right to fill the position with the person it deems most qualified for the position. Between equally qualified applicants' current employees will be given preference.

Appointments and promotions of existing employees to permanent vacancies shall be subject to a six (6) month probationary review period. If, at the end of that period, the ~~City does employee is~~ not appointed ~~the employee~~ to the position on a permanent basis, or ~~the employee~~ does not wish to be appointed to the position on a permanent basis, that employee shall have the right to fill any vacancy in an equal or lower job classification, provided that the employee is qualified for that job classification or has held that position in the department within the last five (5) years. Within ~~thirty~~ (30) days of an appointment or promotion to a permanent vacancy, the employee may submit a written request to Human Resources to return to their previous position at the same step as was in effect prior to the appointment or promotion. The term "qualified" as used in this Article means that the employee meets the minimum requirements of the job description with respect to what is variously listed in the job descriptions as Qualifications, Pre-qualifications, Requirements of Work, Desirable Experience and Training.

Temporary Vacancies will be filled only when deemed necessary by the Department Head. The vacancy, if it is to be determined by the Department Head to be best qualified based on the transferee's relative work experience and ability to perform the work. An employee thus transferred will remain in that position until the absent employee returns, the vacancy becomes a permanent vacancy, or the position is eliminated, at which time the transferee will return to their former position.

In situations where an employee is asked to assume the full duties of a higher classification for a period of more than ten (10) consecutive workdays, that employee will receive the higher classification pay for the entire period of service, beginning on the first day of service in that classification.

ARTICLE 23 - EDUCATION REIMBURSEMENT

The City will reimburse ~~eligible~~ employees, subject to available funds, up to 75100% of the cost of tuition, books, and mandatory registration fees for pre-approved job-related courses completed at an accredited institution of higher learning for a grade of "~~BE~~" (or its numerical

equivalent) or better. The City shall not reimburse for any grade below “CB.” ~~In no case shall the City reimburse an amount greater than 75% of the equivalent prevailing in-state University of Maine System per credit hour tuition charges.~~

An ~~eligible~~ employee desiring to be reimbursed for a course must submit an ~~application written request~~ for pre-approval to their Department Head ~~and the Human Resources Director~~ a minimum of thirty (30) days before the first day of registration for the desired course. ~~Educational plans must be pre-approved by the employee’s Department Head and Department of Human Resources, with final approval resting with the Mayor’s office.~~ Consistent with current practice, all such plans must be in an educational endeavor related to their employment within the City. By definition, “job-related” is intended to cover training which is designed to improve the quality of an individual’s performance at their job or similar position which they might reasonably be promoted into, and which will provide more efficient and/or economic service to the City and its citizens. ~~“Job-related” shall also be defined to mean “direct benefit” to the City as opposed to “indirect benefit.”~~

In no case shall the City pay for any courses for which the employee receives reimbursement from another source. The City reserves the right to deny courses deemed inappropriate due to course content or due to projected budgetary constraints. Employees who have been denied tuition reimbursement due to budgetary constraints will be given preference in the following budget year upon written request of the employee. Employees are required to pre-pay all costs subject to reimbursement. Claims for reimbursement must be submitted to Human Resources with a copy of an official transcript ~~and an itemized receipt for tuition and books~~ within ~~thirty (30) days of the receipt of a grade and prior to June 30th of every year.~~ Reimbursements may be subject to taxation per IRS law. Attendance at these types of courses is not considered “hours worked.”

Should an employee for whom the City has provided for the cost of tuition voluntarily resign from their position with the City, they will immediately become responsible for the repayment of costs incurred based on the following schedule:

Last day of employment the City of Westbrook	Percentage of repayment due to
Is less than one (1) year from the date of expense.	100% of the full expense incurred
Is one (1) year up to two (2) years from the date of expense.	50% of the full expense incurred
Is two (2) years up to three (3) years from the date of expense.	25% of the full expense incurred

ARTICLE 24 – CLOTHING ALLOWANCE

A. ~~Those~~ employees listed below will be eligible to participate in the City's Uniform Rental Agreement or receive a Clothing Allowance for the purchase of general work clothing appropriate to their department of their respective departments. If the department does not have its own Uniform rRental Agreement, then the employee will be eligible to participate in the Uniform Rental Agreement of the Public Services Department.

