

1 **COMMISSIONERS MEETING**

2 **FEBRUARY 2, 2022**

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5 *YORK,ss*

6  
7 At a regular meeting of the County Commissioners of the County of York, begun and  
8 holden at the York County Government Building in Alfred, within and for the County of York,  
9 being held on Wednesday, February 2, 2022 A. D. at 4:30 P. M.

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12 **COMMISSIONERS PRESENT:**

- 13 Richard R. Dutremble
- 14 Richard Clark
- 15 Robert Andrews
- 16 Allen Sicard
- 17 Donna Ring

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22 County Manager Gregory Zinser was present at the meeting.

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26 **YOU ARE INVITED TO RISE AND SALUTE THE FLAG OF THE UNITED STATES**

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29 **02-02-22 ITEM**

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31 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**

32 Susan Wiswell (via ZOOM) commented that she urged the Commissioners not to  
33 pass the vaccine mandate (Item 6a under Old Business) since the Supreme Court  
34 shot down the OSHA mandate. This would only accomplish you losing ¼ of your  
35 staff, stated Ms. Wiswell.

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37 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**

- 38 a. Commissioners meeting of January 19, 2022
- 39 Commissioner Clark motioned to approve the minutes. Commissioner Ring
- 40 seconded the motion. Vote 4-1 ( with Commissioner Dutremble abstaining as
- 41 he was not present)

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44 **3 TO APPROVE TREASURER’S WARRANTS**

- 45 a. Warrants to be approved on January 19, 2022 in the amount of \$552,673.07
- 46 Commissioner Clark motioned to approve the warrants. Commissioner
- 47 Dutremble seconded the motion. Vote 5-0.
- 48 b. Warrants to be approved on January 26, 2022 in the amount of \$611,831.79

49 Commissioner Clark motioned to approve the warrants. Commissioner  
50 Dutremble seconded the motion. Vote 5-0.

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52 **4 TO HEAR ANY REPORTS FROM THE COUNTY**  
53 **COMMISSIONERS**

54 None

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56 **5 NEW BUSINESS**

57 a. York County Youth Fire Safety Program members plaque presentation-  
58 Molly Cunningham and Matt Leach explained the program that they run. Janet  
59 Teasenfitz, Director of Maine Behavioral Health has volunteered her time to assist  
60 and guide them to support the families in York County over the last five years,  
61 explained Matt Leach. He added that they have worked with over 90 children.  
62 Molly Cunningham thanked Janet for the last five years and stated that Janet is a  
63 huge part of the program. Janet was presented with a plaque and flowers.  
64 The Commissioners and County Manager thanked Janet and Molly and Matt.  
65 Janet Teasenfitz stated that about twenty years ago when the State started to  
66 provide the Juvenile Fire Safety program, she applied for a job and didn't get it but  
67 she stayed in touch. Janet added that she worked with Pam Tourangeau,  
68 former director of the program.

69 b. Seek hiring approval of Evan Sousa in the position of deputy in the Sheriff's  
70 Office with a hire date of February 14, 2022- Chief Deputy Jeremy Forbes  
71 addressed the Board and explained that Evan Sousa is a waiver candidate from the  
72 academy. Commissioner Sicard asked (currently lives in Connecticut) if Mr. Sousa  
73 has any connections to Maine? Chief Deputy Forbes replied that he has an uncle  
74 who lives in the Sebago area.

75 Commissioner Clark motioned to approve the hiring of Evan Sousa in the position  
76 of deputy with the Sheriff's Office with a hiring date of February 14, 2022.  
77 Commissioner Dutremble seconded the motion. Vote 5-0.

78 c. Seek hiring approval of Seth Kenneway in the position of Reserve Fire  
79 Instructor II with a date of hire of February 7, 2022

80 County Manager Greg Zinser sought approval from the Commissioners.  
81 Commissioner Clark motioned to approve the hiring of Seth Kenneway in the  
82 position of Reserve Fire Instructor. Commissioner Dutremble seconded the  
83 motion. Vote 5-0.

84  
85 **6 OLD BUSINESS**

86 a. Review and discussion of County Vaccine policy (tabled from 1-19-22 mtg.)  
87 (Executive Session may be necessary)

88 The County Manager reminded the Board that they had directed him to come back  
89 with a policy that would implement a vaccine mandate. This item was tabled at  
90 the last meeting and is now on the agenda.

91 Commissioner Ring commented that the reason there was a rush was due to OSHA  
92 and that is now dropped. She added that she doesn't see that the County should be  
93 mandating anything. Commissioner Andrews stated that he agreed.

94  
95 Commissioner Dutremble interjected that as a point of order, the Commissioners  
96 voted on this a few weeks ago so if they are going to reverse it, the Commissioners  
97 who voted in the affirmative would have to reverse the vote.  
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Commissioner Andrews motioned to take the item off the table. Commissioner Clark seconded the motion. Vote 5-0.

Commissioner Dutremble motioned to reverse our decision of January 2, 2022. Commissioner Sicard seconded the motion. Vote 5-0.

Commissioner Ring stated that she would like to revisit the policy regarding the vaccine mandate and asked if it is in line with CDC recommendations?

County Manager Zinser responded that the only item up for discussion is whether or not to approve the vaccine mandate policy.

Commissioner Sicard stated that the Commissioners can tweak the current policy. The County Manager replied that his first preference would be for the Commissioners to decide what they want to do and vote yes or no for the vaccine mandate.

Commissioner Clark motioned to approve the policy mandating vaccines for our employees. Commissioner Dutremble seconded the motion.

Discussion- Commissioner Ring stated that she will not support the policy.

Commissioner Andrews added that he will not vote for it.

Commissioner Clark stated that we are still in a pandemic. Thousands of Americans are dying everyday. People can't get treatments for other issues. We owe it to our employees to protect them from other employees, continued Commissioner Clark. He added that he thinks it is appropriate and within our purview.

Commissioner Sicard stated that he was in support of moving forward. Since then, the Supreme Court has changed things and OSHA has pulled back the testing requirement so there won't be a cost to test unvaccinated employees. COVID will be here like the flu and we will have shots available. Commissioner Sicard stated that he is not in support of the mandate.

VOTE 2-3 (opposed Commissioners Sicard, Andrews, Ring). Motion failed.

County Manager Zinser informed all that he is talking with NCEU as their contract doesn't address provisions that are in other union contracts.

He added that we will continue status quo.

Commissioner Ring stated that the CDC has changed to 5 days for a positive, vaccinated person to be out of work.

The County Manager replied that we kept it at 10 days and that he is thankful we did. He stated that he will revisit this at the end of the week and probably drop it down to five days.

Commissioner Ring asked if it is accurate that an employee (who tests positive) is put out 10 days having to use their own time. County Manager Zinser responded that it depends on the type of exposure. If it's not a workplace exposure, yes. Portions ( of time away from work) are covered if it is a workplace exposure, explained the County Manager.

Commissioner Ring responded that if we are making them stay out 10 days, it should come out of our ARPA money.

Commissioner Ring asked if the Commissioners will have something different at the next meeting? County Manager Zinser replied that it will just be an administrative change.

- 150 b. Discussion of York Hospital Choose to Be Healthy and York Hospital  
151 Recovery Center requests for ARPA funds presented to the Commissioners  
152 at their October 20, 2021 workshop.  
153

154 The County Manager reminded the Commissioners that it was discussed at the last  
155 meeting that we need to discuss what we want to do with these two requests.  
156 Commissioner Chair Sicard asked, how does the Board feel about the requests?  
157 Commissioner Clark replied that he reviewed the materials and recalled the  
158 meeting. He continued that he thought the Commissioners have been asked for  
159 operational money. Commissioner Clark stated that he would say thanks, but, no  
160 thanks. He added that he doesn't think it is in the sense of what we talked about  
161 making one- time changes. Commissioner Clark also commented that he looked at  
162 the salary lines and he has some trouble with those.

163 Commissioner Ring commented that the funds are going to communities and  
164 coalitions. I didn't understand, she stated.

165 County Manager Zinser said that would need to be flushed out. If they are re-  
166 granting funds, we would need to better understand what they are looking to do  
167 with those funds.

168 Commissioner Sicard stated that he recalls that the ARPA money would be used to  
169 backfill operational budgets This would help bridge the gaps. He continued that he  
170 agreed with Commissioner Clark as well as we've been pretty strong in saying we  
171 are not interested in funding operational costs.

172 Commissioner Clark motioned to reject funding for both requests. Commissioner  
173 Andrews seconded the motion. Vote 5-0.  
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- 175 **7 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL**  
176 **ISSUES PURSUANT TO 1 M.R.S.A. §405 (6) (A), ACQUISITION OF**  
177 **REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT**  
178 **TO 1 M.R.S.A. § 405 (6) (C), LABOR NEGOTIATIONS PURSUANT**  
179 **TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL**  
180 **COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E), REVIEW OF**  
181 **CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)**  
182 None  
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184 **8 PUBLIC COMMENT(S) ON ANY ITEM(S)**

185 Frank Demers (via ZOOM) stated that the vaccine mandate is a complex issue  
186 but that he is wondering why, since public health research has shown  
187 vaccines are effective, the Commissioners wouldn't want to provide the best  
188 protection to their employees and those they deal with in the public?

189 Commissioner Sicard thanked him for his comments. The County has been  
190 very involved with providing vaccines. We have a vaccine center. Commissioner  
191 Sicard added that they feel there would be lawsuits and issues with unions if we  
192 tried to enforce it.  
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194 **9 ADJOURN**

195 Commissioner Clark motioned to adjourn. Commissioner Dutremble  
196 seconded the motion. Meeting adjourned at 5:03.

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DRAFT



*Robert L. Andrews*  
*Vice Chairperson*  
*District 1*

*Richard R. Dutremble*  
*District 2*

*Allen R. Sicard*  
*Chairperson*  
*District 3*

*Donna L. Ring*  
*District 4*

*Richard Clark*  
*District 5*

**COUNTY COMMISSIONERS**  
**COUNTY OF YORK**

45 Kennebunk Road  
Alfred, Maine 04002

(207) 459-2313  
Fax (207) 324-9494

[www.yorkcountymaine.gov](http://www.yorkcountymaine.gov)

*Gregory T. Zinser*  
*County Manager*

*Kathryn A. Dumont*  
*Assistant to the Manager*

*Lorene B. Lemieux*  
*Finance Director*

*Linda M. Corliss*  
*Deputy County Manager*  
*Human Resource Director*

February 16, 2022

RE: Expenditure of American Rescue Plan Act Funds

Dear Town/City Clerk:

On behalf of the York County Commissioners, I am writing to notify and update you on the federal funds that have been received by York County under the American Rescue Plan Act, the projects which have been approved for funding from those sources, the allocations that have been made, and the process for the expenditure of these funds going forward.

By way of background, the American Rescue Plan Act ("ARPA") was signed into law on March 11, 2021. Under this law, fiscal recovery funds were allocated to state, county and municipal governments, among other entities. While each municipality in York County received separate and independent funding, York County, as a separate governmental entity, was also designated to receive funding in the amount of \$40,331,830. Of that amount, York County received \$20,165,915.00 in June 2021 and should receive a similar payment by June of 2022.

ARPA is extremely specific in how the money is used and specifies that funds may only be spent on projects within the four eligible use categories which are: a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and d) To make necessary investments in water, sewer, or broadband infrastructure.

