



CITY OF BANGOR

## AGENDA

### **Business & Economic Development Committee**

Monday, July 6, 2026

73 Harlow Street – Council Chambers

Bangor, Maine

Immediately following Finance Committee

1. **Proposed Lease with Bangor International Airport**
  - A. **Varney Aviation**  
*Action request: Send recommendation to full Council*
  
2. **Economic Development Initiatives**
  - A. **Venture Forward with the Roux Institute**
  - B. **AI Hub Partner**  
*Action request: Provide staff comments or feedback*
  
3. **Executive Session: Acquisition of real property or economic development 1 M.R.S.A. § 405(6)(C) – 2 items**
  
4. **Possible Actions on Executive Session Items**  
*Action request: Forward to Council*

#### ***Upcoming Items:***

*Long Term Rental Program Discussion – July 2026*

*Presentation from UMO Economic Development Interns – July 2026*

*Short Term Rental Overview – August 2026*

*Code Division Overview of Procedures and Protocols – August 2026*

*Feasibility Study Work on City-Owned Properties – August 2026*



## Memorandum

To: Business & Economic Development Committee  
From: Jose F. Saavedra, Airport Director  
CC: Anne Krieg, Director of Community & Economic Development

Re: Varney Aviation, LLC – Hangar Lease Renewal

Date: June 30, 2026

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Varney Aviation, LLC, a long-standing tenant at Bangor International Airport (BGR), is nearing the expiration of its current lease for Building #457 (Old Repair Station) and has requested to renew its tenancy. Airport staff have negotiated a new lease that will allow the tenant to continue occupying the facility for aircraft storage and related aviation activities.

The proposed lease maintains substantially the same terms and conditions as the current agreement while incorporating updated standard lease language and current Airport lease provisions. The agreement also updates the annual rental adjustment methodology to the greater of the annual Consumer Price Index (CPI-U) or 3.5%, consistent with the Airport's current leasing practices.

The proposed lease provides for an initial five-year term commencing May 1, 2026, at a monthly rental rate of \$2,523.53, with the opportunity for the parties to negotiate up to two additional one-year renewal terms, provided the tenant remains in good standing.

Airport staff recommend approval of the proposed lease by the Business & Economic Development Committee and subsequent approval by the City Council.

## LEASE

THIS LEASE, is executed this \_\_\_1st\_\_\_ day of May, 2026, by and between:

CITY OF BANGOR, a municipal corporation organized and existing under and by virtue of the laws of the State of Maine, and having its principal offices at 73 Harlow Street, Bangor, Maine (hereinafter referred to as "**Lessor**")

AND

Varney Aviation, LLC, a limited liability company organized and existing under the laws of the State of Maine (hereinafter referred to as "**Lessee**").

WITNESSETH:

WHEREAS, Lessor is the owner of an airport commonly known as "Bangor International Airport" located in the City of Bangor, County of Penobscot, State of Maine (hereinafter referred to as the "**Airport**"); and

WHEREAS, Lessee's wishes to lease Building #457 (also known as the Old Repair Station) for the purpose of parking an aircraft owned or operated by Lessee and the storage of parts and materials for use in the operation of said aircraft.

NOW, THEREFORE, the parties do mutually agree as follows:

### ARTICLE 1. PREMISES

The Lessor, for and in consideration of the rents to be paid and the obligations to be performed by Lessee as hereinafter provided, does demise and lease to Lessee, and the Lessee does hereby take and hire, upon and subject to the terms and conditions provided for herein the following described Premises in its present physical condition and in an as is, where is condition:

Building # 457 (also known as the Old Repair Station), consisting of a hangar of approximately 6,018 square feet in area and the parking area immediately adjacent and behind the building

all as shown on the plan attached hereto as Exhibits B and C and incorporated by reference (the "**Premises**").

### ARTICLE 2. TERM

**A.** This Lease shall be effective for a five year "**Term**" commencing on May 1, 2026 ("**Commencement Date**") and terminating on the five-year anniversary of the Commencement Date ("**Termination Date**") unless terminated prior to the Termination Date or extended pursuant this Agreement or law.

**B.** Provided that the Lessee is not in default of the terms and conditions of this Lease, the Parties may negotiate to renew the Lease two (2) times for a period of one (1) year each.

### **ARTICLE 3. COMPUTATION OF RENT**

- A.** The “**Rent**” to be paid in advance by Lessee to Lessor during the initial term of this agreement shall be TWO THOUSAND, FIVE HOUNDRED, TWENTY THREE DOLLARS AND FIFTY THREE CENTS (\$2,523.53) per month due on the first day of each and every month.
- B.** The Rent will be increased each year on the anniversary of the commencement of this lease by a percentage equal to the percentage increase in the Consumer Price Index (CPI-U) or 3.5%, whichever is greater.
- C.** The term “**Consumer Price Index**” is the annual unadjusted Consumer Price Index for All Urban Consumers (“**CPI-U**”) published by the United States Department of Labor, Bureau of Labor Statistics. In the event that the CPI-U index should cease to be published during the term of this lease, the rental adjustment for the option period shall be calculated as stated above by reference to the annual percentage change in any substitute index published by the U.S. Department of Labor or other reliable source which authoritatively represents the annual change in urban consumer prices in the United States over the preceding calendar year.
- D.** Lessee shall pay all Rent herein required, without prior demand therefor, in lawful money of the United States, at the address of the Lessor as set forth herein or at such other reasonable places as the Lessor may designate.
- E.** In addition to Rent, Lessee shall pay all fees or charges required to obtain security badges, parking approvals, or other permits or permissions required to access and/or operate at the Airport as required by Lessor’s generally applicable rules, regulations, and policies.

### **ARTICLE 4. USE, OCCUPANCY AND ALTERATIONS TO PREMISES**

- A.** Lessee shall have the right to use, occupy, and maintain the Premises in a reasonably businesslike, careful, clean, and reasonably safe manner for the purposes of parking an aircraft owned or operated by Lessee, the storage of parts and materials for use in the operation of said aircraft, and for no other purposes whatsoever without the prior written consent of the Lessor whose consent shall not be unreasonably withheld. Lessee shall have the right to park aircraft outside of the Premises, on the parking area directly outside of the hangar, at no cost, providing no other aircraft occupies the leased space. Lessor reserves the right to charge parking fees for additional aircraft housed outside of the hangar when another aircraft occupies the leased space.
- B.** Lessee may wash aircraft within the confines of the Premises provided no pressurized ‘power washing’ system is used and drainage takes place via the installed floor drains. No liquids other than water or water with soap residue shall be directed into the floor drains. Lessee hereby agrees to reimburse the Bangor International Airport for any fines levied against it as the result of Lessee’s use of the floor drains.
- C.** Lessee shall not use, occupy or maintain said premises in any manner that violates or would cause the City to violate any municipal, state, or federal law or regulation, and, in particular, regulations of the Federal Aviation Administration relating to the operation of Bangor International Airport as a public airport.

**D.** Lessee shall make a good faith effort to inform its employees and visitors of the rules and regulations of the Bangor International Airport and shall cooperate in every way with the Airport Manager to ensure that such rules and regulations are obeyed.

**E.** Lessee shall have the right to make alterations and improvements to the premises as it may choose, subject to the prior written approval of the Airport Manager, which shall not be unreasonably withheld, and provided that such alterations, additions and improvements do not weaken the structural integrity of the building, nor decrease its functional quality, appearance, or value, and further provided that any such work shall be done entirely at the Lessee's own expense and will include returning disrupted surfaces to a serviceable and attractive condition. Lessor shall provide all plans for such alterations and improvements to the Airport Manager no later than thirty (30) days prior to commencement of the work.

