

City of Biddeford

City Council

November 16, 2021 6:00 PM Council Chambers and via Zoom

Please click the link below to join the webinar:

<https://biddeford.zoom.us/j/97746662946?pwd=Qkg2aExFdmwweS82YkpTNDByWDNDdz09>

Passcode: 324409

Or One tap mobile :

US: +13017158592,,97746662946# or +13126266799,,97746662946#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

**US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1
346 248 7799 or +1 669 900 9128**

Webinar ID: 977 4666 2946

International numbers available: <https://biddeford.zoom.us/u/aeIubDGI1q>

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
 - 3.a. Proclamation: Small Business Saturday**

Proclamation:

Small Business Saturday - November 27, 2021

[11-16-2021 Proclamation-Small Business Saturday.pdf](#)

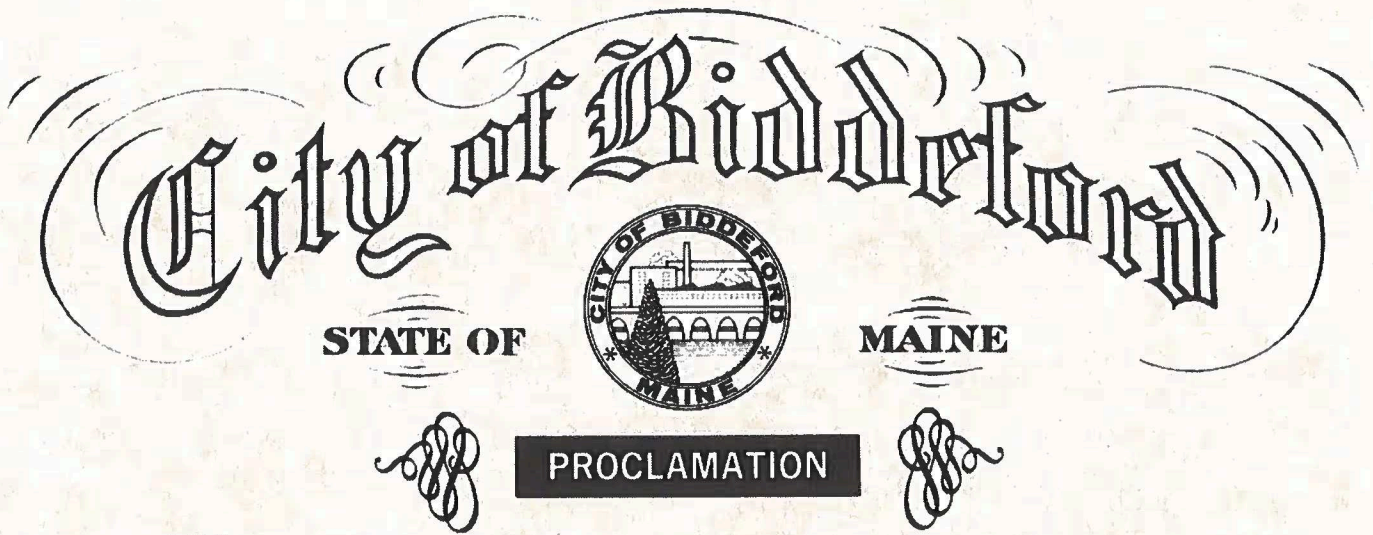
- 4. Presentation:**
 - 4.a. Update: Morin Street Soil Filters**
[11-16-2021 Morin Street Soil Filters Update-MEMO.docx](#)
[11-16-2021 Supporting Document 1 - Thatcher Brook Watershed Documentation.pdf](#)
[11-16-2021 Supporting Document 2 - Thatcher Brook Phase II Workplan Excerpts.pdf](#)
[11-16-2021 Supporting Document 3 - Morin Street Soil Filter Design Plans.pdf](#)
[11-16-2021 Supporting Document 4 - Morin Street Soil Filter Photos.pdf](#)
- 5. Game of Chance Beano/Bingo - Applications**
 - 5.a. York County Veterans Alliance**
[11-16-2021 York County Veterans-Game of Chance Application.pdf](#)
 - 5.b. Biddeford Eagles, #804**
[11-16-2021 Game of Chance - Eagles.pdf](#)
 - 5.c. AMVETS Post #1**
[11-16-2021 Game of Chance AMVETS.pdf](#)
- 6. Consideration of Minutes:**
 - 6.a. November 3, 2021 Special Council Meeting Minutes**
[11-03-2021 Special Council Meeting Minutes.docx](#)
 - 6.b. November 4, 2021 Council Meeting Minutes**