Given the timing of the enactment of the law and the issuance of the federal guidance on permissible expenditures in May 2021, the precise amount of federal funding and the possible projects for the allocation of those funds were not able to be reasonably estimated and ascertained in time for any discussion, consideration, and inclusion in the County's regular budgetary process. Indeed, the work on the precise allocation of those funds to unknown projects that may be eligible for funding under the Act had not even started when the budgetary process concluded. In short, without having actually received a finite amount of funds months earlier in the County's budgetary process and without having determined which eligible and appropriate projects should and could receive funding, the County was unable to include the expenditure of any of the federal funds and their anticipated allocation and use in the County's budget.

As a result, and given the timing of the County budget process, the actual receipt of the funds, and the purpose of the funding under ARPA, the County considered the federal funding as unanticipated and embarked on a transparent process to solicit input throughout York County on the needs for the expenditure of these funds in the permissible areas. In this regard, York County embarked on a program of community notifications and involvement to identify needs and to solicit and receive community feedback, ideas and perspectives on the potential uses of the funds. The initial focus in June and July 2021 after the receipt of the funds was to identify County needs. In addition to staff generated assessments, the Commissioners conducted public hearings on June 16 and 23 to solicit comments from interested parties and stakeholders. A formal public comment period was opened through July 23, 2021 for comments and input and for the submission of initial proposals for funding.

The Commissioners subsequently conducted public workshops and hearings on June 16, June 23, August 4, September 1, September 15, October 6, October 13, October 20 and January 19, 2022.

In addition, in an effort to provide complete transparency, the County expanded the County Government website to include a page focused exclusively on ARPA related meetings, workshops, funding requests, and expenditures. <https://www.yorkcountymaine.gov/general-6>. The page includes separate sub- pages that contain the following:

- Comments, proposals and/or requests for funding, supplemental information and letters of support were posted separately as well on the County's ARPA page. [ARP Requests | yorkcountymaine](#).
- General correspondence and notices. [ARP Notices | yorkcountymaine](#)
- Financial reports and periodic reports on requested and actual expenditures. [ARP Financial Reports | yorkcountymaine](#)
- Committee and organizational process related documentation on individual projects. [Committee Charge Sheets for Projects | yorkcountymaine](#)

The list of projects which were submitted for consideration and/or have been approved are listed in the spreadsheet provided with this letter, a copy of which is also on the County's ARPA website: [55527ce0-b06d-4e6c-9b45-f50d9dc08ec6 \(yorkcountymaine.gov\)](https://www.yorkcountymaine.gov). The list will be periodically updated and posted on the website.

The total cost of the projects that have been proposed is \$43,760,669.64, which is in excess of the County's total ARPA funding. As of today's date, however, York County has encumbered \$8,194,330.66 of the ARPA funding, leaving a balance of \$32,137,499.34.

The York County Commissioners intend to continue to evaluate the remaining proposals, approve specific projects and expend the remaining federal funds in a manner that is consistent with letter and spirit of ARPA and with the interests of the citizens of York County foremost in mind.

Any questions related to this communication may be submitted in writing or raised at any upcoming meeting of the York County Commissioners.

Sincerely,

Allen R. Sicard, Chairman  
York County Commissioners  
ARS/kad  
cc: York County Commissioners



**AGREEMENT ON GRANT AWARD, USE, REPORTING, AND  
COMPLIANCE OBLIGATIONS UNDER AMERICAN RESCUE PLAN ACT**

This Agreement (the "Agreement") is entered into this 16<sup>th</sup> day of February 2022, between YORK COUNTY, a political subdivision of the State of Maine, acting by and through the York County Commissioners (the "County"), and the Southern Maine Affordable Housing (SMAH)/Biddeford Housing (BHA, (the "Subrecipient" or the "Subrecipient"), collectively referred to as the "Parties." Congress passed the American Rescue Plan Act, P.L. 117-2 (2021) ("ARPA"). Under ARPA, monetary grants given to states and counties may in turn be sub-awarded to other organizations to carry out the goals of the law. ARPA has allocated money to the County, and the County has decided to use a portion of this money to fund the program covered by this Agreement.

**1. Purpose, Representations, and Disclosures.**

The purpose of this Agreement is to set forth the terms and conditions under which the County will provide grant funding (the "Grant Funds") to the Subrecipient for the purposes described in the Subrecipient's application attached at Appendix A (also referred to herein as the "Project"). The Subrecipient adopts and incorporates herein by reference the representations set forth in Appendix B and the disclosures made in Appendix C.

**2. Summary Description of Project and Eligibility for Funding Under ARPA**

*Conversion of 75 Bacon Street, Biddeford, Maine for the expansion of "My Place Teen Center to York County. (MPTC)".* A joint effort of Southern Maine Affordable Housing (SMAH), Biddeford Housing Authority (EIN 01-0408806), and My Place Teen Center a Not-For-Profit 501c3 (EIN 01-0509578), and a current provider of Youth Well-Being and Mental Health Service headquartered in Westbrook, Maine. This site will allow expansion of services to Biddeford Maine in York County for all citizens of York County. The project will include:

***Renovations and furnishings:***

- roof repairs, flooring, painting, heating-ventilation system, windows/doors, interior improvements, plumbing, security/electrical upgrades, sprinkler updates, fire alarm, additional materials, and labor –
- Furnishings, Fixtures, Equipment

Free services to be provided by MPTC in York County will include but are not limited to: daily meals, mental health & substance abuse counseling, homework assistance, culinary and healthy lifestyle training, community service programming, peer support groups and a variety of other services supporting youth from ages 10 to 18 .

All these services address the disproportionate and exacerbated impact Covid has had on our youth, especially those with underlying mental and physical health conditions. Overall, the new teen center will enable our community to become more resilient and able to more quickly recover economically and in public health.

My Place Teen Center (MPTC) is a nonprofit, year-round, free positive youth development program specializing in cultivating grit and alleviating hunger and trauma. At MPTC, adverse childhood experiences and the lifelong consequences of trauma are counterbalanced with protective factors such as increasing cognitive capacity, healthy attachment of relationships, the ability to regulate emotions and behaviors, and creating safe environments.

When schools closed in March 2020, MPTC in the greater Portland area quickly adapted and was a lifeline, providing academic tutoring and social-emotional support; partnering with schools for hybrid learning; feeding hungry children and their families, and linking families to local resources. MPTC provided Essential Services by:

- Closing the achievement gap by providing students with more time for deeper learning and the extra help they need to recover from learning loss due to school closures and disrupted schedules;
- Addressing educational disparities - MPTC, a year-round afterschool program, incorporated evidence-based practices addressing the social, emotional, and mental health needs of young people ages 10-18;
- Focusing on mental health by connecting young people with caring mentors trained to help build healthy relationships and to heal from trauma;
- Ensuring youth safety by partnering with schools to offer families a safe place to learn beyond the school day, allowing parents to return to work or take time to seek employment;
- Supporting nutrition by feeding hungry kids who continue to experience heightened food insecurity during the pandemic; and,
- Promoting physical activity by encouraging physical health and wellness due to the virtual or hybrid-learning models and limited options for daily exercise.

The 75 Bacon Street project, comprised of cross-sector partnerships referenced above, is an active and critical collaboration, which has three attractive benefits for York County that are not currently available: (1) providing a stable, year-round food resource hub for at-risk youth,; (2) offering enhanced services meeting the behavioral health needs exacerbated by the pandemic, such as violence prevention, suicidal ideation, and cyberbullying; and (3) restoring a 17,000 square foot former church by revitalizing its debilitated structure into a vibrant 21st-century multi-purpose (At Risk Youth Services and Affordable Housing units), community-driven use.

Once 75 Bacon Street is renovated, MPTC will become a joint owner of the facility and will use the facility to provide year-round safety and instruction during afterschool hours. Youth activities include life skills, job skills, mentoring for educational disparities worsened by COVID-19, programming addressing social, emotional, and mental health needs, making healthy choices, and afterschool recreation appropriate for kids ages 10-18.

### **3. Term of Agreement and Termination**

This Agreement shall be effective upon full execution by the Parties (the "Effective Date"). This agreement shall be used in accordance with all applicable State and Federal and local laws, rules, regulations and reporting requirements. This Agreement shall remain in effect until one of the following events has occurred: (a) the Subrecipient and the County replace this Agreement with another written agreement; (b) all of the Subrecipient's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or (c) this Agreement has been terminated pursuant to the provisions set forth below.

The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder or suspend payments: (i) if the Subrecipient has breached any provision of this Agreement (including without limitation any reporting requirements) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or (ii) if any representation or warranty made by the Subrecipient in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.

The County shall provide the Subrecipient with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County.

Upon termination of this Agreement or any Grant, the Subrecipient shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Subrecipient, but in no event more than 60 days from the date of such termination.

### **4. Grant Funding.**

The County agrees to make and the Subrecipient agrees to accept, on the terms and conditions stated in this Agreement, a grant in the amount of One Million Five Hundred Thousand Dollars \$1,500,000.00, to be paid out in installments as the project progresses subject to the Subrecipient obtaining identifying and securing sources needed to complete the overall project, over and above the grant amount, the County's approval of those sources and arrangements and the submission by the Subrecipient of required documents, forms, reports, progress and financial information as set forth in Paragraph 8 below in a manner satisfactory to the County. The decision to grant this award is based on the application and related documents submitted by the Subrecipient which is attached at Appendix A and additionally the representations, acknowledgments, and agreements set forth in this Agreement and in the Appendices to this Agreement. From and after the date hereof, the County may agree to make and the Subrecipient may agree to accept, on the terms and conditions stated herein, additional Grants pursuant to additional Applications in the Grant Amount stated in each such Application

or as otherwise may be approved; in such event, such additional Applications will also be attached hereto as an Exhibit to Appendix A and shall become a part of this Agreement.

In addition to the funding through this Agreement, the Subrecipient shall ensure that adequate funding is in place to complete each aspect of the project which is the subject of the application. In the event that any Grant, alone, is for any reason insufficient to complete the applicable project, the Subrecipient will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such project.

**5. Subrecipient's Use of Grant Funds.**

The Subrecipient shall use the Grant Funds solely for the purposes described in the application set forth in Appendix A. Each Grant is being made solely to finance the Project described in that Application. The Grant will not pay any costs other than those incurred during the period from the effective date of this Agreement to June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024). All Grant proceeds that remain unexpended as of June 30, 2024 (or such later date to which the County shall extend such deadline, in its sole discretion) shall be returned to the County promptly (and in any event within ten (10) business days thereafter).

The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the Grant(s) funding source and the Project. Appendix D, which is incorporated herein by reference sets forth a number of the laws, regulations, and requirements that are applicable. In addition, there are additional legal requirements contained in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal awards, 2 CFR Part 200

Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant(s) becoming subject to recoupment (including, without limitation, as described in each Application). If one or more Grant is subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, the Subrecipient shall be responsible for, and hereby agrees to prompt pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.

**6. No Agency Relationship.**

The Subrecipient agrees that the provision of funds under this Agreement to Subrecipient does not in any way establish an agency relationship between the County and the Subrecipient. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Subrecipient is not entitled to any benefits or rights

enjoyed by employees of the County. The Subrecipient specifically has the right to direct and control Subrecipient's own activities in accordance with this Agreement. The County shall only have the right to ensure performance and compliance with the obligations imposed by this Agreement and applicable law. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Subrecipient shall furnish, employ and have exclusive control of all persons to be engaged in performing the Subrecipient's obligations under this Agreement (the "Subrecipient personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Subrecipient personnel shall for all purposes be solely the employees or agents of the Subrecipient and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Subrecipient personnel, the Subrecipient shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Subrecipient personnel when required by law.