**F.** Lessee shall have the right to erect signs on the Premises subject to the prior written approval of the Airport Manager and provided that such signs comply with the City's Sign Ordinance, Airport rules and regulations or other applicable policies, and applicable FAA Regulations.

**G.** Lessor, through its agents, shall have at all reasonable times the right, upon reasonable notification to the Lessee, to go on or in, and inspect the premises with an authorized representative of the Lessee, and the right of access to utility and other building systems located on the Premises for the purposes of maintenance, repair, correction, or inspection. For purposes of this paragraph, "reasonable notification" shall include any actual notification to the Lessee or its agent not less than one business day prior to the date of inspection. "Reasonable times" shall mean any time during Lessee's regular business hours, or during normal weekday business hours if Lessee shall cease operations or shall maintain other than normal business hours. Lessor reserves the right to affect emergency repairs to any utility systems located on the demised premises at any time, without prior notice or with such notice as is reasonable given the nature of the emergency concerned, and to have access for this purpose.

**H.** Lessee's employees, contractors, and consultants shall park in a location designated by the Airport and Lessee shall pay the applicable parking rates or fees. Lessee may obtain approval for ramp access for up to two (2) vehicles from the Airport. Said vehicles must display the issued decals at all times when used within the Airport's secured area and may not be operated outside the immediately vicinity of Building # 457. Said vehicles must also be operated or be under the control of a person authorized by the Airport to operate Airport access gates. Said vehicles' access shall be limited to Gate 11.

**I.** Welding equipment, pressurized air systems, painting equipment, flammable liquids in containers larger than one (1) liter each or five (5) liters aggregate, any equipment or appliances designated to operate with an open flame, and any other items that pose any fire danger are prohibited from being stored in the leased Premises without prior written approved by Airport management.

**J.** Any and all electrical power or heating equipment used in the leased Premises must be UL approved.

K. Lessor shall be responsible for the removal of snow from within the Airport's security fence and within five (5) feet of the leased Premises and for the sanding of iced apron areas within five (5) feet in front of the leased Premises. Lessor is responsible for snow removal and sanding for the vehicle parking area. Lessee is responsible for snow removal from areas within the first five (5) from the leased Premises.

L. Lessee shall comply with all terms and conditions included as Exhibit A.

#### **ARTICLE 5. HAZARDOUS MATERIALS AND WASTE**

A. Lessee hereby covenants and agrees that it shall not, during the term of this lease, including any extension or renewal hereof, permanently place, cause to be placed, deposit or discharge any hazardous waste upon the demised premises, or upon any other portion of the Airport, and further expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, of whatever kind or nature, incurred by the Lessor in detecting, evaluating, removing, treating, disposing of or otherwise responding to any hazardous waste placed or deposited in violation of this paragraph.

B. **"Hazardous Waste"** means every substance now or hereafter designated as a hazardous waste under any provision of State or Federal law.

C. Lessee hereby covenants and agrees that it shall not, during the term of this lease, including any extension or renewal hereof, violate any local, state, or Federal regulation, ordinance or statute pertaining to hazardous waste or hazardous material.

D. Lessor expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, of whatever kind or nature, incurred by the Lessor for any such violation. Such costs shall include, without limitation, Lessor's costs of defending any suit filed by any person, entity, agency, or governmental authority; paying any fines imposed in connection with such suit; paying any judgments or otherwise settling any damage claims; complying with any order by a court of competent jurisdiction directing the Lessor to take remedial action with respect to such waste; and of all associated attorney's fees and costs.

E. Lessor hereby holds Lessee harmless from any and all hazardous waste, or hazardous waste conditions existing prior to the execution of this agreement. Any and all hazardous waste or hazardous waste conditions must be determined to be the act of, or be caused by the Lessee to become the Lessee's responsibility.

F. Lessee's obligations under this Article shall survive the expiration or termination of this Lease.

#### **ARTICLE 6. LIABILITY AND PROPERTY DAMAGE INSURANCE**

A. The Lessee during the entire term of this Agreement, including any extension thereof, shall maintain, at its sole expense, insurance of the following types with companies authorized to do business in the State of Maine:

Comprehensive General Liability (Public Liability)

\$1,000,000.00 each occurrence

\$2,000,000.00 aggregate

Automotive Liability Insurance

\$1,000,000 per vehicle

Worker's Compensation Insurance

Statutory

- B.** Lessor shall not be required to provide insurance coverage and shall have no responsibility for any property owned by the Lessee or third parties which may be located on or in the Premises.
- C.** Lessee shall provide a waiver of any rights of subrogation which Lessee may have against Lessor, its agents, or its employees.
- D.** Lessee shall cause to be furnished to the Lessor, at the time of execution of this lease, evidence in the form of certificates of insurance of the existence and continuance in force of the insurance required hereunder. Said certificates shall name
- E.** Lessor as an additional insured and loss payee. Lessee shall cause to be furnished to the Lessor replacement certificates of insurance whenever the insurance policies are renewed. Lessor shall be notified of any changes or discontinuances of coverage.
- F.** The minimum insurance coverage required under this Article shall be deemed to be automatically adjusted whenever the Maine State Legislature shall increase the Lessor's maximum liability for personal injury or property damage claims brought under the Maine Tort Claims Act. In the event of such an increase, the minimum insurance coverage required shall be no less than the Lessor's maximum liability for such claims under the Maine Tort Claims Act.

**ARTICLE 7. INDEMNITY**

- A.** General Indemnification. Lessee shall defend, indemnify, and hold completely harmless Lessor and its inhabitants, officers, employees, and agents from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to this agreement and/or the use, occupancy, conduct, or management of the leased premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees, or invitees, except to the extent such injury, death, or damage is caused by the negligence of the Lessor. The Lessee shall give to Lessor reasonable notice of any such claims or actions. The Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations under this Article.
- B.** Lessee's obligations under this paragraph shall survive expiration or termination of this Agreement.
- C.** Lessee's Waiver of Workers' Compensation Immunity - The Lessee hereby expressly agrees that it will defend, indemnify, and hold the City of Bangor, its inhabitants, officers, employees, and agents completely harmless from any and all claims made or asserted by the Lessee's agents, servants, or employees arising out of the Lessee's activities under this Lease. For this purpose, the Lessee hereby expressly waives any

and all immunity it may have under the Maine Workers Compensation Act in regard to such claims made or asserted by the Lessee's agents, servants or employees. The indemnification provided under this paragraph shall extend to and include any and all costs incurred by the City of Bangor to answer, investigate, defend, and settle all such claims, including but not limited to the City of Bangor's costs for attorneys' fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of the Lessee's agents, servants, or employees against the City of Bangor in regard to claims made or asserted by such agents, servants, or employees.

## **ARTICLE 8. DAMAGE BY FIRE OR OTHER CASUALTY**

Lessor is not required to insure the Premises and any of Lessee's personal property or fixtures against loss by fire and the extended coverages usual in such insurance. In the event of destruction or damage of buildings owned by Lessor on the demised premises, or to any part thereof, and as often as the improvements shall be damaged by fire or other casualty, Lessor shall have the right, but not the obligation, to rebuild and repair the building for occupancy. If Lessor elects not to rebuild and repair, it shall so notify Lessee within thirty (30) days or more expeditiously if possible of its decision. In the event the damages are of such extent as to reasonably prevent Lessee from operating within the demised premises, then Lessee shall have the right to terminate this Lease and shall notify Lessor within the aforementioned time period, and Lessee's obligation to pay rent as herein above provided shall terminate upon receipt of such notice by the Lessor and surrender of the premises by the Lessee.