7. Orders of the Day:

- 7.a. 2021.112) Amendment/Land Development Regulations/Art. III-Official Zoning Map/Rezoning of 3 Parcels at the University of New England from Suburban Residential (SR-1) to Institutional (IN)
[11-16-2021 UNE Zone Change - ORDER.docx](#)
[11-16-2021 UNE Zone Change-Briefing Memo.pdf](#)
[11-16-2021 UNE Application Submission.pdf](#)
- 7.b. 2021.113) Endorsement/Contract Zone for 200 Graham Street, LLC/Redevelopment of 200-208 Graham Street into Residential Market Rate Apartments
[11-16-2021 200-208 Graham St CZ Endorsement-ORDER.pdf](#)
[11-16-2021 200-208 Graham St Contract Zone-MEMO.pdf](#)
[11-16-2021 200-208 Graham St CZ-Applicant Request.pdf](#)
[11-16-2021 200-208 Graham St CZ labeled perspective_.pdf](#)
[11-16-2021 200-208 Graham St CZ-Site Plan.pdf](#)
- 7.c. 2021.114) Approval/Purchase of Electric Vehicle Charging Stations/All Pro Electric of Haverhill, Massachusetts
[11-16-2021 EV Charging Station-ORDER.doc](#)
[11-16-2021 EV Charging Station - MEMO.docx](#)
[11-16-2021 EV Charging Stations - RFP.docx](#)
[11-16-2021 EV Charging Station-Proposal-All Pro Electric.pdf](#)
[11-16-2021 EV Charging Station-Proposal-Revision Energy.pdf](#)
- 7.d. 2021.115) Amendment/Ch. 58, Solid Waste/Sec. 58-7-Regulated activities and administration/Contamination of Recyclables
[11-16-2021 Solid Waste Containers Amendment - ORDER.docx](#)
[11-16-2021 Solid Waste Containers Amendment - MEMO.docx](#)
- 7.e. 2021.116) Approval/Unitil Utility Easement for 14 Pomerleau Street
[11-16-2021 Unitil Utility Easement-ORDER.docx](#)
[11-16-2021 Unitil Utility Easement for 14 Pomerleau Street-MEMO.docx](#)
[11-16-2021 Unitil Utility Easement - 14 Pomerleau St.DOCX](#)
- 7.f. 2021.117) Approval/Building Bond Management - Philip Radding
[11-16-2021 Building Bond Oversight and Coordination Agreement-ORDER.docx](#)
[11-16-2021 Building Bond Management-MEMO.docx](#)
[11-16-2021 Building Bond Mgt Proposal.pdf](#)
- 7.g. 2021.118) Authorization for Request for Proposals (RFP) for Fire EMS Program Audit
[Biddeford.FireDept.Assessment.RFQ-Final Draft.docx](#)
- 7.h. 2021.119) Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-59-Snow emergency parking ban/Update Parking Lots - Remove Sullivan Street Parking Lot
[11-16-2021 Snow Emergency Parking-Parking Lots Update-ORDER.docx](#)
[11-16-2021 Snow Emergency Parking-Parking Lots Update-MEMO.docx](#)
- 7.i. 2021.120) Discussion: Approval of River Wall Repair Funding
[11-16-2021 River Wall Funding-ORDER.docx](#)
[11-16-2021 River Wall Funding-MEMO.docx](#)

8. Appointments:

- 8.a. Richard Laverriere....Airport Commission Chair
[11-16-2021 Appt-Laverriere-Airport Comm CHAIR.docx](#)
- 8.b. William Southwick...Planning Board Chair
[11-16-2021 Appt-Southwick-Planning Brd CHAIR.docx](#)
- 8.c. Carmen Morris...Airport Commission
[11-16-2021 Appt-Morris-Airport Commission.docx](#)
[11-16-2021 Comm App-Morris-Airport Commission.pdf](#)
- 8.d. Richard Rhames...Conservation Commission
[11-16-2021 Appt-Rhames-Conservation Commission.docx](#)
[11-16-2021 Comm App-Rhames-Conservation Comm.pdf](#)
- 9. Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)**
- 10. City Manager Report**
- 11. Other Business**
- 12. Council President Addressing the Council**
- 13. Mayor Addressing the Council**
- 14. Executive Session**
 - 14.a. 1 MRSA 405(6)(D)...Labor Contract Negotiations (possible action)
[11-16-2021 Police Union Contract Approval-ORDER.docx](#)
- 15. Adjourn**



Whereas the government of Biddeford, Maine celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 31.7 million small businesses in the United States, they represent 99.7% of firms with paid employees, and they are responsible for 65.1% of net new jobs created from 2000 to 2019; and

WHEREAS, small businesses employ 47.1% of the employees in the private sector in the United States, 88% of U.S. consumers feel a personal commitment to support small businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic; and

WHEREAS, 56% of shoppers reported they shopped online with a small business on Small Business Saturday in 2020; and more than 50% of consumers who reported shopping small endorsed a local business on social media or shopped at a local business because of a social media recommendation; and