The Subrecipient shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Subrecipient agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Subrecipient assumes full responsibility for obtaining and the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, permits, approvals, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Subrecipient and as to all duties, activities and requirements by the Subrecipient in performance of the Services under this Agreement.

#### **7. Recordkeeping and Review.**

The Subrecipient shall maintain accounts and records with respect to each Project and each Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Subrecipient shall keep and maintain all financial records and supporting documentation related to the Project and each Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. If any litigation, claim or audit is started before the expiration of that period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Wherever practicable, Subrecipient shall collect, transmit, and store such records in open and machine readable formats. Subrecipient agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the

Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Subrecipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Subrecipient and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement. Consistent with these requirements, the Subrecipient shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity. In addition, the records must be sufficient to demonstrate the Grant Funds have been used in accordance with 42 USC§ 803(c)(1)(B), 31 CFR Part 35, and U.S. Treasury FAQs and Uniform Guidance (2 CFR Part 200).

The Subrecipient shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with all applicable laws, rules, and regulations, and grant provisions. The Subrecipient shall prepare appropriate financial statements, including a schedule of expenditures of federal awards.

The Subrecipient shall permit the County or any party designated by it upon reasonable prior notice to the Subrecipient to examine, visit and inspect each Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Subrecipient pertaining to each Project and/or each Grant.

If the Subrecipient expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year applicable to this Agreement, the Subrecipient shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Subrecipient shall (a) submit to the County the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; and (b) submit to the County follow-up and developed corrective action plans for all audit findings. If the Subrecipient expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Subrecipient shall notify the County it did not meet the single audit requirement. The Subrecipient shall send all single audit documentation to the County within ninety (90) calendar days of receipt.

#### **8. Disbursement of Award.**

While the total grant to the Subrecipient is in the amount of \$1,500,000.00, the County will pay out the grant amount through a series of installment payments to the Subrecipient.

Payment of each installment to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds previously received (if any) for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by County, (iv) that Subrecipient has certified with each payment or reimbursement request that it is in compliance with the requirements identified in Appendix "D" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations, (v) Subrecipient has provided the County with such documents, forms and information that the County may request at the time of each installment payment, including but not limited to financing status, financial information, and progress reports. Subrecipient represents that it has secured funds and/or financing in amount at least equivalent to the award and will provide proof of same to the County prior to the disbursement of this award. The failure of Subrecipient to meet these conditions precedent may result in the delay of the installment payment or nonpayment of any installments depending on the circumstances.

Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations and all other terms of this Agreement.

The County shall disburse the award to the Subrecipient as follows:

Funds will be administered on an installment basis in an amount and on forms approved by the County. Documentation will be verified by the County prior to release of funds. These requests for disbursement will include an updated schedule of the various funding sources and uses. (see Appendix C Disclosures Item D)

#### **9. Repayment of Funds to County.**

The Subrecipient shall return Grant Funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events: (a) if overpayments are made by the County; (b) if a court determines that the award of the grant should not have been made by the County; or (c) if an audit of the Services by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by 42 USC § 803(c)(1), 31 CFR Part 35, U.S. Treasury FAQs and Uniform Guidance (2 CFR Part 200, the U.S. Department of the Treasury, the County, state law, or this Agreement. In such a case, the County shall make a written demand upon the Subrecipient for repayment, and the Subrecipient shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand.

No exercise by the County of the right to demand repayment of funds from the Subrecipient shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Subrecipient may be exercised as often as necessary to recoup from the Subrecipient all funds required to be returned by the County to the U.S. Department of the Treasury.

The Subrecipient is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

#### **10. Certification on Absence of Debarment.**

The Subrecipient, defined as the primary participant and its principals, certifies by executing this Agreement that to the best of its knowledge and belief that they:

- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- (d) Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

The Subrecipient agrees by executing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by County.



**11. Indemnification and Hold Harmless.**

To the fullest extent permitted by law, the Subrecipient shall indemnify, defend, and hold harmless the County and all officials, agents, volunteers and employees of the County, from and against all claims for injuries, death or property damage arising out of or resulting from the performance of the Agreement. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Subrecipient's obligation to indemnify, defend, and hold harmless includes any claim by Subrecipient's agents, employees, representatives, or any sub-Subrecipient/subcontractor or its employees. Subrecipient expressly agrees to indemnify, defend, and hold harmless the County for any claim arising out of or incident to Subrecipient's or any sub-Subrecipient's/subcontractor's performance or failure to perform the obligations under this Agreement. Subrecipient's indemnification, defense, and hold harmless obligations shall survive the expiration, abandonment, or termination of this Agreement.

The above indemnification obligations shall include, but are not limited to, all claims against the County by an employee or former employee of the Subrecipient or its subcontractors, and the Subrecipient, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County under any industrial insurance act, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

**12. Insurance.**

The Subrecipient shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the County should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Subrecipient, or sub-Subrecipient, or agents of either, while performing under the terms of this Agreement. By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Subrecipient under this Agreement. The Subrecipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

The Subrecipient's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Subrecipient to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

The Subrecipient shall submit a certificate of insurance which outlines the coverage and limits defined in this insurance section.

The Subrecipient shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Additionally, the Subrecipient is responsible for ensuring that any sub-Subrecipients provide adequate insurance coverage for the activities arising out of subgrants.

**Workers' Compensation.** Statutory requirements of the state of Maine and Employers' Liability or "Stop Gap" coverage: \$1,000,000.

The rights of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

### **13. Notices**

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the County, to York County, 149 Jordan Springs Road, Alfred, Maine 04002, Attention: County Manager Greg Zinser, and (ii) in the case of the Subrecipient, to the address specified in the most recent Application; or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

### **14. Headings and Attachments.**

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

However, each appendix, exhibit or other attachment hereto (including without limitation each Application attached (or to be attached) and referred to herein is an integral part of this Agreement.

### **15. Further Assurances and Close-Out Requirements**

Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

In addition, each party's obligation to the other shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of unused materials and equipment as required herein, unspent cash advances, program income balances, and accounts receivable to the District and the County), and determining the custodianship of records. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work of the Agreement have been completed.

#### **16. Third-Party Beneficiaries**

This Agreement is exclusively between the County and the Subrecipient, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Subrecipient and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Subrecipient. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Subrecipient and the Indemnified Persons.

#### **17. No Waiver**

No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

#### **18. Governing Law**

This Agreement shall be construed under, and governed by, the laws in effect in the State of Maine. The Subrecipient agrees to bring any federal or state legal proceedings arising under this Agreement in which the County is a party in a court of competent jurisdiction within the State of Maine. This section shall not be construed to limit any other legal rights of the parties.

#### **19. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Subrecipient and the County and their respective successors and assigns, except that the Subrecipient may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.

**20. Complete Agreement; Waivers and Amendments**

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, one or more Applications are attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the Subrecipient may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall be attached to and become a part of this Agreement. The parties understand and agree that this Agreement and all Applications attached hereto from time to time, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

**York County**

**Subrecipient:  
Southern Maine Affordable Housing/Biddeford  
Housing**

By: \_\_\_\_\_  
**Gregory T. Zinser  
County Manager**

By: \_\_\_\_\_  
**Guy M. Gagnon  
President/Executive Director**

## Appendix A

See Attached Application for Grant Funding and related documents.



MPTCinfo.ARPyorkc  
ounty.pdf

## Appendix B

### Subrecipient Representations

Recognizing that the County is relying hereon, the Subrecipient represents, as of the date of this Agreement, as follows:

(a) Organization; Power, Etc. The Subrecipient is located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);

(b) Authority. The Subrecipient has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Subrecipient that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Subrecipient executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Subrecipient to the terms and conditions herein. \* *BHA/SMAH BOARD RESOLUTION ATTACHED*

(c) No Litigation. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Subrecipient executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Subrecipient nor the title to office of any authorized representatives of the Subrecipient executing this Agreement, is being contested.

(d) No Conflicts. The authorization, execution and delivery of this Agreement, and performance by the Subrecipient of each Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Subrecipient is a party or by which it or any of its properties is bound.

(e) SAM Registration. Subrecipient is registered with the System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS) number listed is the correct such number for the Subrecipient as of the date hereof. SEE ATTACHED

(f) Binding Agreement. This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Subrecipient, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(g) Information Submitted. All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.

(h) Ratification. By executing this Agreement, the Subrecipient (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the this Agreement and the Application(s) attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).

## Appendix C

### Disclosures

- A. Nature and scope of relationship between Subrecipient Southern Maine Affordable Housing(SMAH)/ Biddeford Housing(BHA) and any other entity involved in the Project:

**Biddeford Housing(BHA):** SMAH is the affiliated development corporation of BHA

**My Place Teen Center(MPTC):** Future joint owner of 75 Bacon Street with control over the teen center space

- B. Explanation of managerial and organizational control and direction of Project:

Daily inspection of site with weekly reports on progress.

Weekly and/or biweekly on-site meetings with contractors, designers and engineers

Monthly financial review and sign off on payment requests

- C. Description and explanation of ownership structure regarding equipment, facilities, and property acquired or otherwise used in connection with the Project:

SMAH/BHA to continue ownership of structure during the pendency of the Project. At the completion of the Project, MPTC will become joint owner of the 75 Bacon Street building with SMAH/BHA and will also own all equipment, fixtures and items acquired in connection with the grant award

- D. Identification of other sources of funding for the Project and respective amounts:  
SEE ATTACHED SOURCES AND USES

- E. Description of how the purpose and/or mission of the Project will continue in the future after the expenditure of the Grant funds:

All grant funds are for physical improvements to the property and or equipment to operate the teen center, not for programming. No future requests for programing funds will be made to York County Government. The facility will remain for use as a teen center by MPTC in perpetuity.

- F. Anticipated role of the Subrecipient during and after the completion of the Project:



SMAH/BHA will remain as primary owner of the property being improved and plans to invest other funds into the renovation of the lower level into either housing, non-profit office space and/or other non-profit type uses to benefit the community. At the completion of the Project, MPTC will become joint owner of the 75 Bacon Street building with SMAH/BHA.

## Appendix D

### Compliance with Applicable Law, Regulations and Requirements

(a) Subrecipient agrees to comply with, and to fully cooperate with the County with respect to its compliance with, the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient agrees to comply with all applicable federal statutes, regulations, and executive orders. Subrecipient also agrees to comply with, and to fully cooperate with the County with respect to its compliance with, all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this sub-award.

(b) Federal regulations applicable to this sub-award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this sub-award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this sub-award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the sub-award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the sub-award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations.

(c) Statutes and regulations prohibiting discrimination applicable to this sub-award include, without limitation, the following: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of the County's noncompliance (including without limitation as a result of the Subrecipient's non-cooperation with the County or other Subrecipient noncompliance) with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the County (and, thereby, the Subrecipient) of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act. 12. Hatch Act.

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

False Statements. Subrecipient understands that making false statements or claims in connection with this sub-award is a violation of federal law and may result in criminal, civil, or administrative

sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 14.

Publications. Any publications produced with funds from this sub-award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [ ] awarded to York County, Maine by the U.S. Department of the Treasury.”