## **ARTICLE 9. RULES, REGULATIONS, AND LAWS**

**A.** The Premises are located upon the property of the Lessor and commonly known as Bangor International Airport. Therefore, the Lessee shall obey and to cause all of its employees, agents, and customers to obey all municipal ordinances of the City of Bangor, and all State and Federal rules, regulations, or laws pertaining to the operation of the Airport and Lessee's use and occupancy of the Premises.

**B.** Further, it is understood and agreed that Lessor retains a right for the passage of aircraft ("aircraft" being defined as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above the property above 342.4' MSL to an infinite height together with the right to cause in all airspace above the property such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at, or taking-off from, or operating at, or on the Airport and Lessee does hereby fully waive, remise, and release any right or cause of action which it may now have or which it may have in the future against Lessor due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at, or taking-off from, or operating at, or on the Airport. The Lessee specifically agrees to make no claims in any form for damages or reimbursements against the Lessor or against the United States Government for any reason or cause resulting from noise generated from Airport uses.

**C.** Lessee will not use or permit or suffer the use of the Premises in such a manner as to create electrical or visual interference with communication between any installation

upon the Airport, or off the Airport property but associated with FAA or Airport activities, and aircraft, or as to make it difficult for flyers to distinguish between Airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to otherwise endanger the landing, taking off, or maneuvering of aircraft.

## **ARTICLE 10. TAXES**

**A.** It is covenanted and agreed that all taxes and/or assessments, fees, or charges of any kind whatsoever, as may be imposed during the term hereof, or any extension of the term of this lease, by any governmental authority upon the demised premises are the responsibility of the Lessor. It is expressly agreed that such taxes and assessments shall include all amounts levied as real estate or other property taxes upon the demised premises by the Lessor acting in its governmental capacity.

**B.** Lessee further covenants and agrees to pay when due any and all taxes and/or assessments, fees, or charges of any kind whatsoever, as may be imposed during the term hereof, or any extension of the term of this Lease, by any governmental authority on Lessee's personal property located on the demised premises.

**C.** Lessee further hereby waives any and all rights or privileges of exemption from taxation on the demised premises and on any personal property located therein arising due to public ownership of the demised premises by the City of Bangor.

**D.** Provided however, nothing herein shall be deemed to prohibit the Lessee from contesting the assessed valuation of such property in the same manner as provided by law under Title 36, Maine Revised Statutes, for other non-exempt properties and taxpayers.

## **ARTICLE 11. NONDISCRIMINATION**

Lessee for itself, its representatives, successors in interest and assigns, and as part of the consideration hereof, does hereby covenant and agree that:

(1) no person or group of persons on the grounds of race, color, age, sex, handicap, or national origin, or in any other manner prohibited by law, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the Lessee's use or occupancy of said demised premises; and

(2) in the construction of all improvements, buildings, structures, on, over, or under such land and the furnishing of services thereon, no person or group of persons on the grounds of race, color, age, sex, handicap, or national origin, or in any other manner prohibited by law, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to unlawful discrimination in the Lessee's use or occupancy of the demised premises; and

(3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the

right, after failure of Lessee to rectify such breach within thirty (30) days after receipt of notice from Lessor, to terminate this Lease. Provided, however, that Lessor shall not have the right to terminate the Lease under this Article with respect to any complaint of discrimination which is pending final resolution or adjudication before any agency or court of the State of Maine or the United States.

## **ARTICLE 12. COVENANT OF QUIET ENJOYMENT**

The Lessee, subject to the terms and provisions of this lease on payment of the rent, and observing, keeping, and performing all the terms and provisions of the lease on its part to be observed, kept, and performed, shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the demised premises during the term hereof without hindrance or rejection by the Lessor or any other persons.

## **ARTICLE 13. LIENS**

The Lessor and the Lessee agree that each will promptly discharge (either by payment or by filing of the necessary bond or otherwise any mechanics', materialmen's or other liens against the demised premises, or against any buildings, structures or improvements located thereon, which liens may arise out of any payment due for labor, services, materials, supplies, or equipment which may have been furnished to, or for the Lessor or the Lessee, respectively.

## **ARTICLE 14. MAINTENANCE AND REPAIRS**

**A.** Lessee shall, at its sole expense and cost, throughout the term hereof or any extension, keep and maintain the following in the Premises: interior doors, windows, floor and floor coverings, ceilings, interior walls, and interior paint surfaces in good order and repair, and in tenantable condition, damage by accidental fire and casualty and reasonable wear and tear, as defined in this article excepted. Lessee will also be responsible for cleaning of the Premises, rubbish removal, maintenance of overhead doors, maintenance of cranes, and snowplowing, to the extent applicable to the type of Premises.

**B.** To the extent the Premises include such elements, Lessor shall, at its sole expense and cost, throughout the Term including any extension, keep and maintain the following in the Premises: the building's major structural components: roof, structural walls, foundation, heating, plumbing, and electrical systems including heating, plumbing, and electrical fixtures, exterior doors, and exterior paint surfaces, in good order and repair, and in tenantable condition, damage by accidental fire and casualty and reasonable wear and tear, as defined in this article excepted. Lessor will also be responsible for maintenance of parking areas, grounds landscaping, capital repairs of the overhead doors and capital repairs of the cranes to the extent such elements are included in the Premises.

**C.** "**Reasonable wear and tear**" as used in this Lease shall not be construed to relieve the parties of their responsibility for providing repairs of a routine and regular nature which may from time to time be necessary within their respective areas of responsibility, nor of the obligation to provide maintenance to the demised premises of a nature and degree ordinarily sufficient to prevent damage, breakdown, failures, malfunctions or disrepairs.

## **ARTICLE 15. UTILITIES**

Lessee shall pay the cost of all utilities furnished and consumed on the Premises, including electricity, gas, fuel oil, water, sanitary sewer and stormwater user fees. Lessee accepts all utility fixtures as they now exist.

## **ARTICLE 16. REMOVAL OF PROPERTY**

**A.** Ownership of permanent improvements to the Premises, which may from time to time be made by Lessee that are affixed to the property and are an integral part of the operating systems of the structure as opposed to movable personal property, shall automatically vest in the Lessor as a consideration of the Lease.

**B.** Any movable personal property that may be located, erected or installed on the demised premises by Lessee from time to time during the term of this Lease shall remain the property of the Lessee, and, upon termination or expiration of this Lease, Lessee shall have the right to remove the same from the demised premises within thirty (30) days of said termination. Any such property not so removed within thirty (30) days from the date of termination shall become the property of the Lessor to be disposed of in such way as the Lessor may deem fit. In the event Lessee elects to remove said non-permanent improvements and other personal property, the demised premises shall be returned as near as possible to their original condition existing at the commencement of this Lease, damage by accidental fire and casualty and reasonable wear and tear excepted.

**C.** In the event Lessee shall fail to remove any non-permanent improvements or other personal property within thirty (30) days from the date of termination or final expiration of this Lease, Lessor shall be entitled to recover from the Lessee the Lessor's reasonable costs incurred in removing or disposing of such non-permanent improvements or personal property. In such event, there shall be deducted from Lessor's costs the fair value to the Lessor actually realized from sale, use or other disposition of the particular improvements or personal property concerned.

## **ARTICLE 17. SURRENDER OF POSSESSION**

Subject to the provisions contained in Article XVI, the Lessee shall, upon the termination of this Lease, surrender the quiet and peaceable possession of the Premises.