WHEREAS, Biddeford supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

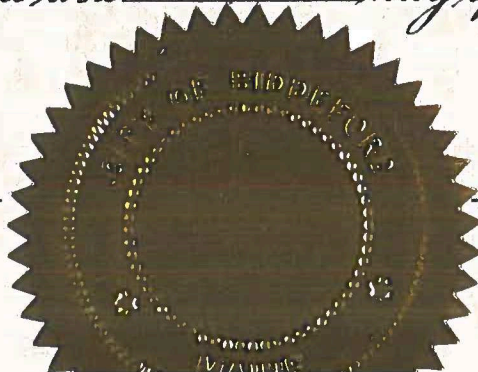
WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Alan Casavant, Mayor of the City of Biddeford, do hereby proclaim, November 27, 2021, as: **SMALL BUSINESS SATURDAY** and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

*In Witness Whereof, We, the undersigned have herewith
affixed our signatures this 16th day of Nov. 2021*

Carmen J. Mow

City Clerk



Mayor



City Council

Meeting Date: November 16th, 2021

Meeting Time: 6:00 PM

Agenda Item No: [match agenda item #]

Item Description: Thatcher Brook Watershed – Restoration Update

Submitted by: Craig Chekan, PE (Deputy Engineer); Tom Milligan, PE (City Engineer); Jeff Demers (Public Works Director); Mindee Goodrum (York County Soil & Water Conservation District)

Supporting Information/Documentation:

1. Thatcher Brook Watershed Documentation
2. Thatcher Brook Phase II Workplan Excerpts
3. Morin Street Soil Filter Design Plans
4. Morin Street Soil Filter Construction Pictures

Executive Summary:

- a) Per the Clean Water Act Section 303(d) and MaineDEP's Chapter 502 Appendix B, Thatcher Brook is listed as an Urban Impaired Stream (UIS) for not meeting Class 'B' criteria standards for bacteria and aquatic life – specifically for macroinvertebrates (insects in their nymph and larval stages).
- b) The water quality stressors identified in the Thatcher Brook Watershed are:
 - a. Stream channel alteration and bank erosion
 - b. Increased phosphorus and decreased dissolved oxygen (DO) levels
 - c. Increased bacteria levels
- c) In 2015, a Thatcher Brook Watershed Management Plan (WMP) was created to proactively address the documented impairments of Thatcher Brook.
- d) The purpose of this Council Agenda is to provide continued public awareness and an update to recent watershed restoration efforts

Detailed Review:

- a) The Thatcher Brook WMP outlines potential sources of water pollution and identifies opportunities to improve water quality within the impaired watershed.
- b) The WMP includes recommended actions to:
 1. Improve the watershed's water quality standards
 2. Prevent future water quality impacts to Thatcher Brook and downstream waters
 3. Build community awareness and support for the restoration and protection of Thatcher Brook
- c) The City recently completed Phase II of the WMP's recommended actions by constructing multiple 'grassed underdrained soil filters' within the City's industrial park on Morin Street
- d) Phase III of the WMP's workplan will be completed in 2022

Funding Source:

Nonpoint Source (NPS) Water Pollution 319 Grants from MaineDEP

Staff Recommendation:

Continued support and funding for the protection and restoration of the Thatcher Brook Watershed

APPENDIX B**Urban impaired streams**

STREAM	TOWN*
LOGAN BROOK	AUBURN
UNNAMED TRIBUTARY TO BOND BROOK (entering below I-95, drains Turnpike Mall Shopping Center)	AUGUSTA
KENNEDY BROOK	AUGUSTA
WHITNEY BROOK	AUGUSTA
PENJAJAWOC STREAM, including MEADOW BROOK	BANGOR
BIRCH STREAM (OHIO STREET)	BANGOR
CAPEHART BROOK	BANGOR
ARCTIC BROOK (VALLEY AVENUE)	BANGOR
SHAW BROOK	BANGOR, HAMPDEN
SUCKER BROOK	BANGOR, HAMPDEN
THATCHER BROOK	BIDDEFORD
MARE BROOK	BRUNSWICK
UNNAMED TRIBUTARY TO ANDROSCOGGIN RIVER (near Jordan Avenue)	BRUNSWICK
UNNAMED TRIBUTARY TO ANDROSCOGGIN RIVER (near River Road)	BRUNSWICK
UNNAMED TRIBUTARY TO ANDROSCOGGIN RIVER (near Water Street)	BRUNSWICK
CARIBOU STREAM	CARIBOU
FROST GULLY BROOK	FREEPORT
CONCORD GULLY	FREEPORT
HART BROOK	LEWISTON
JEPSON BROOK	LEWISTON
UNNAMED STREAM (Route 196)	LISBON FALLS
CAPISIC BROOK	PORTLAND
DOLE BROOK	PORTLAND
FALL BROOK	PORTLAND
NASONS BROOK	PORTLAND
GOOSEFARE BROOK	SACO
GOODALL BROOK	SANFORD
TROUT BROOK (including KIMBALL BROOK)	SOUTH PORTLAND
BARBERRY CREEK	SOUTH PORTLAND
LONG CREEK	SOUTH PORTLAND
PHILLIPS BROOK	SCARBOROUGH
RED BROOK	SCARBOROUGH , SOUTH PORTLAND