- ~~•~~ Operations Supervisor
- ~~•~~ Assistant Code Enforcement Officer
- ~~•~~ Building Superintendent
- ~~•~~ Outdoor Facilities & Grounds Superintendent
- ~~•~~ Assistant Outdoor Facilities & Grounds Superintendent
- ~~•~~ Fields Technician
- ~~•~~ Sustainability Coordinator
- Wastewater Supervisor

B. ~~Those e~~Employees in the positions listed in Section A shall elect either participation in the Uniform Rental Agreement or a Clothing Allowance of \$1,250, payable in two (2) installments of \$625 on July 1 and January 1.

Once an employee makes an election, the employee shall remain in that option for the entirety of the fiscal year and may not change between options during that period. Employees wishing to change their election for the following fiscal year must notify their Director no later than March 1. Any approved change will become effective on July 1, the beginning of the next fiscal year. have the option to be reimbursed up to \$400.00 each fiscal year for the purchase of general work clothing instead of participating in the Uniform Rental Agreement.

New hires who elect the Clothing Allowance shall be eligible to receive a pro-rated allowance upon successful completion of their probation period.

Employee receiving the Clothing Allowance ~~General work clothing~~ must comply with dress code standards established by the respective department and ~~Employees electing the reimbursement option~~ will ensure that personally owned clothing will be neat and presentable and not in disrepair when reporting for work.

~~Eligible reimbursable expenses will be those incurred and submitted for reimbursement during the fiscal year from July 1 through June 30 and shall only include work pants/shorts, work shirts, footwear, and outerwear. Without exception, the employee must submit original receipts that are legible and that clearly detail the item(s) purchased, amount paid, and date paid, or the purchase will not be reimbursed. Under no circumstances will employees be reimbursed for unsubstantiated purchases,~~

~~purchases for which no receipt is provided, or purchases that do not comply with dress code guidelines.~~

- C. All uniforms, protective clothing or equipment issued by the City (i.e. not subject to the clothing allowance) shall remain the property of the City of Westbrook following an employee's retirement, resignation, or separation from employment with the City and must be returned within seven (7) days of the employee's last physical day of work; otherwise, the individual may be billed for the replacement cost of such property.

D. Employees in positions listed in Section A who:

- Have elected participation in the Uniform Rental Agreement;
- that are required to regularly work outside in adverse weather conditions as part of normal job duties between November 15 – April 15; and
- perform such work as part of their normal job duties,

shall ~~have the option to be~~ eligible for reimbursement of up to \$200 once every three (3) fiscal years for the purchase of a winter jacket. In order to qualify for reimbursement, the jacket shall be water-resistant and rated for temperatures below freezing. The jacket shall be labeled with the official departmental or City of Westbrook logo at the expense of the employee.

~~ED. All uniforms, protective clothing or equipment issued by the City (i.e. not subject to the reimbursement policy) shall remain the property of the City of Westbrook following an employee's retirement, resignation or separation from employment with the City and must be returned within 7 days of the employee's last physical day of work; otherwise, the individual may be billed for the replacement cost of such property.~~

~~FE. Employees in~~ any positions listed above in Section A who are required the employee to wear protective clothing as a condition of employment and who have elected participation in the Uniform Rental Agreement, shall be eligible for reimbursement of the following:

- Up to \$200 per fiscal year for ANSI-approved safety boots; or
- Up to \$300 per fiscal year for ANSI-approved safety boots and work gloves.

~~the purchase of such clothing shall be reimbursable up to the maximum limits established below.~~ Eligible reimbursable expenses will be those incurred during the fiscal year from July 1 through June 30. The employee must submit requests for reimbursement during the fiscal year in which the benefit is paid. Without exception, the employee must submit original receipts that are legible and that clearly detail the item(s) purchased, amount paid, and date paid, or the purchase will not be reimbursed. Under no circumstances will employees be reimbursed for unsubstantiated purchases or purchases for which no receipt is provided. New Hires are eligible for reimbursement; however, new employees hired within six (6) months of the start of the next fiscal period will be eligible for reimbursement of a pro-rated portion of the amounts for which they would otherwise be

eligible based on their position. It is the union members' responsibility to ensure their protective clothing complies with the footwear and work glove policies and procedures as established by federal and state law and the City of Westbrook.

- ~~1) Employees in a position requiring them to wear ANSI approved safety boots shall be reimbursed up to two hundred twenty dollars (\$220) per fiscal year.~~
- ~~2) Employees in a position requiring them to wear both ANSI approved safety boots and work gloves shall be reimbursed up to three hundred dollars (\$300) per fiscal year.~~
- ~~3) The employee must submit original receipts that are legible and that clearly detail the item(s) purchased and amount paid, or the purchase will not be reimbursed. Eligible reimbursable expenses will be those incurred during the fiscal year from July 1 through June 30. The employee must submit a request for reimbursement during the fiscal year in which the benefit is paid. Under no circumstances will employees be reimbursed for unsubstantiated purchases or purchases for which no receipt is provided. New hires will be eligible to receive a pro-rated portion of boot and glove allowance hereafter successful completion of their probation period.~~

ARTICLE 25 – MILEAGE REIMBURSEMENT

Eligible mileage reimbursement will be granted at the prevailing IRS rate for employees of this unit.