## **ARTICLE 18. UNITED STATES RIGHTS**

It is understood and agreed that title to the leased premises is in the City of Bangor, provided, however, that the leased premises are a part of Bangor International Airport and that this lease is specifically made subject to any rights the United States of America or any agency thereof may have under any regulation, law, deed, or agreement, including but not limited to grant agreements between Lessor and the United States of America. Should the United States of America or any agency thereof exercise any such rights in or to the Premises, the exercise of such right or rights shall not be considered to be a breach by the City of any covenant or obligation hereunder. If the exercise of such right or rights by the United States of America or any agency thereof makes impractical in Lessee's sole opinion Lessee's intended use of said premises, then Lessee shall have the right, at its sole option, to terminate this Lease without further obligation to the Lessor except for such

obligations as shall have been incurred and accrued prior to the exercise of said option.

## **ARTICLE 19. SECURITY**

Lessee agrees to comply and to ensure all of its contractors, subcontractors, and lower tier contractors comply, with all applicable regulations of the Code of Federal Regulations, City of Bangor ordinances, and Airport rules, regulations, and policies relating to Airport Security, including, but not limited to, Title 49, Code of Federal Regulations, Part 1542; Security Directives and other orders issued from time to time by the TSA; and Lessor's airport security program and badging requirements as in effect at the Airport from time to time. Lessor reserves the right to install security devices in or on the Premises as it deems necessary. If Lessor incurs any fines and/or penalties imposed by TSA or any other governmental authority, or any other expense in enforcing any applicable law pertaining to Airport security as a result of the acts or omissions of Lessee or any of its employees, contractors, subcontractors, or agents, Lessee agrees to pay and/or reimburse the Lessor for all such costs and expenses. Lessee further agrees to rectify at its own expense any security or other deficiency as may be determined as such by the City of Bangor, or any other applicable governmental authority. Lessor reserves the right to take any action necessary to rectify any security or other deficiency, in the event Lessee fails to remedy the security or other deficiency. Lessee is responsible for Lessor's costs and expenses should Lessee take action to rectify the deficiency.

2. Lessee shall have the right to access the Premises provided, however, that only persons issued and displaying a validly issued Airport SIDA badge, or persons escorted by a person wearing such an Airport SIDA Badge with appropriate escort privileges may access the Premises and provided further that all vehicles accessing the Premises must be driven by a person holding a validly issued security credential authorizing such person to drive a vehicle or be escorted by a vehicle driven by a person holding such a security credential to the extent required to access the Premises.

## **ARTICLE 20. TERMINATION**

It is covenanted and agreed that:

(1) If the Lessee shall neglect or fail to pay Rent or other fees or charges payable pursuant to this Lease or any rules, regulations, or policies generally applicable to Lessor or other similarly situated Airport tenants, and such default shall continue for a period of ten (10) days after written notice thereof by Lessor; or

(2) If Lessee shall neglect or fail to perform or observe any of the other covenants, terms, provisions, or conditions on its part to be performed, or observed, and such neglect or failure shall continue for a period of thirty (30) days after written notice thereof by Lessor, or if such covenants, terms, provisions, or conditions cannot be performed or observed within said thirty (30) day period, if Lessee fails to diligently prosecute the curing of such neglect or failure; or

(3) If any assignment shall be made of the property of the Lessee for the benefit of creditors; or

(4) If a receiver, guardian, conservator, or trustee in bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of the Lessee's

property by a Court of competent jurisdiction; or

THEN, IN ANY OF SAID CASES OUTLINED ABOVE (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the Lessee may be considered in default hereunder, and the Lessor lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole, and repossess the same, and expel the Lessee and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon such entry, this Lease shall terminate, and the Lessee shall be liable to pay as rent, amounts equal to the several installments of rents and other charges reserved as would have become due under this Lease if this Lease had not been terminated or if the Lessor had not entered or reentered as aforesaid.

Notwithstanding the foregoing, Lessee's liability shall not exceed the difference, if any, between the Rent, fees, and charges which would have been due had there been no such termination, and the amount being received by Lessor as Rent from any new tenant or occupant of said premises. In order to mitigate Lessee's damage hereunder, Lessor agrees to make every reasonable effort to secure subsequent tenants, at a rent that is consistent with the fair market value or other rents charged by Lessor for similar premises at the Airport.

#### **ARTICLE 21. ATTORNEYS' FEES**

**A.** The Lessee shall pay to the Lessor a reasonable attorneys' fees incurred by the Lessor in the event the Lessor employs an attorney to collect any rents due hereunder and secures a judgment in connection with collection of said rent, or legal process is levied upon the interest of the Lessee in this Lease or in said premises, or in the event Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained, provided also that Lessee shall have failed to promptly correct the violation of any term, condition, or covenant after receipt of notice that it is in violation thereof.

**B.** In the event Lessor employs its City Solicitor or an assistant solicitor to collect rents or otherwise protect Lessor's interests under this Lease, "reasonable attorneys' fees" under this Article shall mean the reasonable cost of services provided by Lessor's Solicitor or assistant solicitor, at the rate charged for similar services by private attorneys in the Bangor area.

#### **ARTICLE 22. ASSIGNMENT, SALE, AND SUBLETTING**

**A.** The Lessee shall not at any time assign, sell, convey, or transfer this Lease or any interest therein, or sublease or sublet or rent the premises, or any part thereof, without the prior written consent of the Lessor. In the event of an approved sublease, all provisions of this Lease shall extend to, bind and inure to the benefit of not only the Lessor and Lessee but also their successors and assigns.

**B.** Lessee shall have the right to assign this Lease to any corporation with which it may have become merged, consolidated, or otherwise associated, or to any corporation or holding company having the controlling interest in the Lessee, or to any corporation

which may be a subsidiary of the Lessee. In no event however, shall the Lessee named herein be relieved from any obligations under this Lease by virtue of any such assignment or subletting.

### **ARTICLE 23. AUTHORITY TO ENTER INTO AGREEMENT**

**A.** The Lessor hereby represents and warrants that it has taken all necessary procedural and legal steps as required by federal, state, and local laws and regulations for the purpose of authorizing the execution of this agreement and that execution of this agreement by the City of Bangor City Manager renders this agreement a valid and binding document on the part of the Lessor and that the same is fully enforceable in all of its terms and conditions by the Lessee.

**B.** Lessee hereby represents and warrants that it has taken all necessary procedural and legal steps as required under all state, local, and federal laws and regulations, and all necessary corporate action to authorize the execution of this agreement by its undersigned corporate officers and that upon such execution this agreement is a valid and binding document on the part of the Lessee and is fully enforceable in all of its terms and conditions by the City of Bangor.

### **ARTICLE 24. WAIVER**

Failure on the part of the Lessor to complain of any action or nonaction on the part of the Lessee no matter how long the same may continue, shall never be deemed to be a waiver by the Lessor of any of Lessor's rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Lessor, shall be construed as a waiver of any other provisions hereunder, and that a waiver at any time of any of the provisions hereof shall not be construed at a subsequent time as a waiver of the same provisions. The approval of Lessor of any action by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval of any subsequent similar act by the Lessee.

### **ARTICLE 25. NOTICE**

**A.** Notices to the Lessor provided for in this Lease shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid to:

City Manager  
City of Bangor  
City Hall  
73 Harlow Street  
Bangor, Maine 04401

with a copy to Airport Manager, Bangor International Airport, 289 Godfrey Boulevard, Bangor, Maine 04401.

**B.** Notices to Lessee, are to be sent by registered or certified mail, return receipt requested, postage prepaid, addressed to:

Tim Varney, President  
Varney Aviation, LLC  
32 Oak Street  
Bangor, ME 04401

or to such other respective addresses as the parties may designate to each other in writing from time to time.

#### **ARTICLE 26. INVALIDITY OF PARTICULAR PROVISIONS**

If any term or provisions of this Lease or the application thereof to any person or circumstances is hereafter determined to be to any extent invalid or unenforceable, the remainder of this Lease or the application of such terms and provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and such term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

#### **ARTICLE 27. CONSTRUCTION**

The headings appearing in the Lease are intended for convenience and reference only, and not to be considered in construing this Lease.