NO DUMPING IN DRAIN
DRAINS TO
BROOK



THATCHER BROOK WATERSHED MANAGEMENT PLAN

PREPARED FOR:
CITY OF BIDDEFORD, MAINE

ISSUED FOR PUBLIC COMMENT

PREPARED BY:
GZA GEOENVIRONMENTAL, INC.
477 CONGRESS STREET | SUITE 700
PORTLAND, MAINE 04101

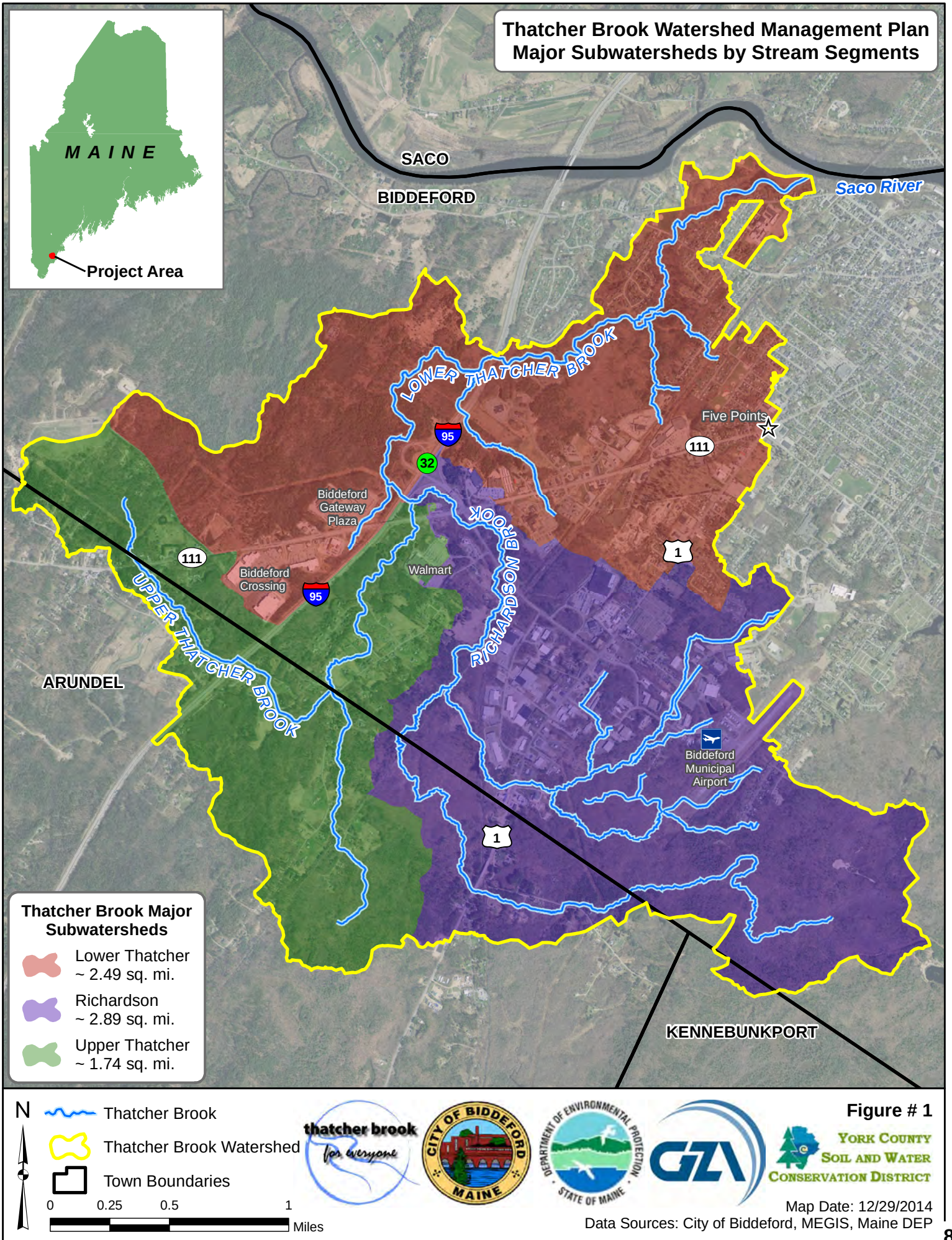
January 7, 2015

207.879.9190 | www.gza.com