ARTICLE 26 - STORM & EMERGENCY POLICY

The business of the City ~~of Westbrook~~ requires continuing operations during all ~~except~~ extreme conditions, although the safety of employees remains a primary consideration. City government will remain open for business as scheduled, except in situations where emergency conditions, such as severe inclement weather, natural disasters, public disasters, or energy system failures, warrant closing or rescheduling.

Only the Mayor's Office ~~of the Mayor~~ has the authority to make decisions concerning closure of municipal buildings and operations. ~~During an official closing, all Unit employees, except those who are defined as "emergency essential," will be requested to leave work, if they are already present, or not to report for work.~~

Emergency essential employees are those whose duties and responsibilities are essential in carrying out critical operational or life safety services of the City. ~~General Unit employees in the public safety and public services divisions, as well as other positions in the General~~

~~Unit who serve essential business or support functions, shall be designated as “emergency essential.”~~

~~“Emergency essential” personnel can vary depending on the nature of the emergency, but include the following General Unit positions:~~

~~Public Safety Office Coordinator
Records Administrative Assistant
Public Services Administrative Assistant
Sustainability Coordinator
Operations Supervisor
Building Superintendent
Assistant Code Enforcement Officer
Outdoor Facility & Grounds Superintendent
Assistant Outdoor Facility & Grounds Superintendent
Fields Technician~~

All emergency essential employees will be required to report to work during the closing of Westbrook municipal offices if they were previously scheduled to work that day; and they also may be called by their supervisor to report on a day off.

~~Absent a notice of closing from the Mayor’s Office, each City department is expected to maintain a normal schedule, whether during a snowstorm, other inclement weather, or emergency. Individual departments will not make decisions regarding closure, early release, or delay in opening. The supervisors in each department and division are responsible for developing an internal communication mechanism to aid in communicating closure of municipal operations from the Mayor’s Office to employees.~~

~~During a closing declared by the Mayor’s Office, full-time employees, who are not emergency essential, will be compensated at their normal rate for the time they would have been scheduled to work. In the case of a late start or early closure, the employee must have reported to work to be eligible for compensation for the remainder of the day. For example, if municipal operations close at 3 p.m., non-essential employees leaving at that time from City Hall positions would also be compensated for the remainder of their normally scheduled workday, until 5 p.m. If the City closes for a full day, employees will be compensated for that day at their normal rate of pay, to a maximum of eight hours. Essential workers who are scheduled to work, and who do work that day, will receive their normal pay for that period, without additional premium pay or compensating time off. Part-time employees, who are not emergency essential, will be compensated at their normal pay rate only if they were scheduled to work that day, and only for the hours scheduled to work.~~

During inclement weather, individuals are urged to exercise discretion and sound judgment regarding travel, since safe transportation to and from work depends on many factors, such as distance and specific road conditions in home areas. When an employee is concerned

that road conditions are hazardous and might endanger safety, they should discuss with the Department ~~H~~head, or ~~their~~ designee, the possibility of either reporting late or not coming to work that day, or of leaving early. Department heads are authorized to send a limited number of employees home or allow a number not to report to work, or report late, if it does appear that the weather or emergency is potentially severe, and that customer service and/or other operations of the department will not be adversely impacted.

In those situations in which a Westbrook Essential Services Unit employee does not report or has left early, with the prior approval of the Department ~~H~~head, or their designee, ~~that supervisor~~~~they have~~~~has~~ the discretion, based on the nature of the hazard, to allow an employee to make up time missed, either by working late that day or making up the time during the same work week. Otherwise, if the employee is unable to make up the full day of scheduled work, the Department Head, ~~or their designee~~ may allow the taking of vacation time in lieu of the time missed.

An employee who does not report to work on time, or who leaves early, without prior approval by their Department Head, or ~~their~~ designee, may be subject to disciplinary action.