Debts Owed the Federal Government. (a) Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this sub-award; (2) that are determined by the County or the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the County and the federal government. (b) Any debts determined to be owed the County and the federal government must be paid promptly by the Subrecipient. A debt is delinquent if it has not been paid by the date specified in the initial written demand for payment, unless other satisfactory arrangements have been made or if the sub recipient knowingly or improperly retains funds that are a debt as defined in paragraph 15(a). The County and Treasury will take any actions available to it to collect such a debt. 16. Disclaimer. (a) The County expressly disclaims (and the Subrecipient understands that the United States also disclaims) any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this sub-award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this subaward. (b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the County (or the United States) and Subrecipient.

Protections for Whistleblowers. (a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. (b) The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant

oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. (c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. 18. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997).

Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles. 19. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, its Subrecipients (if any), and its contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

VOTE OF THE COMMISSIONERS OF BIDDEFORD HOUSING AUTHORITY (11-17-2021)

**Re: 75 Bacon Street, BIDDEFORD, MAINE**

WE, the undersigned, being the commissioners of Biddeford Housing Authority, hereby take the following vote.

**VOTED:** To authorize and empower the Executive Director of Biddeford Housing, or its assigns, to obtain and utilize, on behalf of Biddeford Housing Authority(BHA) and its affiliate, Southern Maine Affordable Housing (SMAH), certain grant funds awarded by York County Government thru the ARPA Federal program to complete the renovation and construction of 75 Bacon Street, Biddeford in order to accommodate occupancy by My Place Teen Center in the upper level of the building.

The funds, estimated to be up to \$1,500,000, will be in such total amounts, and upon such terms and security as shall seem acceptable to the Executive Director of Biddeford Housing Authority,

The Executive Director of Biddeford Housing Authority so acting on behalf of Biddeford Housing Authority and Southern Maine Affordable Housing, is hereby authorized and empowered to execute and to deliver such promissory notes, standby promissory notes or other security agreements, mortgages, reimbursement agreements, pledge agreements, UCC-1 financing statements, pledges, and any and all other instruments, certificates and affidavits as shall seem to such Executive Director, to be in the best interest of Biddeford Housing Authority in order to effect the foregoing.

The BHA board will be provided periodic reports with sources and uses of all funds for the project.

Dated at Biddeford, Maine and effective this 17th day of November 2021:

X Frank A. Anger  
Chairperson

Board Members

X June M. O'Neil

X Albert J. Scuderi

X Mildred Blanchette

X \_\_\_\_\_

X Samuel H. H.

X \_\_\_\_\_

BIDDEFORD HOUSING AUTHORITY  
DUNS: 031489276 CAGE Code: 6QVV5  
Status: Submitted

22 SOUTH ST  
BIDDEFORD, ME, 04005-2407,  
UNITED STATES

**Entity Overview**

Entity Information

DUNS: 031489276  
Name: BIDDEFORD HOUSING AUTHORITY  
Business Type: Business or Organization  
POC Name: Guy Gagnon  
Registration Status: Submitted  
Registration is pending CAGE validation.  
Registration passed IRS Consent validation.

*SAM.gov*

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1676.20140418-1421  
WWW2

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





189 Commerce Court  
 PO Box 189  
 Cheshire, CT 06410-0189

203-272-8220 or 800-873-0242  
 fax 203-271-2265  
 www.housingcenter.com

## CERTIFICATE OF INSURANCE

ID: 818

Issue Date: 12/12/2021

Insured: City of Biddeford Housing Authority

Address: 22 South Street  
 P.O. Box 2287  
 Biddeford, ME 04005-4005

**Coverages**

Type of Insurance	Policy Number	Limits
Commercial Liability	HARRG-818-217691-2022	<b>General Aggregate:</b> \$ 2,000,000
[X] CoverageA; Bodily Injury and Property Damage Liability: <u>Occurrence</u>	<b>Effective Date:</b> 01/01/2022 12:01 AM	<b>Per Occurrence:</b> \$ 1,000,000
[X] CoverageB; Personal and Advertising Injury Liability: <u>Occurrence</u>	<b>Expiration Date:</b> 01/01/2023 12:01 AM	<b>Personal and Adv Inj:</b> \$ 1,000,000
Coverage		<b>Fire Damage Sub-Limit:</b> \$ 50,000
		<b>Athletic Sport Sub-Limit</b>
		<b>Per Occurrence:</b> \$ 250,000
		<b>Aggregate:</b> \$ 250,000

**Description: Proof of Insurance**

**Certificate** United States Department of Housing and Urban Development  
**Holder:** 451 7th Street, S.W.  
 Washington, DC 20410

**Company:** Housing Authority Risk Retention Group, Inc.

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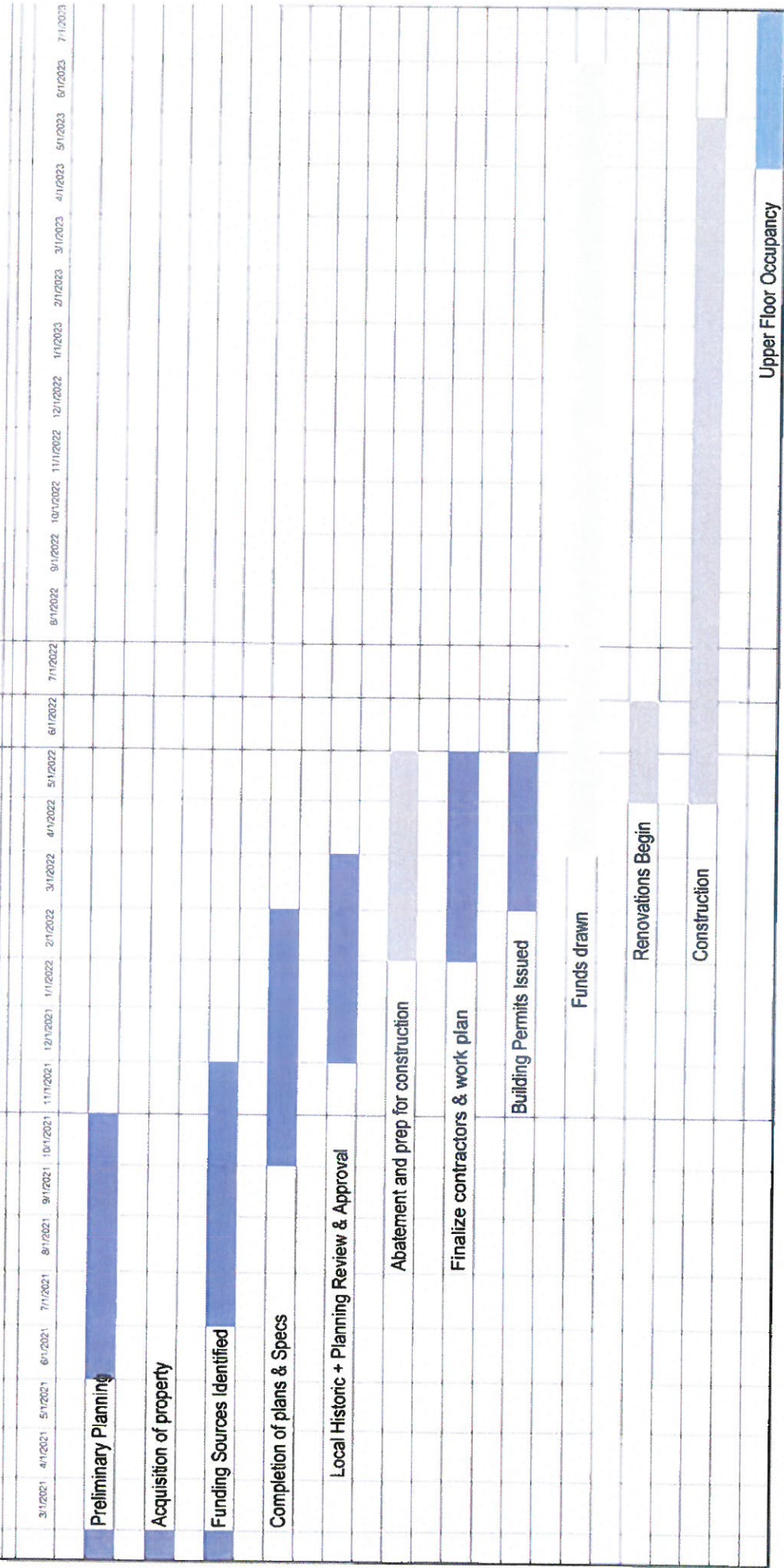
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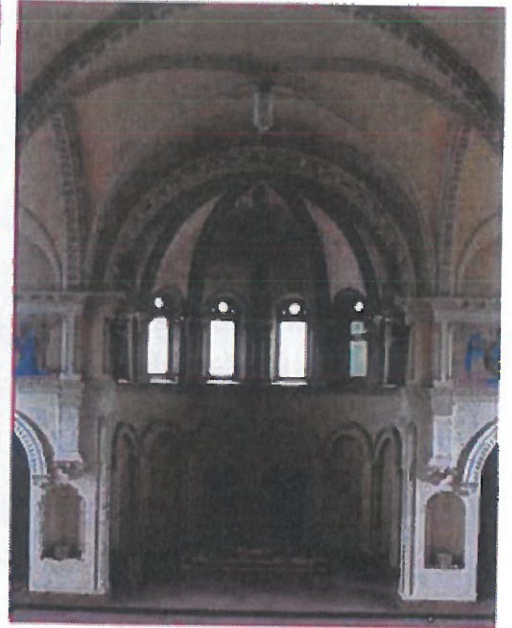
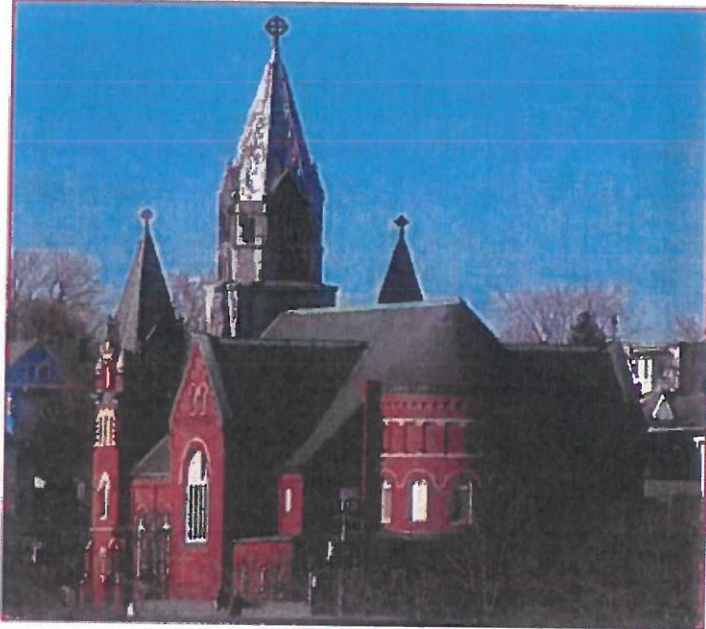
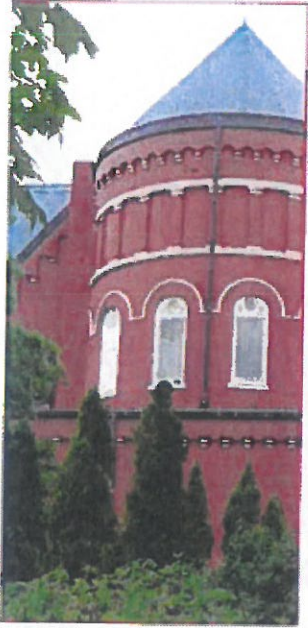
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**Signature of Authorized Representative**



# 75 Bacon St. Upper level - MPTC

# Timeline





75 BACON STREET BIDDEFORD – THE FORMER ST. ANDRE'S CHURCH

a second location. a second home.