30 Offices Nationwide



Thatcher Brook Watershed Management Plan Major Subwatersheds by Stream Segments



Thatcher Brook Watershed Management Plan Potential Restoration Sites

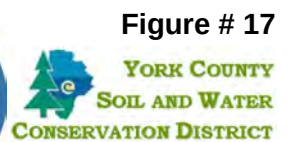
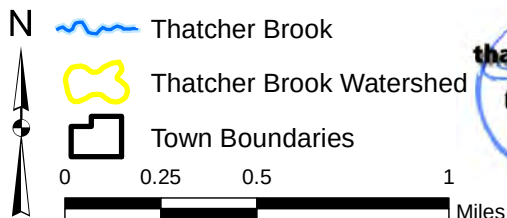
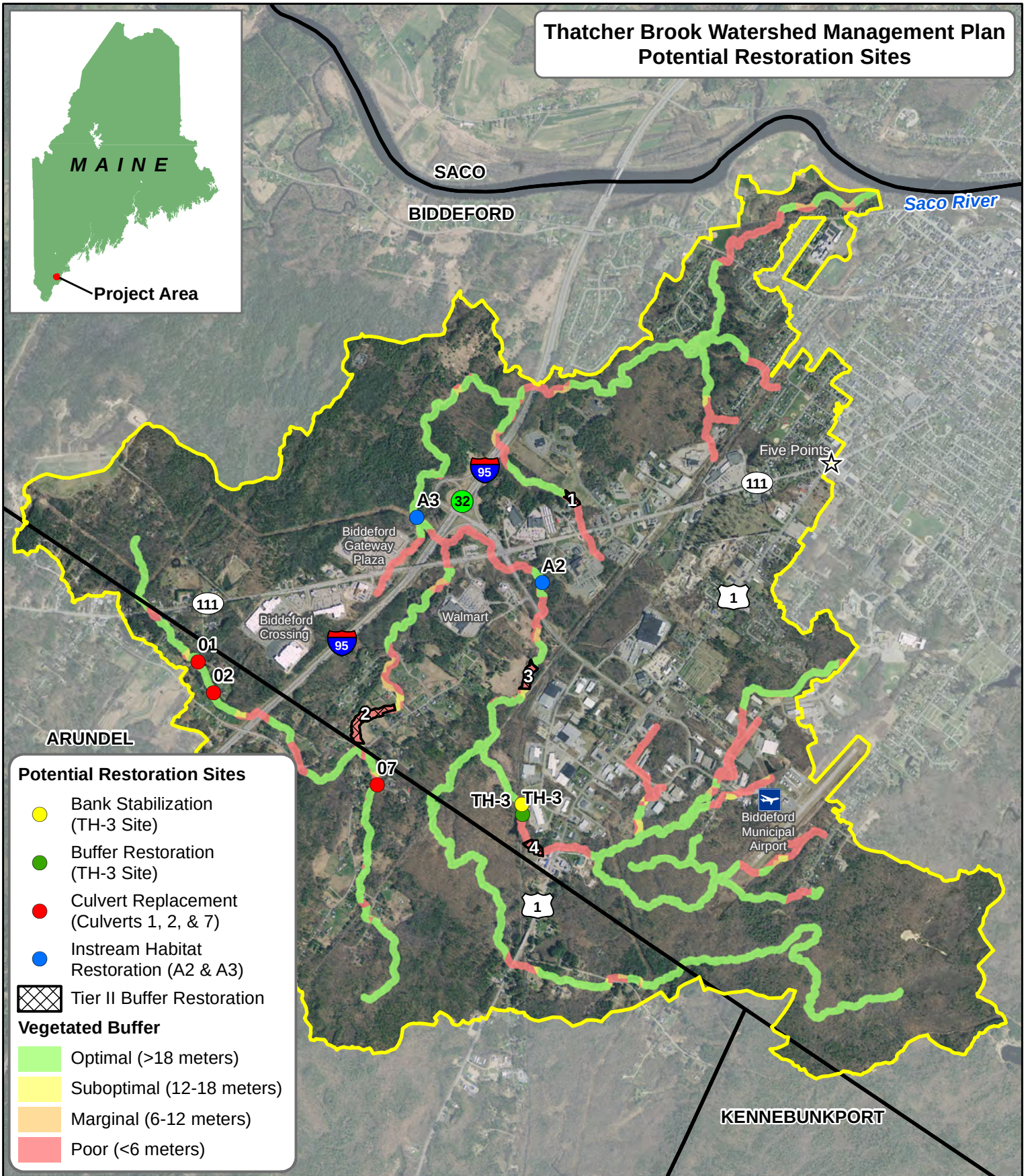