As stated above, the fact that an employee is required to work during emergency conditions or during skeleton municipal operations, while other hourly employees do not, shall not entitle that employee to extra pay, or to additional compensating time off. ~~During closings, employees who were previously scheduled for sick leave, or who had pre-approved vacation or compensatory time off, must report such hours for that period of time, notwithstanding the closing of municipal operations.~~

~~These procedures apply to hourly employees of the Westbrook Unit only. Short-term closure of municipal operations for severe weather or emergencies shall not be considered a "holiday" or "day off."~~ The procedures and the closing of the Westbrook School Department during such events shall not apply to this ~~a~~Agreement.

ARTICLE 27 – RETIREMENT

- A. All ~~newly joining~~ unit ~~member~~employees who desire to be covered by a retirement plan, shall have the choice to enroll in either the Mission Square/ICMA 457/401(a) Plans or the Maine Public Employees Retirement System (MPERS) Regular Plan AC. Enrollment eligibility in the MPERS plan will be in accordance with MPERS regulations.

For all employees hired before the ratification of the July 1, 2012, to June 30, 2015 agreement who are enrolled in the Mission Square/ICMA retirement plan, the City shall provide a 3-to-1 match of employee contributions to the 457 plan up to ~~two and one-half percent (2.5%)~~ of the employee's gross earnings and maximum employer matching contribution of 7.5%. The employer contributions shall vest according to the existing vesting schedule.

For all employees hired after the ratification of the July 1, 2012, through June 30, 2015 agreement and who enroll in the Mission Square/ICMA retirement plan, the City shall provide a 2-to-1 match of employee contributions to the 457 plan up to ~~three percent (3%)~~ of the employee's gross earnings and maximum employer contribution of 6%. The employer contributions shall vest according to the existing vesting schedule.

Employee contributions will be made to the 457 deferred compensation plan and the employer matching contributions will be made to the 401(a) plan.

The employee may change their elective contribution at any time during the year. Should the employee decrease their elective contribution to the 457 plan, the employer's matching contribution to the 401(a) plan will be decreased accordingly. Should the employee increase their elective contribution to the 457 plan, the employer matching contribution will be increased accordingly.

Federal O.A.S.I. (social security) shall be continued in force during the term of this contract.

For those ~~member~~employees joining the ~~I.C.M.A.R.C~~Mission Square/ICMA retirement p-Plan, the City shall make available a long-term disability plan, which shall compensate the employee at a level of at least ~~sixty percent~~ (60% of their weekly gross earnings until age sixty-five (65)). The City shall contribute up to ~~one (1%) percent~~ of the employee's base wage toward the cost of the premium of such plan, with the employee contributing the remaining portion of the premium.

ARTICLE 28 – LABOR/MANAGEMENT COMMITTEE

The City and the Union desire to provide the best customer service to our citizens possible. However, the parties realize the difficulty of providing answers to all questions which might arise during the life of any collective bargaining agreement.

Towards this end, the parties agree to utilize the labor/management committee process to deal with the unforeseen opportunities, events, details, and challenges to improveing the services for our citizens.

The parties agree to review any pilot programs and ideas which will improve the services for the citizens, and which might ensure the retention of existing jobs, creation of new jobs, increase the efficiency of the operations, and other ideas concerning the ability to meet customer demand.

ARTICLE 29 - ENTIRE AGREEMENT

It is mutually agreed that all negotiable benefits or terms and conditions of employment affecting the members of the unit, which are not covered by the agreement, shall remain in full force and effect throughout the duration of this agreement. This contract may be re-opened for renegotiation only by mutual agreement of both the City and the Union.

ARTICLE 30 - CONTRACT DATES AND TERMINATION

This Agreement shall commence upon the date of signing. It shall remain in full force and effect until June 30, 202~~93~~, except as hereinafter provided.

Catastrophic Event/Force Majeure. The parties agree that, in the event that an unforeseen financial crisis should occur during the term of this contract, which event seriously impacts the ability of the City of Westbrook and/or its citizens to meet budget obligations, ~~=~~by way of example, but not limited to, a decrease in the municipal valuation by \$50,000,000 or more, or the passage of a citizen or legislatively initiated tax cap of 1 ½% or less, or an equivalent reduction in revenues, ~~=~~then with ~~sixty (60)~~-days written notice to the Union, the ~~a~~Agreement shall be considered terminated, and the parties both agree to renegotiate the terms of the contract. During the period of renegotiations, the provisions of the contract remain in full force and effect.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the first paragraph.

IN WITNESS WHEREOF the parties have set their hands this ____ day of _____, 202~~63~~.