#### **ARTICLE 28. NO PARTNERSHIP OR JOINT VENTURE CREATED**

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein nor any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

#### **ARTICLE 29. GOVERNING LAW**

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine, as the same may from time to time exist.

#### **ARTICLE 30. MEMORANDUM OF LEASE**

The parties agree not to record this lease; however, upon request of either, the other shall prepare and execute a Memorandum of Lease in a form suitable for recording at the Penobscot Maine Registry of Deeds, as evidence of Lessee's interest in the premises demised herein.

#### **ARTICLE 31. AMENDMENT TO LEASE**

This Lease contains all the terms and conditions between the parties hereto and no alteration, amendment, or addition hereto shall be valid unless in writing and signed by both parties hereto.

## **EXHIBIT A**

### **REQUIRED FEDERAL PROVISIONS**

Compliance with Nondiscrimination Provisions. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest (referred to in this Exhibit A collectively as “Lessee”) agrees as follows:

**Compliance with Regulations:** Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

**Non-discrimination:** Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Lessee of Lessee’s obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

**Information and Reports:** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to Lessee or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of Lessee’s noncompliance with the Non-discrimination provisions of this contract, Lessee will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to withholding payments to the Lessee under the Agreement until the Lessee complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

**Incorporation of Provisions:** Lessee will include the provisions of paragraphs one through six of this Exhibit B, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any contract or procurement as Lessee or the Federal Aviation Administration may direct as a means

of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Lessee may request Lessee to enter into any litigation to protect the interests of Lessee. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

- A. Real Property Acquired or Improved Under the Airport Improvement Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Lessee will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.
- C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

D. General Civil Rights Provision. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and

Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

- E. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, Lessee will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.
- F. Subcontracts. Lessee agrees that it shall insert the above provisions (Section (A) through Section (F)) in any agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

***[Remainder of page intentionally left blank]***

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written above.

**WITNESS:**

**CITY OF BANGOR**

**By**

**Its CITY MANAGER**

**LESSOR**

**WITNESS:**

**VARNEY AVIATION, LLC**

**By**

**Its PRESIDENT**

**LESSEE**



CITY OF BANGOR

Anne M Krieg, AICP - Director

## Community & Economic Development

### Memorandum

To: BED

From: Anne Krieg

Date: July 1, 2026

**Regarding: Collaboration with Roux Institute and EMDC**

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The memorandum is prepared to update the committee on a collaboration project with Eastern Maine Development Corporation (EMDC) and the Roux Institute.

The Roux Institute is a partnership with the Roux, the Harold Alfond Foundation and Northeastern University to bring a unique learning model to Maine. Committee members can read about the Roux here: <https://roux.northeastern.edu/story/our-story/>

The Roux has branched out their learning models to training entrepreneurs. The program for this model is called Venture Forward. This is a partnership with the city, and, in this case, EMDC, to commence here in Bangor in the fall of 2027. There is advance work and outreach to make this schedule work best. You can read more about Venture Forward here: <https://roux.northeastern.edu/entrepreneurship/venture-forward/>

This is a strategic investment in the city's long-term economic competitiveness. The program is designed specifically to help small businesses and entrepreneurs grow, innovate, become more resilient through a combination of training, mentorship, university expertise, and peer collaboration. Business Retention has been a concern by Councilors over the last 5 years, thus this work is in keeping with the continued goal in supporting the business community.

For Bangor, the benefits are significant:

- **Strengthens Bangor's small business ecosystem.** Small businesses are the backbone of Bangor's economy. Venture Forward helps existing businesses—not just startups—improve operations, identify new markets, adopt new technologies such as artificial intelligence, and develop practical growth strategies that can lead to increased sales and job creation.
- **Brings excellent expertise to Bangor.** Through the Roux Institute, Bangor businesses gain access to faculty, business experts, mentors, researchers, and Northeastern University's innovation network—resources that would otherwise be difficult for many local businesses to access. This national attention to the Bangor business community benefits our long-term goals of marketing beyond Bangor.

- **Supports innovation without requiring businesses to relocate.** Entrepreneurs and established companies can receive advanced business coaching and innovation support while remaining in Bangor, helping retain talent and investment in the region.
- **Develops a stronger entrepreneurial culture.** The cohort model encourages business owners to learn from one another, build lasting professional relationships, and create a network of local leaders who continue collaborating long after the program ends.
- **Accelerates technology adoption.** A major component of Venture Forward is helping businesses use AI, data, and digital tools to become more productive and competitive. As technology rapidly changes nearly every industry, this gives Bangor businesses an important competitive advantage.
- **Supports business retention and expansion.** As noted by previous Council goals, economic development is about helping existing businesses succeed as much as attracting new ones. By helping local companies innovate and grow, Bangor can retain employers, create new jobs, and strengthen its tax base.
- **Builds workforce capacity.** Business owners and their employees develop new leadership, strategic planning, and technology skills that strengthen the local workforce and make the region more attractive to future employers.
- **Enhances Bangor's reputation as an innovation center.** Collaborating with the Roux Institute demonstrates that Bangor is committed to entrepreneurship, innovation, and preparing businesses for the future economy. This complements the city's ongoing investments in downtown revitalization, housing, business development, as well as other economic development ventures as the Innovation Center and the Central Kitchen.

### **Why this partnership makes sense for Bangor**

Bangor already serves as the commercial, healthcare, education, and service center for much of northern and eastern Maine. A partnership with the Roux Institute and EMDC builds on these existing strengths by giving local businesses access to cutting-edge innovation resources while reinforcing Bangor's leadership role in the regional economy.

Rather than focusing solely on recruiting new businesses, Venture Forward helps grow the companies that are already invested in Bangor—creating a stronger, more resilient economy from within. It aligns with Bangor's business retention goals, which include supporting entrepreneurs, fostering innovation, retaining talent, and ensuring the city's businesses remain competitive in an increasingly technology-driven marketplace.

The cost to the city for this program will be \$40,000, budgeted for the 2027-28 Fiscal Year. Roux understands this is conditional on and approved budget for next year.

amk

## Master Collaboration Agreement

This Master Collaboration Agreement (“Agreement”) is executed as of \_\_\_\_\_ by and between Northeastern University for The Roux Institute at Northeastern University (“Institute”), a Massachusetts nonprofit corporation with its principal place of business at 360 Huntington Ave., Boston, MA 02115, and the City of Bangor, with its principal place of business at 73 Harlow Street Bangor, ME 04401

### Background

The Institute is a learning and research institute based in Portland, Maine, founded to partner with local, national, and multinational employers to design in-demand educational curricula and shape an industry-focused research agenda, promoting talent development and use-inspired research in the critical fields of computer and information sciences, artificial intelligence, and advanced life sciences. Through collaborations with leading employers, the Institute aims to align its learning and research initiatives with the talent demands and research questions facing employers.

This Agreement defines broadly the activities to be undertaken and the respective rights and obligations of the parties with respect to such collaboration (“Collaboration”) and anticipates the execution of one or more statements of work under this Agreement to provide program- or project-specific details.

By working together, the parties will:

- Help Bangor based small businesses to scale, adopt new tools and technology, and reach new markets.
- Develop systems, toolkits, and capacity within the small business community to ensure long-term outcomes beyond the program period.
- Catalyze economic impact, mobility, and new opportunity in the state of Maine and surrounding region.

### City of Bangor Responsibilities

City will support the Institute and its mission in one or more of the following ways, as the parties mutually agree:

- Collaborate with the Institute to develop goals and objectives for learning and innovation-related programming.
- Explore opportunities for collaboration between the City, the Institute, and Northeastern University.
- Promote Venture Forward Bangor with local business leaders and small business owners.