Figure # 17

Map Date: 12/29/2014
Data Sources: City of Biddeford, MEGIS, Maine DEP

#20190004 Thatcher Brook Watershed Restoration Project, Phase II

Grantee: City of Biddeford

I. Waterbody and Watershed Information**a. Background**

Waterbody Name	Thatcher Brook
Waterbody Size (e.g., lake acres, stream miles)	7.7 mi
Watershed Area (acres or square miles)	4,525 acres
Watershed Town(s)	Biddeford, Arundel
Comprehensive Plan Adoption (List watershed towns that have adopted consistent plans.)	Biddeford (1997), update in process

b. Waterbody and Watershed Physical Characteristics

Thatcher Brook is a Class B stream whose watershed includes the City of Biddeford and Town of Arundel. The brook flows 7.7 miles through these municipalities before draining into the Saco River. Thatcher Brook's watershed area consists of 14% impervious cover (IC), with densely developed commercial sections along Route 1 and Route 111 where stormwater runoff from roads, roofs, and parking lots conveys high volumes of polluted runoff during rain events. A significant portion of the watershed is a designated growth area and includes retail and commercial development, most of the City's industrial/business parks, and low to moderate income housing. This intense level of existing development is contrasted with a considerable amount of undeveloped forest, wetlands, and pasture lands.

c. Description of Waterbody Uses and Value

Thatcher Brook it is viewed as a valuable community resource that includes the following recreational and natural resources:

- A network of trail systems, including the Eastern Trail (a collection of trails that will ultimately connect the East Coast Greenway from Calais, Maine with Key West, Florida). The Trail bisects the heart of the watershed, providing an excellent recreational amenity.
- Endangered species and significant habitat areas that are Beginning with Habitat Focus Areas: New England Cottontail sites (i.e., a State of Maine endangered species and a federal Petitioned Candidate Species with a Listing Priority Number of 2), a highly threatened brook trout fishery, threatened plant communities (swamp saxifrage) and vernal pool areas.

The Saco Valley Land Trust, who works to preserve scenic, historic, recreational, and environmental resources in the Biddeford, Saco, and Old Orchard Beach area, maintains a 40-acre parcel that includes a beautiful section of Thatcher Brook. In addition, Thatcher Brook has been the focus of the Biddeford Conservation Commission for the last decade and the watershed was listed as important City water resource in the City's Master Plan. It is considered the highest priority waterbody under the Municipal Separate Storm Sewer System (MS4) General Stormwater Discharge permit.

II. NPS Pollution Problem / Need:**a. Water Quality Listing Status**

Is water quality listed as impaired?	Yes
If impaired, what is the listed cause(s) and/or impaired use?	Bacteria, Aquatic Life
Name and date of any DEP TMDL report(s) for the waterbody.	Statewide IC Total Maximum Daily Load (TMDL), Statewide bacteria TMDL

b. Water Quality Overview

Thatcher Brook is on Maine's 303(d) list for benthic macroinvertebrates, bacteria nonattainment, and degraded aquatic habitat that are all caused by urban nonpoint source pollution. Thatcher Brook is included in the statewide IC Total Maximum Daily Load (TMDL) and the statewide bacteria TMDL. Thatcher Brook was recently listed as an Urban Impaired Stream in Maine DEP's Chapter 502.

Maine DEP macroinvertebrate samples collected during 2004, 2012, and 2013 in Upper and Lower Thatcher Brook indicate that the brook is not meeting Class B standards for aquatic life use criteria. In 2012, as part of the development of the WMP, MDEP collected information on stream dissolved oxygen (DO), bacteria, temperature, phosphorus, specific conductance and chloride. Maine DEP collected continuous water quality data from July 26th to August 15th, and GZA collected grab samples during August and September. Maine DEP collected additional grab and storm samples in 2014.

Based on this information, the Thatcher Brook WMP concluded that temperature was relatively good throughout the watershed, and specific conductance/chloride was not a significant issue except in the small tributary draining the large commercial areas in the Biddeford Crossing area. However, dissolved oxygen levels fell below Class B standards at several stations. Large daily swings in DO and phosphorus monitoring data indicate that nutrients are the likely cause of the DO problems, especially in Richardson Brook and the Thatcher Brook monitoring station just below the Route 111/Maine Turnpike crossing. Bacteria levels were found to be highest in Richardson Brook.

c. Summary of Past Watershed Assessments and Most Important Nonpoint Sources

According to the Maine DEP TMDL study (2012), stormwater runoff from impervious cover is likely the largest source of pollution to Thatcher Brook. About 13% (562 acres) of the Thatcher Brook watershed has impervious cover due to rooftops, parking areas and roadways. Stormwater runoff from impervious cover flows quickly and carries dirt, oils, metals, leaves, trash, and other pollutants. The TMDL study states that in order to support Class B aquatic life use, the Thatcher Brook watershed may require the characteristics of a watershed with 8% impervious cover.