<u>Westbrook General Unit – Teamsters Local Union No. 340</u>
<u>Brett Miller, President, Local 340</u>
<u>Ed Marzano, Secretary/Treasurer, Local 340</u>
<u>City of Westbrook, Maine</u>
<u>David C. Morse, Mayor</u>
<u>Angela Holmes, City Administrator</u>

Bargaining Teams:	
Union	City
Ed Marzano	Angela Holmes
Diana Brown	Eric Dudley
Nick Marcus	Joanne LePauloue

WITNESSED BY: _____ WESTBROOK UNIT

 _____ BY: _____
 _____ STEWARD

 _____ BY: _____
 _____ Brett Miller
 Teamsters President

 _____ BY: _____
 _____ Ed Marzano
 Teamsters Secretary/Treasurer

 _____ BY: _____
 _____ Westbrook Mayor

Authorized and Approved by City Council Order #202~~63~~-123.

APPENDIX A – PAY SCALE

Position Classification

~~Level AA — Community Services Receptionist~~

~~Level A — Customer Service Rep I,~~

Level BA ~~LEARNS Program Assistant, Library Assistant (25 hrs.), WCC Building Supervisor, Recreation Program Assistant,~~ Fields Technician

~~Level C — Customer Service Rep II~~

~~Level D — Aquatics Coordinator, GA Administrative Assistant, Library Administrative Assistant~~

Level BE ~~AP Specialist, AR Specialist, P&CE Office Coordinator, Public Safety Office Coordinator,~~ Public Services Office Coordinator, Records Administrative Assistant, ~~WCC Program Coordinator, Code & Assessing Specialist,~~ Assistant Outdoor Facilities & Grounds Superintendent, ~~Appraiser~~

Level F ~~Community Policing Coordinator, Recovery Liaison,~~ Sustainability Coordinator

~~Level G — Associate Planner~~

Level CH Assistant Code Enforcement Officer, Outdoor Facilities & Grounds Superintendent

~~Level D — Building Superintendent, Assistant Code Enforcement Officer, Mental Health Liaison,~~ Operations Supervisor, ~~Outdoor Facilities & Grounds Superintendent,~~ Wastewater Supervisor

~~Level I Vacant —~~

Effective: 7/1/2026	Base	1 Year	2 Years	3 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15 Years	17 Years	20 Years	25 Years	30 Years
Level A	\$23.50	\$23.93	\$24.38	\$24.83	\$25.29	\$25.76	\$26.23	\$26.72	\$27.21	\$27.72	\$28.23	\$29.03	\$29.57	\$30.12
Level B	\$25.00	\$25.78	\$26.57	\$27.40	\$28.25	\$29.12	\$30.03	\$30.96	\$31.92	\$32.91	\$33.93	\$35.32	\$36.41	\$37.54
Level C	\$32.00	\$32.69	\$33.39	\$34.11	\$34.84	\$35.59	\$36.36	\$37.14	\$37.94	\$38.75	\$39.59	\$40.83	\$41.71	\$42.61
Level D	\$33.00	\$33.83	\$34.67	\$35.54	\$36.43	\$37.15	\$37.90	\$38.84	\$39.82	\$40.81	\$41.83	\$43.30	\$44.38	\$45.49

Effective: 7/1/2027: 3%	Base	1 Year	2 Years	3 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15 Years	17 Years	20 Years	25 Years	30 Years
Level A	\$24.21	\$24.65	\$25.11	\$25.57	\$26.05	\$26.53	\$27.02	\$27.52	\$28.03	\$28.55	\$29.07	\$29.90	\$30.46	\$31.02
Level B	\$25.75	\$26.55	\$27.37	\$28.22	\$29.09	\$30.00	\$30.93	\$31.89	\$32.87	\$33.89	\$34.94	\$36.38	\$37.50	\$38.67
Level C	\$32.96	\$33.67	\$34.39	\$35.13	\$35.89	\$36.66	\$37.45	\$38.25	\$39.07	\$39.91	\$40.77	\$42.06	\$42.96	\$43.89
Level D	\$33.99	\$34.84	\$35.71	\$36.60	\$37.52	\$38.27	\$39.03	\$40.01	\$41.01	\$42.04	\$43.09	\$44.59	\$45.71	\$46.85