The ARPA Campaign to Fund My Place Teen Center in York County



#### OUR MISSION

My Place Teen Center's mission is to provide a safe haven for youth, ages 10-18, sustaining them with comfort, meals, resources, and hope.

#### BOARD OF DIRECTORS

Rev. Tim Higgins **CHAIR**  
Lori Carter **VICE CHAIR**  
Paul Pellerin **TREASURER**  
Cheryl Hinkson **SECRETARY**  
Amy Clearwater  
Therese Cloutier  
Jennifer Drouin  
Martha Gaythwaite

Donna Dwyer **MANAGER & CEO**  
C. Alan Baegle, Esq. **CLIENT**

#### OUR VISION

All youth will have the academic, job readiness, and life skills necessary to lead independent adult lives filled with stewardship, courage, passion, and joy.

#### ADVISORY COUNCIL

Larry Caruso  
Ben Campo  
Suzanne Joyce  
Kevin McCarthy  
Doug McKeown  
Catherine Powers  
John Powers  
Lee Rosaignol  
Michael Sanphy  
Deborah Shangraw  
Giovanni Twiggie  
Anne Veilencourt  
Maureen Van Uden  
Mark Woodbury

#### ADVISORY COUNCIL - YOUTH

Alexis Dearborn

#### MPTC STAFF

Donna Dwyer **President & CEO**  
Tina Burns **Director of Operations**  
Joe Jimino **Facilities Director**  
Timissa Dearborn **Office Manager**  
Mic Weybright **Youth Culinary Program Instructor**  
Alexis Dearborn **Program Coordinator**  
Evan Jewell **Program Coordinator**

## From Our Board Chair

### Resilience is the Response



Steve Doughty from an on-line resource of mine, speaks about people he described as the "holy resilient." He said, "When subjected to the fiercest pressures of change, the holy resilient do not just endure or bounce back. They become more: more compassionate, deeper, simpler in their desires, and more focused in how to use their time. Resilience for them is not a matter of getting back to normal, nor is it about adjusting as well as they can. It is about transformation. It is about moving beyond where they were at the start of the change. It is about becoming new persons. This is so whether the change broke upon them through a diagnosis, pink slip, an unexpected phone call, a technological innovation, or cherished patterns of working with others."

We, too, are in this process of adjusting as well as we can.

We're adjusting to:

- the pandemic with all its inconveniences, economic impact, and mounting grief
- a new fervency for racial justice and its mounting grief

We can choose to meet these challenges with granite-like immovable resistance against the rushing waters unwilling to accept what is or will be, or we can meet the challenges with the resilience of a deeply-rooted reed that bends as the waters push against and surround it.

I truly believe that the leadership and staff at MPTC coped with COVID-19 as that reed that bent but refused to break. After schools were shut down in the middle of March 2020 and the staff realized that no kiddos would be entering their red doors, anxiety set in with the following questions: *How will we take care of our kids? How will we help our neighbors? Will our funders respond? Will the Center come out whole on the other side of this? As the anxiety rose, the stress was palpable. MPTC was at a crossroads.*

Within 48-hours, our fearless leader, Donna Dwyer, reached deep and I quote, "we have a kitchen, a cook, a van, and staff." Immediately a list was compiled of the Center's clientele and their families and daily meals were prepared for 50 at the curbside and 200 out for delivery - 250 people served each and every day for nine months. Old funding sources were tapped and new funding sources were discovered. The business model was transformed so as to meet the immediate need in the community.

Many other Westbrook residents besides regular attendees of the Center have been served.

A remarkable story of adjustment, transformation, and resilience

Your Board of Directors will continue to monitor the present situation and look to the possibility of adjusting our very liquid business plan - based on the needs of the community. We thank you all for your ongoing support of MPTC and we invite you to continue that support in any way possible.

We also thank the York County Commissioners for their consideration of our ARPA request. You have the power to transform the 75 Bacon Street project.

Sincerely yours,

Tim Higgins, Chair of the BOD

## WHO WE ARE

My Place Teen Center is a nonprofit southern Maine organization based in Westbrook with a second location to be opened in Biddeford, 2023.

Opened in 1998, we are a year round, free, out of school time, evidence-based, positive youth development program specializing in cultivating grit and alleviating hunger and trauma. We are open five days per week, year-round. Everything we do for the kids is free.

My Place Teen Center is at the forefront of some of the most crucial issues of our time.

- We fight to keep kids safe from the devastation of the opioid epidemic.
- We combat poverty and food insecurity.
- We create real, authentic communities with kids from diverse backgrounds, teaching them how to be good citizens and good neighbors.
- We show teens from broken homes that there is a better way to live life – with accountability, personal responsibility, and self-care.

In short: Adverse childhood experiences and the lifelong consequences of trauma can be counterbalanced with protective factors such as increasing cognitive capacity, healthy attachment of relationships, the ability to regulate emotions and behaviors, and creating safe environments. **This is our calling card.**

### The Three Most Important Things We Do:

1. Provide food - daily meals and snacks
2. Offer a teen oasis
3. Instill GRIT via character development, academic support, mentoring, civic engagement, and life skills. The mettle of a kid's heart and will is IT. #mySTRONG

### Our Hallmark Programs:

1. **Youth Leadership Academy** – a specialized positive youth development program designed to increase developmental assets to reduce risky behaviors. Youth attend year-long units on Health and Wellness, Leadership and Social/Emotional competencies, STEAM, Workforce Readiness, and Character Education/Civic Engagement.
2. **Restaurant Job Training Program (RJTP)** – embedding life skills, workforce development modules, accountability protocols, STEM principles, and financial literacy practices. The RJTP gives teens the opportunity to train as proprietors, cooks, servers, bussers, hosts, hostesses, and dishwashers in a restaurant-like environment, preparing meals in the teaching kitchen, and serving 9,000 meals to their fellow teens in MPTC's dining room.
3. **Get Urban Kids Outside!** – getting city kids to explore and maintain the woods and local trails, breathe in fresh air, share, listen, and problem-solve teen angst, practice healthy lifestyle choices, glean and forage fresh produce, and engage in ecology studies, dining room.
4. **Making Proud Choices!** – an Evidence-Based, Safer-Sex Approach to Teen Pregnancy and HIV/STD Prevention curriculum that provides adolescents with the knowledge, confidence and skills necessary to reduce their risk of sexually transmitted diseases (STIs), HIV and pregnancy by abstaining from sex or using condoms if they choose to have sex.





**We're not just raising kids here,  
we're raising the next generation  
of adults, and they're headed  
your way...**

**4**

## **WHY DOES MY PLACE TEEN CENTER MATTER?**

According to the 2019 recommendations from the National Commission on Social, Emotional & Academic Development, "...children require a broad array of skills, attitudes, and values to succeed in school, careers, and in life. They require skills such as paying attention, setting goals, collaboration, and planning for the future. They require attitudes such as internal motivation, perseverance, and a sense of purpose. They require values such as responsibility, honesty, and integrity. They require the abilities to think critically, consider different views, and problem solve. And these social, emotional, and academic capacities are increasingly demanded in the American workplace, which puts a premium on the ability to work in diverse teams, to grapple with difficult problems, and to adjust to rapid change." <http://nationathope.org/report-from-the-nation/>



The long-term impacts of poverty on children have been extensively researched and documented. Among the disturbing consequences:

- According to the American Psychological Association, child poverty is linked with a range of negative developmental conditions and outcomes, including poor academic achievement, school dropout, abuse and neglect, behavioral and socio-emotional problems, physical health problems, and developmental delays.
- Over time, child poverty contributes to chronic stress, lower levels of working memory, a weak foundation for later learning, behavior, and health, and poor adolescent and adult outcomes, according to the Urban Institute's research report, *Child Poverty and Its Lasting Consequences*.
- Perhaps most concerning is that poverty impacts a child's brain development, leading to long-term behavioral and cognitive difficulties.

In response, we provide academic assistance through Science, Technology, English, the Arts, and Math (STEAM) programs. We have our Restaurant Job Training Program where youth are learning front-of-the-house and back-of-the-house restaurant job training skills. We offer instruction in character development, leadership development, life skills, and financial literacy. We focus on aspects of healthy, responsible moral development that builds strong character, self-esteem, academic, and leadership skills. We run a youth-led store based on an earned point system. All this, and we provide daily, healthy, complete meals and snacks.

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## HISTORY OF MPTC AND TODAY

In 1996, Westbrook community leaders, shocked by a local teen's suicide and the increase of drug and alcohol abuse by teens, started a dialogue on how best to keep the city's 1,700 teens safe. They created an after-school teen drop-in center, the "Mission Possible Teen Center," which opened its doors in 1998 in the Dana Warp Mill. Westbrook soon became a vital community resource, the city's first no-barrier program for all kids, regardless of socio-economic status or background, to hang out in a fun, safe, and learning-filled space.



By 2004, demands for teen services increased and the Center realized it needed more space. The Board of Directors made the courageous decision to relocate the Teen Center and purchased the former United Methodist Church for its new home located in the heart of Westbrook. In 2013, and in celebration of our fifteen-year anniversary, the Board changed the name from "Mission Possible" to My Place Teen Center to recognize the kids who often referred to the Teen Center as "My Place."

In 2014, Biddeford champions and stakeholders requested discussions about how to bring our business model to Biddeford. Originally we were functioning in a consultant mode, but early 2017 discussions turned to: Would we bring our business model to Biddeford and run a second site/MPTC for them? Given that expansion was already part of our strategic plan, this was an easy answer due to the positive relationship already developed with city leaders and a similar demographic and landscape between both cities.

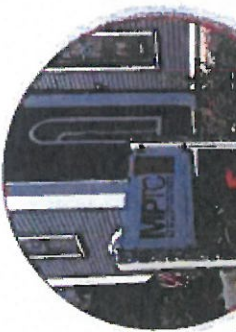
Since then, we have been working closely with Biddeford Housing Authority/Southern Maine Affordable Housing and city leaders regarding establishing a second site at 75 Bacon Street, Biddeford, the former St. Andrew's Church. Our target opening date is 2023.



**Every child who winds up doing well has had at least one stable and committed relationship with a supportive adult.**

**CUMBERLAND COUNTY**

755 Main Street, Westbook  
Red Doors opened in 1998



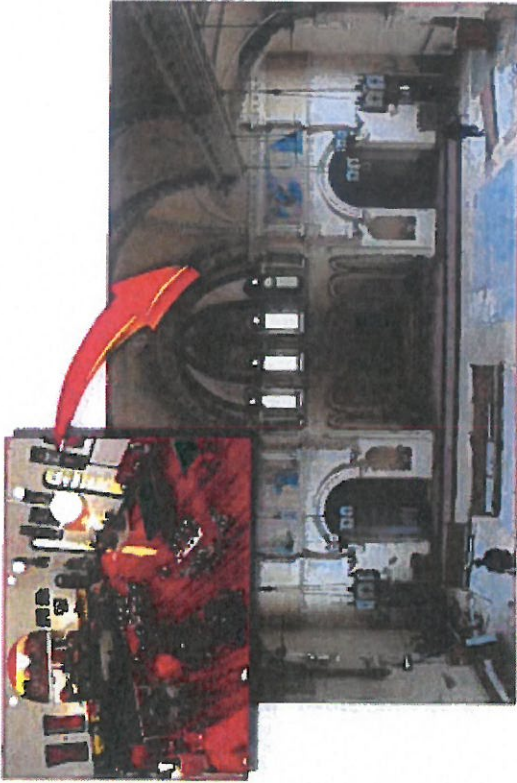
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**YORK COUNTY**

75 Bacon Street, Biddleford  
Red Doors to be opened in 2025



9



**Imagine Our Westbrook Success in Biddeford**

My Place Teen Center's mission is to provide a safe haven for youth, ages 10-18, sustaining them with comfort, meals, resources, and hope. We did that in Westbrook. Now imagine that same philosophy expanding to Biddeford — reaching double the teens each year!