The Thatcher Brook WMP identified the following stressors associated with the stream's impairments: **1)** poor riparian vegetated zone (30.7% of the watershed); **2)** stream channel alteration and resulting stream bank erosion and degraded habitat [fair condition (Sites B2 and A3); poor condition (Site B1)]; **3)** elevated phosphorus [range from 10 to 300 µg/L (criterion:

30µg/L)]; 4) decreased DO (range from 4.9 ppm to 9.68 ppm; multiple sites with more than 7 days lower than 7 ppm criterion); 5) elevated chloride and specific conductance (260 mg/l).

The Thatcher Brook Technical Committee identified nine priority stormwater retrofit projects to address the nutrient and dissolved oxygen stressors. The projects are focused along two high-traffic roads in the watershed (Route 111 and Morin Street) due to the high pollutant loading associated with this type of land use. Roads represent 27% of the total impervious cover, and 53% have traffic volumes in excess of 20,000 vehicles per day, with sections of these roads approaching, and at times reaching, an annual average traffic count of 35,000 vehicles per day.

Stream habitat and rapid geomorphic surveys identified two instream habitat restoration projects, five buffer restoration areas, three culvert replacements and one bank stabilization project. Water quality monitoring indicates that chloride impacts are most prominent in the subwatershed of a small tributary along Route 111. The plan recommended outreach, technical assistance and ordinances to improve winter maintenance practices and reduce chloride use on roads and commercial parking lots in this part of the watershed.

d. Description of Watershed Activities to Address NPS Sources

Thatcher Brook has been the focus of the City of Biddeford and the Biddeford Conservation Commission for several years. In 2012, the City of Biddeford received federal pass-through funds, allocated by U.S. EPA and distributed by Maine DEP, under Section 604(b) of the Clean Water Act to develop the Thatcher Brook Watershed Management Plan (WMP). The plan was completed and accepted by the Maine DEP in January 2015. In 2016, the BCC established the Thatcher Brook Watershed Workgroup with representatives from key organizations and watershed stakeholders and continued the public outreach efforts within the watershed.

The City has continued to proactively make strides in land use management within the Thatcher Brook watershed by requiring incorporation of stringent stormwater design standards and providing recreational access points throughout the watershed. Other efforts to date include:

- Reaching out to the business associated with the TH3 buffer restoration site to begin conversations regarding what would be feasible.
- Carrying out a survey of Thatcher Brook businesses regarding salt application practices.
- Having Biddeford staff attend the Winter Maintenance Roundtable in September 2015 to learn new chloride reduction practices. Since 2015, the City has provided a template to ensure that new commercial development have snow storage and salt management plans.
- Collaborating with YCSWCD and Maine DEP staff to meet with MTA and MaineDOT staff to look at proposed stormwater retrofits on their properties.
- Lining sewer pipe to reduce bacteria pollution to the stream
- Installing stormwater filters and removing roof drains from the sewer system
- Encouraging stormwater disconnection projects with commercial and private land owners.

In 2017, the City started the Thatcher Brook Restoration Project Phase I (#2017RT08), which was funded in part by USEPA under Clean Water Act (CWA) Section 319. Phase I is set to be completed in 2019, and highlights of work completed to date include:

- Continued meetings of the Thatcher Brook Workgroup
- Outreach and technical assistance to commercial property owners and operators
- In-class watershed table demonstrations and out-of-classroom fieldtrips to Thatcher Brook with students from Biddeford's Middle Schools and High School.
- Watershed stream crossing signage
- Two completed habitat restoration projects where large volumes of woody debris were added to the stream via the chop and drop method.
- One stream crossing removal/buffer restoration site.
- Sand filter stormwater retrofit project on Morin Street.

III. Purpose:

The overall purpose of the *Thatcher Brook Watershed Implementation Project, Phase II* is to reduce inputs of nutrients and untreated stormwater runoff to Thatcher Brook so it can meet Class B water quality standards. This will be accomplished by installing a series of stormwater filters along and adjacent to Morin Street in the City's Biddeford Industrial Park. The filters will remove sediment and nutrients (phosphorus and nitrogen) and detain stormwater runoff from approximately 2.2 acres of impervious cover from high-traffic roadways. The project will also permanently remove approximately 0.44 acres of pavement (20% reduction in IC from the catchment).