- In agreed upon marketing activities, permit the Institute to announce and refer to the City of Bangor as a “Strategic Partner” and publicly support the Institute through co-branding or co-advocacy initiatives.

### The Roux Institute Responsibilities

To provide relevant, customized value to City, and in service of the collaboration objectives, the Institute will engage in some or all of the following activities, as the parties mutually agree:

- Collaborate with designated City leaders and experts on the goals and objectives of learning and innovation programming.
- Develop and deliver a cohort-based program designed to support Bangor-based entrepreneurs, local business leaders and small business owners in scaling their ventures, exploring new markets, and building long-term sustainability through hands-on workshops and mentorship.
- In connection with agreed upon marketing initiatives, permit City to announce and refer to its position as a “Strategic Partner” of the Institute and publicly support City through co-branding or co-advocacy initiatives.

### Agreement

In furtherance of the goals stated above, and in consideration of the covenants set forth below, the parties mutually agree as follows:

**1. Collaborative Efforts.** The parties shall engage in the activities and provide mutual consultation and support as described in the Statement of Work attached as Exhibit A to this Agreement (the “Activities”). The parties shall make their designated representatives available to consult with each other as needed or reasonably requested concerning the Activities. Subsequent Statements of Work may be appended to this Agreement from time to time as mutually agreed.

City will actively communicate to relevant parties about the Activities, consistent with the terms of this Agreement, and related opportunities available under this Agreement. The parties will engage in joint or coordinated communication and advisory efforts to prospective participants as agreed.

**2. Finances.** The parties will undertake the financial obligations and commitments with respect to the Activities as set forth in the attached Exhibit A. Neither party shall have any obligation to make any payment or reimbursement to the other party for any expenses or fees incurred in connection with the Activities except as provided in Exhibit A or as otherwise mutually agreed in writing.

**3. Term and Termination.** The term of this Agreement shall begin as of the date hereof and shall continue in effect until terminated by written agreement of the parties or until either party provides at least

ninety (90) days' written notice of termination or until otherwise terminated as provided herein. Either party may terminate this Agreement with 30 days' prior written notice if the other party breaches any material provision hereof and fails to cure such breach within the notice period.

Upon expiration or termination of this Agreement, all licenses to Marks granted herein shall terminate and each party shall stop all uses, directly or indirectly, of the other party's Marks within five (5) business days of such expiration or termination (or as soon as feasible, if more time is needed due to the medium).

**4. Relationship of the Parties.** The status of the parties shall be that of independent contractors and not that of an employee, agent, or partner of the other. Neither party shall have any power or authority to act on behalf of the other or in its name or to bind the other party, either directly or indirectly, in any manner. Each party expressly assumes all tax liabilities associated with any services it provides and any compensation it receives pursuant to this Agreement.

**5. Representations and Warranties; Disclaimers.** (a) Each party represents and warrants to the other that: (i) it has the right, power and capacity and is duly authorized and empowered to execute, deliver and perform this Agreement; (ii) this Agreement, upon execution by its duly authorized representative, will be the legal, valid and binding agreement of such party, enforceable in accordance with its terms and applicable law; (iii) its performance pursuant to this Agreement does not violate any existing agreement or obligation between such party and any third party; and (iv) it has or will have and maintain all necessary permits, licenses, approvals and other authorizations applicable to the performance of its obligations under this Agreement and each Statement of Work. Each party shall engage in the Activities in accordance with the standards of care, skill and diligence consistent with recognized and prudent industry practices, all applicable laws and regulations, the Exhibit(s) to this Agreement, and (as to the Institute) any applicable accreditation requirements.

(b) EACH PARTY MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES IT PROVIDES UNDER THIS AGREEMENT AND HEREBY DISCLAIMS (WITHOUT LIMITATION) ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**6. Confidential Information.** Each party (the "receiving party") acknowledges that in connection with this Agreement and the Activities hereunder, the other party (the "disclosing party," which for purposes of this Section 6 shall include its affiliates and their employees, agents, and contractors) may provide, and the receiving party and its affiliates and their employees, agents, and contractors, each of whom must be subject to confidentiality obligations substantially similar to those contained herein (collectively, "Representatives"), may acquire and make use of, certain confidential information of the disclosing party relating to the provision of the Activities. Such information may include, but is not limited to, this Agreement, reports, methods of operation, training materials, policies, protocols, procedures, budgeting, staffing needs, databases, marketing research, fee schedules, and other proprietary, business, financial and other information connected with or related to the disclosing party that is not generally known to the public and is marked as "Confidential" or should, by its nature, reasonably be recognized as confidential (collectively, "Confidential Information").

The receiving party and its Representatives shall not use or access the disclosing party's Confidential Information except as required in connection with the performance of its obligations hereunder, or

disclose the Confidential Information to any third party, unless the disclosing party consents in writing to such use or disclosure, or such disclosure is required by law or required to perform this Agreement. If the receiving party or any of its Representatives receives a request or demand from a third party for the disclosure of Confidential Information, the receiving party shall, if permitted, promptly provide written notice to the disclosing party of such request or demand, including a copy of any written document of such request or demand. Notwithstanding the above, the City, as a public entity, is subject to the Maine Freedom of Access Act (FOAA), and therefore some or all information provided under this Agreement may be subject to public disclosure unless an exemption applies. The City agrees to notify the Institute promptly of any FOAA request that may involve Confidential Information and, where possible, will coordinate with the Institute to assess whether any such materials may qualify for exemption as proprietary or confidential under applicable law.

To help protect sensitive business information disclosed by participants in the program, the Institute may work directly with such businesses to safeguard and segregate commercially sensitive data to the extent permitted by law.

The obligation not to disclose Confidential Information shall not apply to any information that can be shown by competent evidence: (a) is or becomes patented, published, or otherwise part of the public domain other than by the receiving party's breach of this Agreement; (b) is disclosed to the receiving party by a third party that is under no obligation of confidentiality; (c) prior to disclosure under this Agreement, was already in the possession of the receiving party; or (d) is independently developed by the receiving party without access to or use of the disclosing party's Confidential Information and without breach of any of the provisions of this Agreement.

The receiving party agrees to protect and safeguard from and against unauthorized access, use, or disclosure the Confidential Information of the disclosing party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). Each party agrees that it will be responsible for the compliance of its Representatives and its and their employees, agents, and contractors with the requirements of this Section 6.

Upon the expiration or termination of this Agreement or otherwise upon the request of the disclosing party, all Confidential Information received by the receiving party shall be promptly returned to the disclosing party or, upon request, destroyed with such destruction confirmed in writing by the receiving party in a form reasonably satisfactory to the disclosing party. Without limiting other possible remedies for the breach of these covenants relating to Confidential Information, the parties agree that injunctive or other equitable relief shall be available to enforce these covenants, such relief to be without the necessity of posting a bond, cash, or otherwise.

**7. Intellectual Property.** Each party shall retain ownership of any pre-existing intellectual property (including, without limitation, all copyrights, trademarks, service marks, coursework, presentations, databases, and other proprietary information) it provides for use in connection with the Activities. The performance by each party of the Activities pursuant to this Agreement shall not infringe any copyright, patent, trade secret, or other proprietary right held by any third party.



Neither party may use the name, trademarks, logos, copyrights or service marks (collectively, “Marks”) of the other party, or issue any public statement or press release regarding this Agreement or the Activities, without the other party’s prior written consent.