This would expand our mission so that all youth in York and Cumberland counties will have the academic, job readiness, and life skills necessary to lead independent adult lives filled with stewardship, courage, passion, and joy.

We are launching an American Rescue Plan Act campaign to renovate and furnish our second home in Biddeford. The Board and staff of My Place Teen Center have enthusiastically embraced this landmark project. Together, with the broad support of the community, we will be investing in the future of vulnerable teens and their families in southern Maine.

**Invest in a Second Home, Invest in York County**

**75 Bacon Street Renovation and Furnishings — \$1.8 MM**

- White box condition: roof repair/sleepe, flooring, heating-ventilation system, windows/floors, interior improvements, plumbing, security/electrical upgrades, sprinkler updates, fire alarm, additional materials and labor - \$995k
- Furnishings, Fixtures, Equipment - \$450k
- Contingency - \$35k

We will be in a shared ownership contract with Southern Maine Affordable Housing. My Place Teen Center will own the main floor and the balconies above the main floor at 75 Bacon. We are the sole owner of our Westbrook location.



**Our culture is one in which we are loving first and firm when needed. A family-type, anti-bullying, safe environment is our hallmark.**





**Temporary York County Location**

**QUALIFICATIONS**

Our CEO, Donna Dwyer, has 24 years in social services, 14 years of nonprofit executive director/CEO positions, and holds three graduate degrees including an MBA with a focus on Entrepreneurship, a Certificate of Advanced Study in Educational Leadership, and a MS.Ed. in Special Education.



Donna also project managed a \$1.2MM renovation at the Westbrook site.

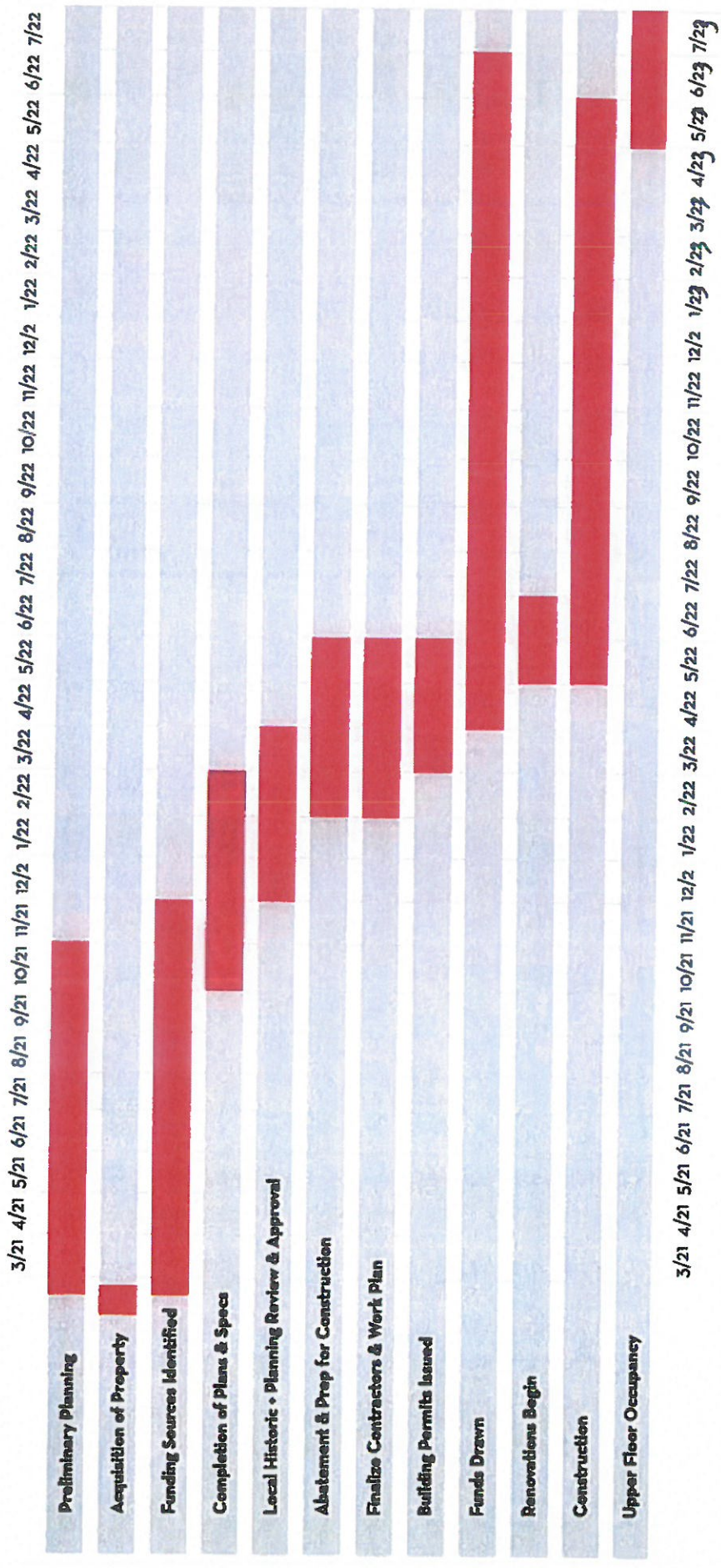
Our Director of Operations, Tina Burns, has extensive social services case management experience and seventeen years of non-profit accounting and office management.

In addition to our Board of Directors, in 2015, we formed an Advisory Council to help advance the mission of the organization through their individual and collective expertise and relationships in the community. This statewide group consists of a diverse pool of individuals that serve a variety of tasks such as raising the organization's profile, monitoring community needs and organizational trends, suggesting ideas, assisting with fundraising resources, linking to other groups of stakeholders, and offering informed guidance.



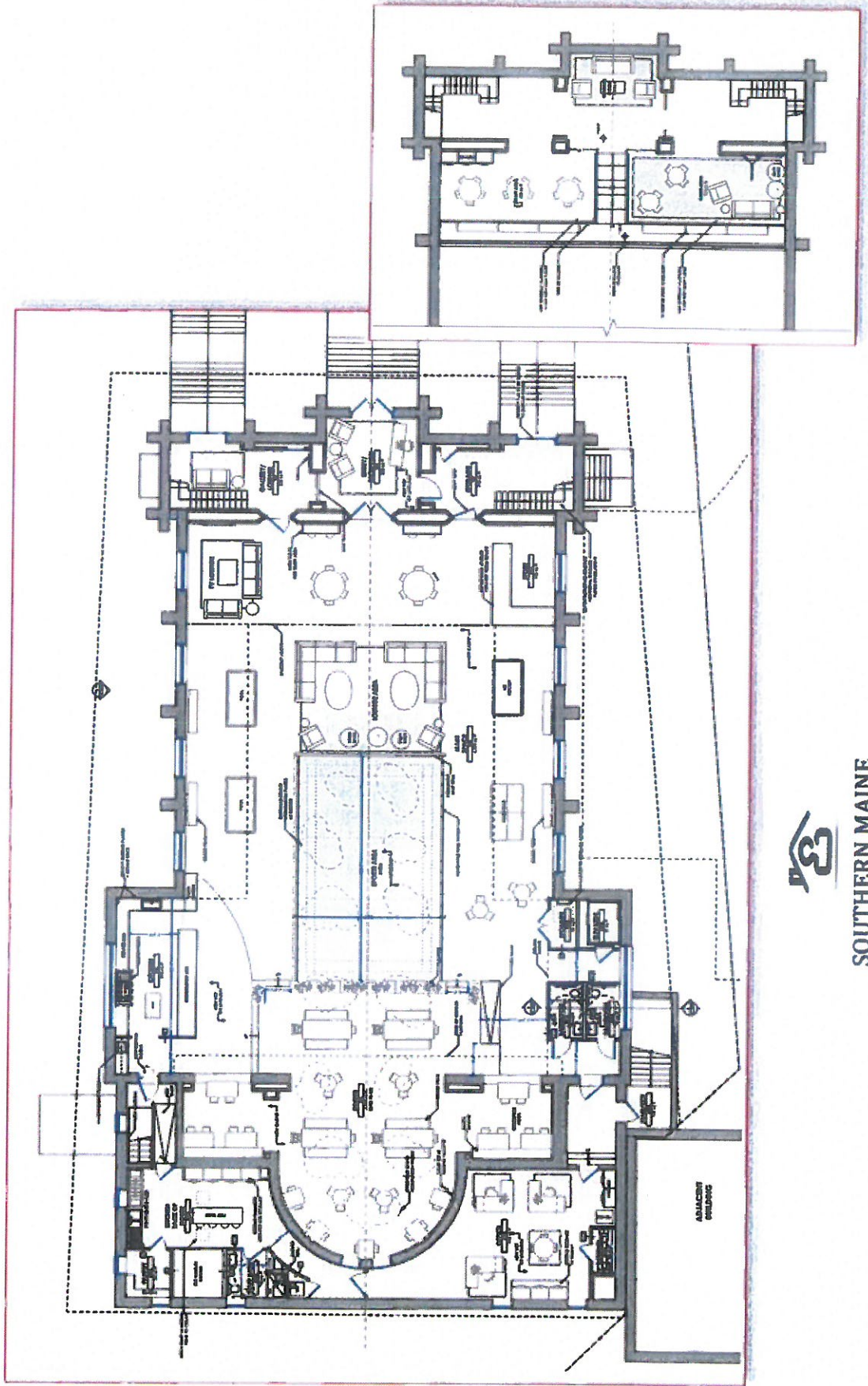
# 75 Bacon Street Upper Level Renovation for MPTC

## TIMELINE



SOUTHERN MAINE  
AFFORDABLE HOUSING

# 75 Bacon Street Upper Level Floor Plan



SOUTHERN MAINE  
AFFORDABLE HOUSING



# Communities Served



## Meet Franklin Age 17

Franklin has had a tumultuous adolescence. As a younger teen, Franklin struggled with gender identity. This struggle left him with little support at home and he has spent much of his teenage years homeless, couch-surfing, and trying to avoid trouble. Franklin attends school in Portland, but comes to Westbrook after school to come to MPTC. He says he comes here because MPTC offers a lot for him to do and it makes it easier to make the right choices. When he is here, his anxiety is less. He is happier. He is safe.

## Meet Baqir Age 15

Baqir immigrated to the United States from Pakistan when he was in elementary school, first to Portland and eventually settling in Westbrook. Baqir is now a sophomore in high school and has been a part of the MPTC community for a few years. An avid athlete, he plays football and basketball for Westbrook High School. He is a proud student, who dreams of college. He speaks two languages. Baqir is a role model for many of our younger kids and carries himself with dignity. We are proud to have Baqir as part of our community.