Effective: 7/1/2028: 3%	Base	1 Year	2 Years	3 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15 Years	17 Years	20 Years	25 Years	30 Years
Level A	\$24.93	\$25.39	\$25.86	\$26.34	\$26.83	\$27.32	\$27.83	\$28.34	\$28.87	\$29.40	\$29.95	\$30.80	\$31.37	\$31.95
Level B	\$26.52	\$27.34	\$28.19	\$29.07	\$29.97	\$30.90	\$31.85	\$32.84	\$33.86	\$34.91	\$35.99	\$37.47	\$38.63	\$39.83
Level C	\$33.95	\$34.68	\$35.42	\$36.19	\$36.96	\$37.76	\$38.57	\$39.40	\$40.25	\$41.11	\$42.00	\$43.32	\$44.25	\$45.20
Level D	\$35.01	\$35.88	\$36.78	\$37.70	\$38.64	\$39.42	\$40.21	\$41.21	\$42.24	\$43.30	\$44.38	\$45.93	\$47.08	\$48.26

Signing Bonus: Upon settlement and ratification of this Agreement, each bargaining unit member shall receive a one-time signing bonus of five hundred dollars (\$500), payable in a lump sum in the first practicable pay period following ratification. The signing bonus shall be subject to applicable taxes and withholdings and shall not be added to base wages or considered earnable compensation for purposes of MainePERS retirement benefits.

1/1/24								2.5% COLA						
	Base	1 Year	2 Years	3 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15 Years	17 Years	20 Years	25 Years	30 Years
Level AA	\$16.63	\$17.14	\$17.65	\$18.17	\$18.72	\$19.28	\$19.86	\$20.46	\$21.07	\$21.70	\$22.33	\$23.00	\$23.72	\$24.43
Level A	\$17.33	\$17.85	\$18.39	\$18.93	\$19.51	\$20.09	\$20.69	\$21.33	\$21.99	\$22.66	\$23.32	\$23.99	\$24.71	\$25.45
Level B	\$18.55	\$19.10	\$19.67	\$20.26	\$20.87	\$21.50	\$22.14	\$22.81	\$23.49	\$24.20	\$24.93	\$25.69	\$26.48	\$27.27
Level C	\$19.38	\$19.97	\$20.58	\$21.19	\$21.83	\$22.49	\$23.17	\$23.88	\$24.55	\$25.33	\$26.09	\$26.88	\$27.69	\$28.47
Level D	\$20.33	\$20.95	\$21.59	\$22.25	\$22.93	\$23.55	\$24.24	\$25.00	\$25.77	\$26.55	\$27.33	\$28.15	\$29.00	\$29.88
Level E	\$22.73	\$23.41	\$24.11	\$24.83	\$25.57	\$26.33	\$27.11	\$27.91	\$28.77	\$29.66	\$30.55	\$31.44	\$32.44	\$33.33

Level F	\$24.2 2	\$24.9 5	\$25.7 0	\$26.4 6	\$27.2 6	\$28.0 7	\$28.9 2	\$29.7 9	\$30.6 7	\$31.6 0	\$32.5 5	\$33.5 3	\$34.5 3	\$35.5 7
Level G	\$25.0 9	\$25.8 5	\$26.6 2	\$27.4 2	\$28.2 4	\$29.0 9	\$29.9 6	\$30.8 6	\$31.7 8	\$32.7 4	\$33.7 2	\$34.7 4	\$35.7 8	\$36.8 5
Level H	\$26.5 9	\$27.3 9	\$28.2 1	\$29.0 5	\$29.9 2	\$30.8 2	\$31.7 4	\$32.6 9	\$33.6 8	\$34.6 9	\$35.7 3	\$36.8 0	\$37.9 0	\$39.0 4
Level I	\$28.0 9	\$28.9 4	\$29.8 0	\$30.7 0	\$31.6 2	\$32.5 7	\$33.5 4	\$34.5 4	\$35.5 8	\$36.6 6	\$37.7 5	\$38.8 8	\$40.0 5	\$41.2 5