**8. Conflict of Interest.** During the term of this Agreement, each party shall use reasonable best efforts to avoid conflicts of interest, including but not limited to any situations in which financial or other personal considerations directly or significantly affect, or have the appearance of directly or significantly affecting, the professional duties of such party in its performance of this Agreement. Any potential conflicts of interest shall be promptly disclosed, and the parties shall work cooperatively to resolve such conflicts.

**9. Indemnification; Limitation of Liability.** Company hereby agrees to defend, indemnify and hold harmless the Institute and its trustees, directors, officers, employees and agents (each an “Institute Indemnified Party”) from and against any third-party claims, demands, suits, settlements, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (each a “Claim”) paid or incurred by, or asserted against, any Institute Indemnified Party, which relates to or arises out of or in connection with (i) the breach of this Agreement by Company; or (ii) the negligence or willful misconduct of Company or any of its officers, directors, trustees, employees, representatives and/or agents; except to the extent such Claim relates to or arises out of or in connection with the negligence or misconduct of, or breach of this Agreement by, the Institute.

The Institute hereby agrees to defend, indemnify and hold harmless Company and its trustees, directors, officers, employees and agents (each an “Company Indemnified Party”) from and against any third-party Claims paid or incurred by, or asserted against, any Company Indemnified Party, which relates to or arises out of or in connection with (i) the breach of this Agreement by the Institute; or (ii) the negligence or willful misconduct of the Institute or any of its officers, directors, trustees, employees, representatives and/or agents; except to the extent such Claim relates to or arises out of or in connection with the negligence or misconduct of, or breach of this Agreement by, the Company.

EXCEPT FOR THE PARTIES’ RESPECTIVE OBLIGATIONS SET FORTH IN THIS SECTION 9, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST REVENUE, LOST PROFITS, OR LOST SAVINGS OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES TO THE OTHER PARTY, HOWEVER CAUSED, IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Notices.** All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and delivered in person or sent electronically or by nationally recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid to the applicable party at its address set forth below or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Such communications shall be deemed effective on the (i) day on which delivered or sent if delivered in person or electronically (with electronic confirmation of receipt); (ii) first business day after the day on which sent, if sent by a nationally recognized overnight courier; or (iii) third business day after the day on which mailed, if sent by registered or certified mail to:

If to the Roux Institute at Northeastern University:

The Roux Institute at Northeastern University  
100 Fore Street  
Portland, ME 04101  
Attn: Chris Torina, Director of Entrepreneurship  
Contact email: [c.torina@northeastern.edu](mailto:c.torina@northeastern.edu)

If to the City of Bangor:

City of Bangor  
73 Harlow Street  
Bangor, ME 04401  
Attn: Anne Krieg, Director of Economic & Community Development.  
Contact email: [anne.krieg@bangormaine.gov](mailto:anne.krieg@bangormaine.gov)

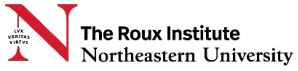
- 10. Captions; Entire Agreement; Amendments.** The caption headings are furnished for the convenience and reference of the parties and do not define, limit, extend or describe the scope of this Agreement or any provision in this Agreement. This Agreement, its Exhibits and any other documents incorporated by reference in this Agreement set forth the entire understanding between the parties regarding the subject matter hereof and supersede all prior and contemporaneous negotiations, agreements and undertakings between the parties with respect to the subject matter hereof. In the event of any inconsistency or conflict between the terms of this Agreement and any exhibit or other document incorporated by reference into this Agreement, the terms of the Agreement shall govern and control. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.
- 11. No Waiver.** Neither the failure nor delay by either party to exercise, in whole or in part, any right or remedy under the Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence. No waiver under this Agreement will be effective unless in writing and signed by the party granting the waiver.
- 12. Assignment; Binding Effect.** Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding on the successors in interest and permitted assigns of the parties. This Agreement is being entered solely for the benefit of the parties hereto and nothing in this Agreement shall confer or be interpreted as having conferred any benefit on any third party.
- 13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maine, without regard to any choice of law principle that would dictate the application of the laws of another jurisdiction.
- 14. Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.



**15. Insurance.** Each party shall carry general and professional liability, property, workers' compensation, umbrella and other insurance of a kind and in an amount generally carried by persons engaged in the same or a similar kind of business and similarly situated, which insurance shall be appropriate to cover risks presented under this Agreement, and will promptly present upon request of the other party a certificate of insurance evidencing such coverage.

**16. Survival; Severability.** The provisions of Sections 4, 5(b), 6, 7, 9, 13 and 16 shall survive any cancellation or termination of this Agreement. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, then such provision shall be deemed stricken here from and the remainder of this Agreement shall remain at all times in full force and effect and such invalid or enforceable provision shall, to the extent legally permitted, be replaced by the valid and enforceable provision that some closest to the parties' intent (if such intent can be determined) underlying the invalid or unenforceable provision.

**17. Force Majeure.** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any provision of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, but not limited to, earthquakes, fire, floods, embargoes, war, acts of war (whether war is declared or not), government orders or advisories, disease or pandemics, insurrections, riots, terrorism, civil commotions, strikes, lockouts or other labor disturbances, or acts of God; *provided, however,* that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue to perform hereunder with reasonable dispatch whenever such causes are removed.



IN WITNESS WHEREOF, the parties have executed this Master Collaboration Agreement as of the date first set forth above.

NORTHEASTERN UNIVERSITY  
*for the Roux Institute at Northeastern University*

City of Bangor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Statement of Work No. 1:  
Venture Forward Bangor: Small Businesses Innovation**

This Statement of Work (“SOW”), dated \_\_\_\_\_, is hereby made a part of the Master Collaboration Agreement by and between the City of Bangor and The Roux Institute at Northeastern University (the “Agreement”), the terms of which are incorporated in this SOW by reference. All capitalized terms used and not defined in this SOW shall have the meaning ascribed to them in the Agreement.

Northeastern University shall manage and control, and have final decision-making authority with respect to, all matters relating to course requirements and other academic issues, including curriculum, training materials, instructors, and the standards for successfully completing courses, in accordance with applicable Northeastern University academic policies, procedures, course catalogs, and related criteria.

**Custom Course Offering:** 10-12 Bangor-based businesses, with up to 2 participants per business, will take part in a series of customized, instructor-led synchronous seminars developed by the Roux Institute in collaboration with the City of Bangor in the domain of entrepreneurship and business growth strategy. The coursework will be centered on Venture Forward Bangor work projects and deliverables, allowing learning to occur consistent with business needs.

**Venture Forward Bangor Program Overview**

Venture Forward Bangor is a cohort-based program designed to support Bangor -based entrepreneurs, local business leaders and small business owners in scaling their ventures, exploring new markets, and building long-term sustainability through hands-on workshops and mentorship.

**Learning Modules and Activities**

Module	Workshop	Core Activities
1	Kick-off Event: Cohort Building & Growth Mindset	Launch the cohort, foster connections among business owners, and introduce a growth-focused framework to set the stage for scaling.
2	Leveraging AI for Business Efficiency & Growth	Learn to integrate AI tools (e.g., ChatGPT, Claude, Copilot) and prompt engineering techniques into daily operations—streamlining marketing, customer service, and strategic planning.
3	Market Expansion & Customer Discovery	Identify new market segments and conduct customer discovery to validate growth opportunities and guide product or service evolution—leveraging tools and frameworks developed at the Roux and Northeastern University at large.
4	Business Model Optimization	Refine the business model canvas to align with scaling goals—focusing on revenue streams, cost structure, and key partnerships.
5	Strengthening Value Proposition & Pitching	Sharpen your value proposition to stand out in competitive markets and practice pitching for investors, partners, and new customers.
6	Product/Service	Explore ways to improve, expand, or repackage offerings; develop a

	Innovation & Iteration	prototype or pilot concept and gather feedback to iterate.
7	Scaling Operations & Team Development	Learn best practices in scaling operations, building a high-performing team, and putting systems in place to support sustainable growth.
8	Growth Plan Presentations	Present a concrete growth strategy—including market targets, revenue goals, and operational next steps—to mentors and community stakeholders.