## Meet Livvie Age 14

When Livvie first started coming to the teen center she was withdrawn, crass, and hard to talk to. She was hard to get to know. Over the past year, however, we have seen an amazing young woman emerge. A talented artist, she creates beautiful comic book style drawings. She has connected with other young women and has developed some very close friendships. These friendships have eased her transition from middle school to high school. Sometimes she still sits alone, but now it is because she seeks space, not because there is no one to sit with.

## Meet Victor Age 12

Victor is your pretty average seventh grader. He loves video games, kick-ball, and computers. What he doesn't love is homework. When Victor fell behind in his school work his mother contacted us. We were able to work with Victor to encourage him to get his school work done. Still, we were there to assist him when he had questions and praise him when he completed an assignment. This school year Victor is committed to getting his work done on-time. We are able to help him out here by offering homework assistance every day!

## Meet Hope Age 14

Hope is an outstanding member of the MPTC community. She is always willing to lend a hand, is respectful, and a good friend. When Hope first started coming to MPTC she was shy and quiet. Over the past year we have seen tremendous growth in Hope as she has opened up to our community. We have undergone some major renovations here at MPTC throughout the renovation period, Hope was always ready to volunteer for whatever needed to be done. Her help was greatly appreciated by both staff and her peers. Hope loves music and dreams of becoming a singer.

## Meet Carter Age 15

Carter has been coming to MPTC for a few years now. He is an awesome kid. He has been studying Judo for several years and is quite good. He is funny, motivated, and smart. He is also the victim of relentless bullying. Kids pick on Carter because he is short. Bullies make fun of him and have been physically violent toward him. Carter struggles to take back power and sometimes to feel more powerful he becomes the bully. Here at MPTC, we have worked with Carter to learn productive ways to handle bullies and being bullied. He has learned when he must talk to an adult to keep his self and others safe. We have worked with him to problem-solve ways to cope with his anger and frustration when he is bullied. He has learned that power does not come from taking his feelings out on others. Carter has made huge strides and we have seen growth in his self-esteem, pride, and self-control. There is still work to be done, but Carter is committed to success.

## Meet Damien Age 11

Damien is a vibrant member of the MPTC Community. He is full of energy, spunky, and super fun to be around. Damien is also a good friend and peer. He often seeks out kids who are by themselves and will ask them to join him in a video game. Also, he helps his friends remember the rules and make good choices, which is definitely appreciated and recognized by staff. He plays rec football and loves hanging out with his younger siblings in the park.

## Meet Marcus Age 15

Marcus is a pretty good kid with a pretty big heart. He is a great big brother, always looking out for his younger sister. He is a good friend and a decent student. He plays sports, is full of energy, and can be really fun to be around. But Marcus can be really hard to get to know and until he tests you can be a real challenge. When he meets someone new he will test their limits; he wants to know if you are going to stick around or run away. His parents are separated and both struggle with substance use and staying out of trouble. Marcus has learned he can trust us here at MPTC. He has pushed and discovered that we are not going to give up on him. He knows that we are going to be here for him no matter what he needs.

## Meet Heidi Age 15

Heidi loves fashion, art, and has a flare for the dramatic. She dreams of being a fashion designer. Daily life can be challenging for Heidi. She has mental illness and often struggles with self-esteem. Here at MPTC, Heidi has a place to express her dreams, to try out her ideas, and to be herself. She was an active member of the fashion club, making new clothing from old. She loved the improv acting class. She always participates in arts and crafts. She loves Karaoke. At MPTC Heidi is able to live some of her dreams and find encouragement to keep following them.

## Meet Mandy Age 12

Mandy is adorable. When you see her, you just want to hug her. She is small and looks very young for her age. She also acts young for her age. Mandy has some learning disabilities and severe ADHD. Her mom, a single mother, struggles to keep up with all the demands. Mandy's mom has found an ally in MPTC. She has been forthcoming about Mandy's needs and we have stepped up to help Mom meet some of them. Mom knows that Mandy can get help with her homework, work out some of her energy, and improve her social skills. She also gets dinner and a ride home! It is a huge service for this family and a huge relief to a busy and tired mom struggling to get it all done.

## Meet Daniel Age 12

A 7th grader, Daniel is an absolute joy to have around. This kid is always smiling and his laugh is infectious. He likes gaming, camping, computers, and video games. He is always friendly to the other kids and to staff. When asked why he likes coming to MPTC he said, "There are a lot of good people here!"

## Meet Vivaan Age 12

Vivaan is a charismatic and charming young man. He is the kind of kid who can smile and get what he wants. Vivaan plays baseball, loves video games, and hanging out with his friends. He is also the kid who can get himself into trouble. Vivaan has a tendency to make bad choices, especially when trying to impress a group of friends. At MPTC, Vivaan learns how to make good choices. He is rewarded not for showing off, but for showing up, participating, and being a team player. Although, sometimes he has been known to get a free candy bar or two from our store, because we have to admit, it is hard to resist that smile.

## Meet Ella Age 12

Ella is a shy, small kid who often finds herself the subject of other kids' jokes. Her clothes are worn, her hair is knotted, her social skills are limited. When Ella comes to MPTC she comes with a caseworker. At other places she might get Ella apart, but at MPTC many of the kids who come here have one-on-ones who work with them. Here Ella finds other kids she can relate to.

## Meet Eric Age 16

Eric is a truly gifted kid. An athlete - he is a gymnast, a cyclist, and a track star. He was one of six high school students chosen to participate in the Bike Mania event - a six day bike ride around the state. He can steal the attention of every kid in the center, cleaning the furniture out of the way, doing no-handed flips up and down the floor. Not only an athlete, he is also a role model. Eric is helpful, always willing to lend a hand. He treats every person with respect. He is also poor. He and his brother are being raised by a single dad who struggles to make ends meet. Poverty places Eric "at risk." Statistically, Eric's likelihood of improving his circumstances are small. But, Eric is not defined by his socioeconomic status. Here at MPTC we teach Eric and kids like him that they are not statistics, that their dreams can be realized. Eric wants to go to college and we know that he will. We will do what we can to help him make that dream a reality.

## Meet Michael Age 14

Michael was a sledge hammer. Every interaction he was on the offensive - strike first before he could be struck. Rough home life doesn't even start to describe his upbringing. One parent in jail and the other in and out of sobriety, it's not surprising that he was hard to get to know. Despite the challenge, staff have persevered and over the past year this kid has completely transformed. Michael just needed to know that we could be trusted. His shell has started to crack and inside is a bright, caring, and committed young man. Michael still has challenges, but he is better equipped to meet them. He is far more likely to bend than to break.

## Meet Tomas Age 14

Tomas has grown up with MPTC. He has been coming in here since he was old enough to. He has encountered a number of challenges in his young life. Exposure to domestic violence, unstable home life, these are pretty regular occurrences. Not surprisingly, his behavior has been really up and down. MPTC offers Tomas consistency. Here he knows the expectations, he understands the rules, and he knows he will be kept safe. Over the last year, Tomas has matured. The kid who used to take bites out of snacks and stick them back in the container has turned into a responsible young man. This year, Tomas started high school. It is hard to believe that he is now a 9th grader. He has an excitement to learn and he loves coming in to tell us about his day. He still has challenges, but it has been really gratifying to experience his growth.

## Meet Jennifer Age 12

Jennifer is new to MPTC, but she has quickly become a great member of the MPTC family. She is kind, helpful, and a good role model for her peer group. She is always willing to chip in and participates in group activities. Jennifer's favorite movie is Mary Poppins and she loves rap music. Jennifer comes to the center with her younger brother, Tyler. She is a great sister and the two often hang out together. When she gets involved in an activity that Tyler is not really interested in she always makes sure that he is involved in something and feels comfortable.

## Meet Todd Age 13

Todd was desperate for some independence but his mom was a little nervous. Todd's dad died a few years ago and understandably his mom was a little over-protective. Todd had friends who came to the center and had begged his mom to let him come after school. She called the center that this was a safe and caring place for Todd to be. His mom had made it very clear to both him and us that he was supposed to stay here at MPTC unless he had her permission to leave. Well, Todd was overwhelmed with his new found freedom, and one day, when Todd wasn't thinking so clearly, he left the center without permission. Staff immediately contacted his mom and he was quickly located! She was mad! But, she was relieved to know that MPTC respected her rules and contacted her immediately. Todd, his mom, and our staff were able to work through this momentary lapse in Todd's judgment and he has been joining us after school ever since. Knowing that your kid is somewhere that is dedicated to keeping him safe is invaluable.

## Meet Anne Age 14

Anne is homeschooled. MPTC offers her a place where she can interact on a social level with her peer group and participate in activities. Anne is a force. She is funny, spunky, and outgoing. As a homeschooled student, Anne spends a lot of time with her parents, adults, and by herself. MPTC offers her a place to connect with other kids her own age and develop some of the very important social skills that kids often develop through school.

## Meet Lea Age 11

Lea has been coming to us since she was 10. When we first met Lea she was a quiet, shy girl. Lea decided to join our hip-hop dance team. As the year progressed we saw Lea's confidence grow. Lea had never done anything like dance before. The night of the recital she was nervous, but when the curtain lifted, this quiet girl danced her heart out and she loved it! Lea is looking forward to dance beginning again this year.

## Meet Fissehn Age 14

Fissehn is an awkward kid. Heavy set, socially aloof, he is a bit of a loner at times. When he does hook up with friends he can be stoner towards kids who are likely to get him in trouble. When Fissehn first came into MPTC we were not sure what to expect. He seemed a little shy, but he came in with a group we know can be challenging. At MPTC, however, we do not judge a book by its cover. In Fissehn's case, it was a good thing, because we would have been very wrong. Fissehn is a great kid. Funny, loyal, a good friend. He seeks out those who are all by themselves and invites them to participate in activities. He is a role model for other kids. As it would turn out, Fissehn just needed someone to open the book and read a few passages to learn what he was all about.



There are many ways to brighten the faces at MPTC.

### A Place Where Kids Find Hope.

500 kids, 9,100 meals. My Place Teen Center is a year round, free out of school time program for all youth, from any locale, ages 10-18. Specializing in instilling grit, and alleviating hunger and trauma, MPTC offers a multi-purpose, academically enriching, life skills enhancing, hunger relieving, positive youth development program that has been the focal point of greater Portland's teen activities since its inception in 1998.

### Donate Today.

Your support will help ensure we're here for every kid who needs us. Questions? Please email Donna Dwyer at [donna@myplacecenter.org](mailto:donna@myplacecenter.org) — or make a donation online. Make a tangible difference in the life of a teen.

[www.MyPlaceTeenCenter.org/donate](http://www.MyPlaceTeenCenter.org/donate)

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Check out the magic behind our red doors!

There are over 500 reasons to support My Place Teen Center.

And here are some of their stories.

755 Main Street  
Westbrook, Maine 04092  
207 854 2800  
www.MyPlaceTeenCenter.org

*WCSN 6 Who Care Agency of Distinction  
United Way Partner Agency  
Tom's of Maine 50 States for Good Award  
Maine's Nonprofit Business Leader of the Year  
Maine Children's Alliance Giraffe Award  
To Beach to Beach Charitable Reelplant*



### Meet Aisha

Age 12

Aisha is everything a 12-year old should be — smart, funny, full of energy. Everyone who meets Aisha sees these qualities right away. Often everyone, except Aisha. If you told her a compliment she would shrug and disagree. Her home life is rocky and she has experienced things that kids just shouldn't have to experience. MPTC offers Aisha stability. Aisha knows that she can come here and just be herself. She can hang out with her friends, she can talk with staff, she can mess up and know that we are going to love her anyway. So she comes, every day, and every day we have seen her self-confidence grow a little bit more. Now when you compliment Aisha, she will smile back, give you thanks, and throw in, "I know."