7/1/24								3% COLA						
	Base	1-Year	2 Years	3 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15 Years	17 Years	20 Years	25 Years	30 Years
Level AA	\$17.1 3	\$17.6 5	\$18.1 8	\$18.7 2	\$19.2 8	\$19.8 6	\$20.4 6	\$21.0 7	\$21.7 1	\$22.3 5	\$23.0 2	\$23.7 1	\$24.4 3	\$25.1 6
Level A	\$17.8 5	\$18.3 8	\$18.9 4	\$19.5 0	\$20.0 9	\$20.6 9	\$21.3 1	\$21.9 5	\$22.6 1	\$23.2 9	\$23.9 9	\$24.7 0	\$25.4 5	\$26.2 1
Level B	\$19.1 0	\$19.6 7	\$20.2 6	\$20.8 7	\$21.4 9	\$22.1 4	\$22.8 1	\$23.4 9	\$24.2 0	\$24.9 3	\$25.6 7	\$26.4 4	\$27.2 3	\$28.0 5
Level C	\$19.9 7	\$20.5 7	\$21.1 9	\$21.8 2	\$22.4 7	\$23.1 5	\$23.8 4	\$24.5 6	\$25.3 0	\$26.0 6	\$26.8 4	\$27.6 4	\$28.4 7	\$29.3 3
Level D	\$20.9 5	\$21.5 8	\$22.2 3	\$22.8 9	\$23.5 7	\$24.2 8	\$25.0 2	\$25.7 6	\$26.5 3	\$27.3 3	\$28.1 5	\$28.9 9	\$29.8 7	\$30.7 6
Level E	\$23.4 1	\$24.1 1	\$24.8 3	\$25.5 8	\$26.3 4	\$27.1 4	\$27.9 4	\$28.7 9	\$29.6 6	\$30.5 4	\$31.4 6	\$32.4 0	\$33.3 7	\$34.3 8
Level F	\$24.9 5	\$25.6 9	\$26.4 7	\$27.2 6	\$28.0 7	\$28.9 1	\$29.7 9	\$30.6 8	\$31.6 0	\$32.5 5	\$33.5 2	\$34.5 3	\$35.5 7	\$36.6 3
Level G	\$25.8 4	\$26.6 3	\$27.4 2	\$28.2 5	\$29.0 9	\$29.9 6	\$30.8 6	\$31.7 9	\$32.7 4	\$33.7 2	\$34.7 3	\$35.7 8	\$36.8 5	\$37.9 5
Level H	\$27.3 8	\$28.2 1	\$29.0 5	\$29.9 2	\$30.8 2	\$31.7 5	\$32.6 9	\$33.6 7	\$34.6 9	\$35.7 3	\$36.8 0	\$37.9 1	\$39.0 4	\$40.2 1
Level I	\$28.9 3	\$29.8 0	\$30.6 9	\$31.6 2	\$32.5 6	\$33.5 4	\$34.5 5	\$35.5 8	\$36.6 5	\$37.7 5	\$38.8 9	\$40.0 5	\$41.2 5	\$42.4 8

1/1/25								2% COLA						
	Base	1-Year	2 Years	3 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15 Years	17 Years	20 Years	25 Years	30 Years
Level AA	\$17.48	\$18.00	\$18.54	\$19.09	\$19.66	\$20.25	\$20.87	\$21.50	\$22.14	\$22.80	\$23.48	\$24.19	\$24.92	\$25.66
Level A	\$18.21	\$18.75	\$19.32	\$19.89	\$20.50	\$21.14	\$21.74	\$22.39	\$23.07	\$23.76	\$24.47	\$25.20	\$25.96	\$26.74
Level B	\$19.49	\$20.07	\$20.67	\$21.29	\$21.92	\$22.58	\$23.26	\$23.96	\$24.68	\$25.42	\$26.18	\$26.97	\$27.78	\$28.61
Level C	\$20.36	\$20.98	\$21.61	\$22.25	\$22.92	\$23.62	\$24.33	\$25.05	\$25.80	\$26.58	\$27.37	\$28.20	\$29.04	\$29.92
Level D	\$21.36	\$22.01	\$22.67	\$23.35	\$24.04	\$24.77	\$25.52	\$26.27	\$27.04	\$27.83	\$28.71	\$29.55	\$30.46	\$31.33
Level E	\$23.89	\$24.59	\$25.33	\$26.09	\$26.87	\$27.68	\$28.50	\$29.33	\$30.20	\$31.11	\$32.04	\$33.00	\$34.00	\$35.00
Level F	\$25.45	\$26.21	\$27.00	\$27.80	\$28.64	\$29.49	\$30.33	\$31.20	\$32.22	\$33.22	\$34.11	\$35.22	\$36.28	\$37.37
Level G	\$26.36	\$27.16	\$27.97	\$28.81	\$29.66	\$30.55	\$31.44	\$32.44	\$33.33	\$34.44	\$35.44	\$36.44	\$37.55	\$38.71
Level H	\$27.93	\$28.77	\$29.63	\$30.55	\$31.44	\$32.33	\$33.33	\$34.33	\$35.33	\$36.44	\$37.55	\$38.66	\$39.88	\$41.00
Level H	\$29.51	\$30.40	\$31.33	\$32.22	\$33.22	\$34.22	\$35.22	\$36.22	\$37.33	\$38.55	\$39.66	\$40.88	\$42.00	\$43.33