## University Collaboration

**Project Personnel** City Partner Lead: Anne Krieg, Executive Director, Bangor Economic Development.  
Roux Content Lead: Anna Ackerman, Entrepreneurship Program Manager

**Session Format / Time Commitment** As a part of the program, the University will deliver:

- Eight learning modules
  - 120 minutes per session
  - Live, instructor-led, virtual and in-person, and synchronous facilitation

**Dates** The University will work with the City of Bangor to identify dates/times that meet the needs of participants. The first session will begin no earlier than September 2, 2027, and the final session will conclude no later than October 21, 2027.

**Learning Outcomes** The course will focus on preparing participants to:

1. **Develop and Execute a Scalable Growth Strategy**  
Participants will leave the program with a customized, actionable growth plan tailored to their business—including identified market opportunities, revenue goals, and operational next steps.
2. **Leverage Emerging Technologies to Drive Efficiency and Innovation**  
Business owners will gain practical skills in using AI tools (e.g., ChatGPT, Claude, Copilot) to streamline operations, enhance marketing, and accelerate decision-making.
3. **Refine Business Models and Strengthen Market Positioning**  
Entrepreneurs will optimize their business model, sharpen their



value proposition, and build confidence in pitching their ventures to potential partners, customers, and funders.

**Credentials**

All participants that successfully complete the seminar will be eligible for a digital badge from Northeastern University.

All custom work hereunder will be coordinated between the designated content partners of each party. In addition to the specific Activities listed in this SOW, the custom design partners will engage in ongoing discussions and discovery related to additional potential customization projects and opportunities.

**Financial Terms**

*The entrepreneurship program offering listed above is based on discovery sessions to date with the City of Bangor*

**Total Fee**

**\$ 40,000.00**

**Implementation and Payment Terms**

Twenty-five percent (25%) of the total program fee shall be due upon execution of this Agreement. The remaining seventy-five percent (75%) shall be due within seven (7) business days after the participating cohort has been selected.

NORTHEASTERN UNIVERSITY

City of Bangor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



CITY OF BANGOR

*Anne M Krieg, AICP - Director*

## Community & Economic Development

### Memorandum

To: BED

From: Anne Krieg

Date: July 1, 2026

**Regarding: Collaboration with Roux Institute and EMDC**

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This memorandum is prepared to update the committee on another collaboration project with the Roux Institute and the University of Maine at Orono (UMO).

The University of Maine System, in partnership with the State of Maine, the Maine Community College System, the Roux Institute, Colby College, and others, is applying for a National Science Foundation grant to establish an AI Hub for Maine. Over the next three years, NSF will select a Hub in each state and U.S. territory.

This Hub is intended to bring together entities across the state that are providing, or could provide, AI awareness, training, or capacity building, making it easier for various audiences to find the resources most appropriate to them and to identify opportunities to improve services to the state.

Their target audience is state, county, and municipal governments. We are working to be the pilot site for this venture here in Bangor.

This work is in keeping with the City's Economic Development strategy, working in technical fields to enhance the business ecosystem and stay current with technology. This work is also in keeping with the City's strategy for high-paying job creation, connecting with area academic institutions, and continues to solidify Bangor's position as a regional hub.

Currently, staff time is requested to prepare a letter of support for the grant application.

amk

## Maine Coordination Hub: AIReady Maine

The Maine Coordination Hub: AI-Ready Maine will expand access to Artificial Intelligence (AI) knowledge, tools, and resources in response to the needs of, and opportunities in, Maine. Guided by the findings of the statewide, interdisciplinary Maine AI Task Force Report published in October 2025 and led by a collaborative team of AI experts from the University of Maine System, the Maine Community College System, the Davis Institute for AI (Colby College), and the Roux Institute at Northeastern University (Portland, ME), with confirmed additional participating organizations including state and local government, businesses, industry stakeholders, and others, it will serve as a statewide resource for AI learning, adoption, and implementation, reaching across sectors and into all domains of life in the state that can benefit from trustworthy AI and greater AI usage. The Coordination Hub will host a robust AI Learning and Resource Navigator, connecting individuals, educators, organizations, and businesses to the strengths of network participants. The Hub will work with state and local policymakers to implement the state AI readiness plan, as well as the plans developed within specific sectors and offices with support from the Hub. It will also serve as a reservoir of expertise and guidance for the further development and refinement of future plans.

The Hub will have a clear mandate to hold statewide convenings and coordinate new communities of practice related to AI usage, responsive to the needs articulated by Mainers and the needs identified by the Maine AI Task Force Report published in October 2025. This will include support from an AI Deployment Corps, connecting the efforts already underway by partners to businesses, communities, and individuals. The Hub will enhance these activities by conducting “Train the Trainer” sessions, incorporating best practices from contributing partners as well as national resources. Capacity building will be prioritized through active discussion by contributors to the Hub, reflecting the business, education, and social realities of life in Maine.

The Hub will work in the economic sectors critical to Maine, and include the participation of partners from within these sectors, including advanced manufacturing, agriculture, healthcare, education, and energy. Maine’s agricultural, forestry, marine, tourism, and industrial sectors will be served alongside the wealth of small businesses that contribute to Maine’s economic vitality. The integration of educational partners will include workforce training engines that respond to the needs of the state.

The Hub will serve as a connective node across the state, avoiding duplication and leveraging the activities of partners alongside federal support. The Hub will also contribute to national best-practice repositories.

Potential Hub Member Responsibilities:

### **1. Share information about resources and offerings**

- Provide and maintain an inventory of the partner's AI-related programs, training, tools, expertise, and services so they can be surfaced through the Hub's Learning & Resource Navigator.
- Notify the Hub when new programs, tools, funding opportunities, or services launch —and when existing ones change or sunset.
- Designate a primary point of contact (and an executive sponsor) for Hub coordination.

### **2. Share learnings and contribute to continuous improvement**

- Contribute lessons learned from AI training, deployment, and implementation work —including what didn't work, not just what did.
- Help refine the Hub's train-the-trainer curriculum by feeding in what's working with the partner's own audiences.

### **3. Share data on participation and outcomes**

- Report participation data —individuals trained, organizations engaged, projects completed —in agreed formats and cadences.
- Where available, contribute outcome data (efficiency gains, business results, completion rates, learner progression).

### **4. Surface needs from the field**

- Bring forward the AI-related needs, questions, and gaps the partner is hearing from its constituents, members, employees, students, or clients.
- Flag emerging sector-specific issues, policy friction points, and demand signals that warrant Hub coordination.
- Participate in the Hub's needs-assessment activities —interviews, sector roundtables, and surveys —so the statewide picture stays current.

### **5. Participate actively in Hub coordination**

- Attend periodic partner convenings and contribute to setting their agendas.
- Serve on relevant communities of practice and sector councils that match the partner's expertise.

## **6. Co-deliver programs, training, and deployment**

- Participate in train-the-trainer sessions, both as trainers and as recipients where appropriate.
- Make subject-matter experts available for Hub-coordinated activities, advisory conversations, and cohort programs.
- Co-design programming that reflects the partner's sector knowledge, and host events, cohorts, or workshops where the fit is natural.

## **7. Connect, refer, and amplify**

- Refer constituents to Hub resources when needs fall outside the partner's scope or when the partner's capacity is exceeded.
- Accept warm handoffs from the Hub and from other partners
- Cross-promote Hub programs through the partner's channels and acknowledge Hub partnership in relevant communications.