### Meet Alli

Age 12

Last year Alli moved from Westbrook to Standish, but she has been able to continue to attend Westbrook Middle School. Alli is an involved student. She does well in classes, is part of the honors chorus, and participates in talent shows and similar activities, but she has a very hard time with change. Staying in Westbrook Schools allows Alli to continue to be successful. Without MPTC, this would not be possible. MPTC provides a safe, fun, and free place for Alli to hang out with her friends and have dinner after school while her mom is at work. Without MPTC she would have no place to go after-school and would have to switch to another district.

### Meet Mark

Age 14

Mark lives in Westbrook with his parents. He is a freshman and plays freshman football for Westbrook High School. He loves rap music and action movies. Mark is full of energy and always has a smile on his face. Mark is the kind of kid who can easily get himself in trouble. He spends a lot of time away from his house. He likes to come to the teen center because it is fun place to hang out. MPTC is more than a fun place. If Mark were not here, he would be hanging out on the streets, in the park, unsupervised. MPTC gives Mark a safe place to be, where caring and loving adults are there to model and guide for him, and they have a lot of fun.

### Meet Soladad

Age 12

Soladad is in 7th grade at Westbrook Middle School. Soladad comes to MPTC almost every day after school. Soladad has a pretty big family and she and her sister do not always get along. She loves coming to the teen center because it gives her something to do after school. At MPTC she can hang out with her friends, listen to music, and play games, do the things that kids her age should be doing. If she were not coming to MPTC, Soladad would be home and she and her sister would be fighting. MPTC gives Soladad a safe place to hang out without all the conflict and drama.

### Meet Zoe

Age 12

Zoe's parents live apart. She lives here in Westbrook with dad during the school year and visits with her mom in Florida over her summer break. Zoe was away all summer but came by MPTC her first day back. Zoe says she likes coming to the teen center because this is a place she can truly be herself. She can sing and dance with her friends and it's ok.

### Meet Liam

Age 15

Liam is one of those kids you know is here as soon as he enters the building. He is loud. His voice bellows at its lowest octave. Every step he takes sounds like the step of an elephant. His words often border on inappropriate and his body is often bounding into someone else's space. But to define Liam by these characteristics would be a mistake. Liam has a heart of gold. It just took a little digging to unearth it. He is fiercely loyal and has made good friends here at the center. Additionally, he has really connected with staff. He has learned to trust us and over the past year he has shown tremendous growth with both his social skills and his behavior. We are so proud of his growth and can't wait to see what the next year brings.

### Meet Elizabeth

Age 14

Elizabeth has been coming to MPTC for a long time. Elizabeth loves music especially One Direction. She might be one of their biggest fans! Elizabeth has struggled over the past year with a variety of personal issues and has retreated in a big way from social life. She has retreated into the internet and spends a great deal of her time interacting with virtual "friends" often to the expense of the people who love her sitting right next to her. MPTC helps keep Elizabeth grounded. While it is a struggle to unplug her from her iPod, here Elizabeth interacts with friends, with staff, and with peers making real connections with people in her community. She is able to be herself in a place free from judgment.

### Meet Dominic

Age 15

Dominic is a work in progress. He is a kid who has had a tremendous amount of upheaval in his young life. Substance abuse, domestic violence, significant loss. This upheaval has had its impact. Dominic regularly runs away from home. Couch surfing is preferable to sleeping in his own bed. Sleeping on a friend's couch feels safer than sleeping at home. Dominic struggles with responsibility. He is in and out of school, in and out of trouble. At MPTC Dominic finds something he does not find at home. Consistency, stability, meals, comfort, love. Dominic is a work in progress but at MPTC, we keep working because he matters.



# City of Biddeford, Maine

Alan M. Casavant  
Mayor

September 22, 2021

York County Commissioners:

I have been Mayor of Biddeford for the past ten years, and during this time, I have been concerned about our local teen population. In the city, there are existing excellent programs, some of which are school related and involve such things as athletics and music, but far too many of our youth still fall between the cracks. Over the years, there have been numerous conversations (extending back to previous mayors), and all have wrestled with the problem of established strong programs that meet the needs of our teenagers. Dialogues were established with the YMCA, the Boys and Girls Club, and even private entities, but, for various reasons, none of those options proved practical.

Biddeford does possess a superb Recreation Director, Carl Walsh, and has an exceptional staff. Despite limited funding, they have consistently been able to create solid programs for all age demographics, but, unfortunately, city programming too often misses those who need mentoring and programming the most.

Several years ago, I was invited to visit My Place Teen Center, in Westbrook, by Donna Dwyer and her staff, and I was completely blown away by what I saw. A few years ago, I, along with other individuals who are engaged with youth, visited once again, and the impact on me was identical. Everything that I saw and heard convinced me that such a program was needed in Biddeford. Those who attended with me, including city councilors, were similarly impressed. The role modeling, mentoring, programming, food offerings, creative energy, and the colorful, safe space were immediate attractions to us all. Donna provided a thorough overview of what she and her staff achieve on a daily basis, and I firmly believe that what I saw can be replicated in Biddeford. Westbrook and Biddeford are very similar in history, economics, and culture, and I believe, as do those councilors who have visited the facility, that the philosophy and programming of My Place would have an immediate, positive effect on our teens.

I believe that the following bits of data paint an urgent picture of the needs of Biddeford's youth:

-45% is the average FRL number for JFK + BPS; BPS is 48%. However, in the past, these numbers were in the range of 60%, but free universal nutrition since COVID skewed the numbers that reflected actual poverty.

205 Main Street • P.O. Box 586 • Biddeford, Maine 04005 • (207) 286-9385  
acasavant@biddefordmaine.org

-51.4% of children under six live in single family homes

-because of market conditions, reduced housing stock, the purchase and repurposing of rental units in Biddeford, and the Supreme Court decision on the Biden executive COVID order regarding evictions, youth homelessness has exploded. Numbers change wildly daily, but as of this date, there are over 50 families that are homeless in the Biddeford school system. It is the expectation that these numbers will increase as the winter rental marketplace heats up.

-it is estimated that as many as half of Biddeford students are un-engaged after school, though the school department offers 27 after-school sports and clubs for students. Because of the pandemic, we are seeing less student participation that we did in the Fall of 2019.

-students who do not engage in after-school activities

Are 14% more likely to be absent from school

Are 20% more likely to cut class

Are 3X less likely to have a GPA of 3.0 or higher

Are half as likely to earn a bachelor's degree in six years after graduation.

My fear, and the fear of councilors, is that there are too many teens in my city who have no supervision after school, as parents are working, or, sadly, "not engaged." I have had many conversations with Superintendent Jeremy Ray about the need to establish more school programming for our students, so that we do not "lose" them during those after school hours. We need additional programming during summers, when lack of supervision poses ever greater risks and problems, too often leading to bad choices. Jeremy and his staff are in full agreement that more engagement and opportunities for kids lead to their achieving of their full potential.

We are hoping that the old St. Andre's Church building, on 75 Bacon Street, in the urban core, can be a solution for our problems and the future home for My Place Teen Center. It is central to many attractions and opportunities and is in the backyard of some of our most needy students, including those who are immigrants. The opening of MPTC in the upcoming year would provide the stability and mentoring of our teens, as they need someone who can believe in their dreams and hopes.

I am thrilled at the prospect of Donna and her staff coming to Biddeford. It is another piece in the puzzle of the city's Renaissance. I hope that you will be able to assist in making this dream come true.

Sincerely,



Alan Casavant

Mayor



My name is Eldud and I'm 13 years old.  
I come to the Teen Center almost everyday  
after school because sometimes if I have  
homework I know that I'll get help from the  
Teen center. The Teen center help me how to be a  
good kid, how to be in a communities, how to respect  
adult and other people,  
I Love MPFC.

Home is where the heart is. Our home, in a renovated church on Main Street in Westbrook, and a new one in a former church in Biddeford, is where we nurture, inspire, and safeguard at-risk teens, many of whom have nowhere else to go. With steely resolve, and a passion for grit and accountability, we keep kids safe, fed, loved, and shown a different path. Join us as we change lives.



*Check out the magic behind our red doors!*

For more information, please contact:

Donna Dwyer, president/CEO

[donna@myplaceteencenter.org](mailto:donna@myplaceteencenter.org)

TEL 207-854-2800 • FAX (207) 856.2109

[www.myplaceteencenter.org](http://www.myplaceteencenter.org)

# 75 Bacon Street Upper Level White Box for MPTC

## BUDGET

### Sources and Uses Summary

Sources	Budget	
Donated value of Building-soft costs	\$ 143,000	5.1%
SMAH pre-development costs	\$ 10,000	0.4%
ARP Funds	\$ 1,500,000	54.0%
Steeple, brownfield, other grants	\$ 75,000	2.7%
Donations	\$ 400,000	14.4%
In kind labor & donated materials	\$ 650,000	23.4%
<b>Uses</b>	<b>\$ 2,778,000</b>	
Building Acquisition	\$ 143,000	
Building Construction	\$ 2,090,000	
Furniture, Fixtures & Equipment	\$ 425,000	
(MPTC's direct allocation from ARPA funds)		
Closing / Soft Costs	\$ 20,000	
Permanent Loan Fees and Closing	\$ -	
Construction Period Carrying	\$ -	
Leasing Reserve (for future commissions and TI)	\$ -	
Vacancy Reserve (for unexpected vacancies)	\$ -	
Prefunded Replacement Reserve	\$ 100,000	
	<b>\$ 2,778,000</b>	

### Notes:

- Construction estimates compiled by SMAH
- Budget is anticipated to cover cost to upgrade to meet all current codes and make exterior sound and weather proof. Also all mechanical systems operational. White box ready for occupancy



**SOUTHERN MAINE  
AFFORDABLE HOUSING**

### Development Budget

Building Acquisition			Notes
Purchase Price	\$ 130,000		
Closing / Legal Fees (Estimated)	\$ 8,000		Appraisal, Legal, Title, etc.
Furniture and Fixtures	\$ -		
Environmental Services	\$ 5,000		completed
Title Examination	\$ -		
Flood Insurance Cert	\$ -		
Phase 1	\$ -		completed
Demo Survey	\$ -		
Signage	\$ -		
Wire Fees	\$ -		
<b>Total Acquisition</b>	<b>\$ 143,000</b>		
<b>Building Construction</b>			
- White Box for upper level			
Design professionals	\$ 75,000		
Roof repair; steeple	\$ 85,000		
Flooring	\$ 110,000		
Heating-Ventilation System	\$ 140,000		
Windows & doors	\$ 110,000		interior storm windows + donated windows
interior improvements	\$ 350,000		paint, repairs; carpentry
Plumbing	\$ 155,000		new bathrooms - upper level
Security; electrical upgrades	\$ 140,000		
Furniture and fixtures	\$ 425,000		
Environmental	\$ 200,000		
Sprinkler updates	\$ 190,000		new system
Fire Alarm	\$ 90,000		add smoke detection in lower level
Additional materials and labor	\$ 465,000		
<b>Total Construction</b>	<b>\$ 2,535,000</b>		
<b>Prefunded Replacement Reserve</b>	<b>\$ 100,000</b>		
<b>Total Development Costs</b>	<b>\$ 2,778,000</b>		