7/1/25								3% COLA						
	Base	1-Year	2 Years	3 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15 Years	17 Years	20 Years	25 Years	30 Years
Level AA	\$18.00	\$18.54	\$19.10	\$19.67	\$20.25	\$20.86	\$21.50	\$22.14	\$22.80	\$23.48	\$24.19	\$24.92	\$25.66	\$26.43
Level A	\$18.76	\$19.31	\$19.90	\$20.49	\$21.11	\$21.74	\$22.39	\$23.07	\$23.76	\$24.47	\$25.20	\$25.96	\$26.74	\$27.54
Level B	\$20.07	\$20.67	\$21.29	\$21.92	\$22.58	\$23.26	\$23.96	\$24.68	\$25.42	\$26.18	\$26.97	\$27.78	\$28.61	\$29.47
Level C	\$20.98	\$21.61	\$22.25	\$22.92	\$23.62	\$24.33	\$25.05	\$25.80	\$26.58	\$27.37	\$28.11	\$29.04	\$29.92	\$30.88
Level D	\$22.01	\$22.67	\$23.35	\$24.04	\$24.77	\$25.52	\$26.27	\$27.04	\$27.83	\$28.71	\$29.55	\$30.46	\$31.33	\$32.33
Level E	\$24.60	\$25.33	\$26.09	\$26.87	\$27.68	\$28.50	\$29.33	\$30.20	\$31.11	\$32.04	\$33.00	\$34.00	\$35.00	\$36.11
Level F	\$26.21	\$26.99	\$27.80	\$28.64	\$29.49	\$30.33	\$31.20	\$32.22	\$33.11	\$34.22	\$35.22	\$36.28	\$37.37	\$38.44
Level G	\$27.16	\$27.97	\$28.81	\$29.66	\$30.55	\$31.44	\$32.44	\$33.44	\$34.33	\$35.44	\$36.44	\$37.55	\$38.71	\$39.88
Level H	\$28.77	\$29.63	\$30.55	\$31.44	\$32.33	\$33.33	\$34.33	\$35.33	\$36.44	\$37.55	\$38.66	\$39.88	\$41.00	\$42.22
Level H	\$30.33	\$31.33	\$32.22	\$33.22	\$34.22	\$35.22	\$36.22	\$37.33	\$38.55	\$39.66	\$40.88	\$42.00	\$43.33	\$44.66

~~APPENDIX B – CALCULATION OF PART-TIME BENEFITS~~

~~(employees hired before ratification of 2015–2018 agreement)~~

~~Permanent part-time employees, who are designated to work less than 30 hours per week and who were hired before ratification of the 2015–2018 contract shall be eligible to receive the same benefits, as outlined within the agreement, as employees in positions designated as 30+ hours. Those benefits are extended on a pro-rata basis. The pro-rata calculation is figured by using the designated weekly work hours as the numerator and a forty (40) hour work week as the denominator.~~

~~Positions eligible for prorated benefits are as follows:~~

Positions	Hours Designated Per Week
Library Assistant (Karen Spear)	25

~~APPENDIX C – IRREGULAR WORK SCHEDULE POSITIONS~~

~~Notwithstanding Article 7A of this contract, the following General Unit positions may be assigned to work an “irregular” schedule as their basic workweek:~~

~~Admin Assistant - General Assistance~~

~~Admin Assistant - Library~~

~~Admin Assistant - Records~~

~~Aquatics Coordinator~~

~~Assistant Code Enforcement Officer~~

~~Assistant Facilities & Ground Superintendent~~

~~Building Superintendent~~

~~Building Supervisor~~

~~Code & Assessing Specialist~~

~~Community Policy Coordinator~~

~~Community Services Receptionist~~

~~Fields Technician~~

~~LEARNS Program Assistant~~

~~Library Assistant (0.625 FTE)~~

~~Mental Health Liaison~~

~~Office Coordinator - Planning & Code Enforcement~~

~~Office Coordinator - Public Safety~~

~~Office Coordinator - Public Services~~

~~Operations Supervisor~~

~~Recovery Liaison~~

~~Recreation Program Assistant~~

~~WCC Program Coordinator~~

~~Outdoor Facilities & Grounds Superintendent~~

~~Except as provided herein, the following positions will be assigned to work a “regular” schedule as their basic workweek:~~

~~Accounts Payable Specialist~~

~~Accounts Receivable Specialist~~

~~Appraiser~~

~~Community Policy Coordinator~~

~~Customer Service Rep I~~

~~Customer Service Rep II~~

~~Sustainability Coordinator~~

~~Wastewater Supervisor~~