IV. Project Duration:

Project Start Date	February 2019
Project Completion Date	December 2020

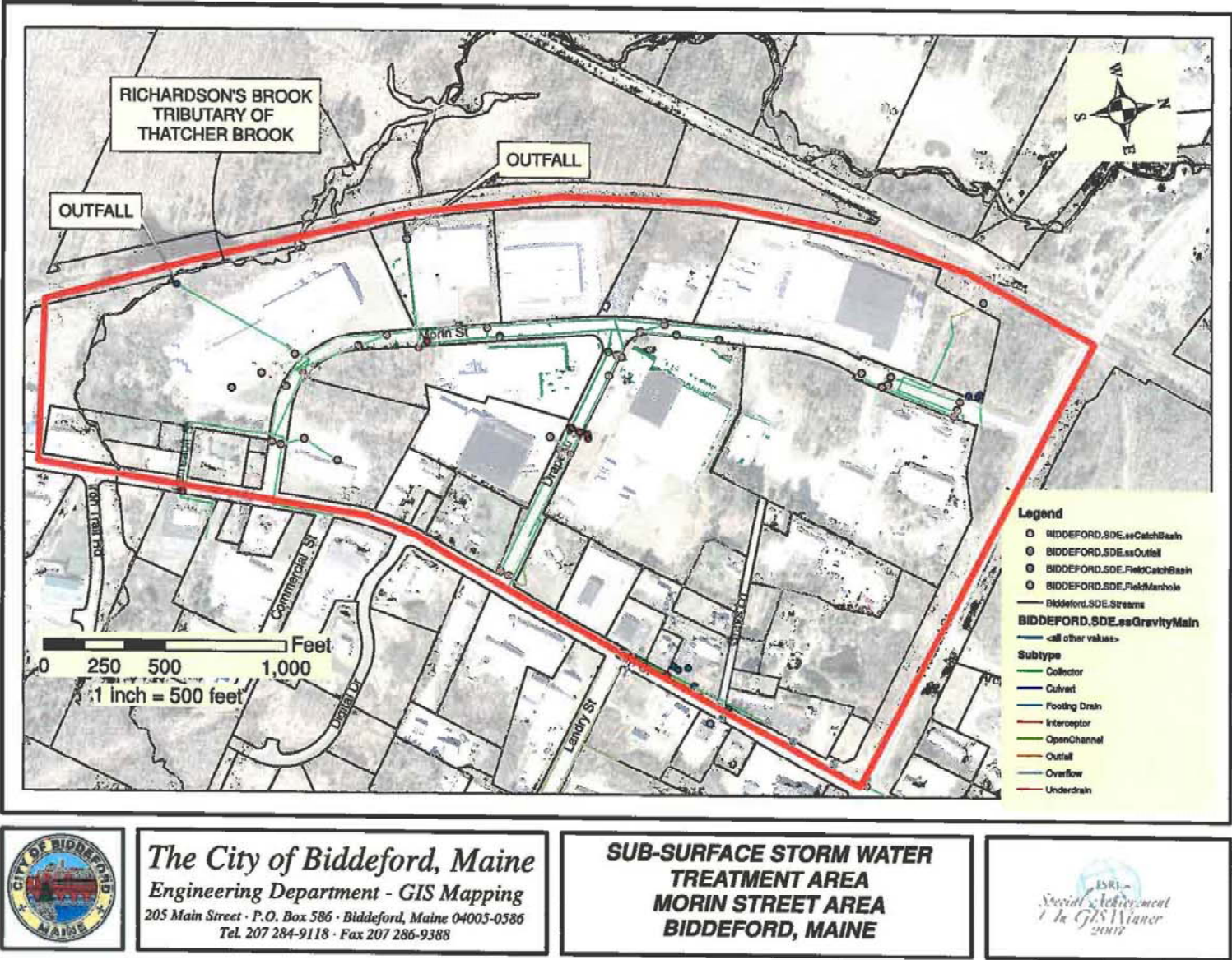
V. General Project Plan

This project will involve installing sub-surface stormwater treatment system filter basins at locations adjacent to the roadway and reducing overall impervious cover on one of the City's most high-traffic roads. The soil filter systems will be installed adjacent to Morin Street, which is located in the Biddeford Industrial Park in the Richardson Brook subwatershed. Approximately 4 feet of roadway pavement will permanently be removed from each side of the current roadway (8 feet total equating to approximately a 20% reduction of the roadway). The stormwater treatment system will provide treatment for a 1-year storm event coming from 2.2 acres of impervious roadway and permanent removal of eight feet of road width (equates to a reduction of 0.44 acres of impervious area). The system will be a constructed treatment device that will provide physical (sedimentation, filtration) treatment and will consist of a series of treatment soil filters encased in geotextile filter fabric. Storage in the filters will also be installed to provide some stormwater detention.

Staff from Biddeford's Engineering Department will provide the design services for the project and will be responsible for design, contract documents, bidding, financial oversight and construction inspection. Project staff will exercise best professional judgment in the selection, design and installation of BMPs and will design and install BMPs according to Maine BMP manuals or use other BMPs acceptable to the DEP. Required permits will be secured prior to construction.

NPS Candidate Site List

NPS Site Name & Location	Describe the NPS Site & Conditions at the Site Causing Polluted Runoff to Reach Surface Waters	BMPs Recommended	Construction Cost Estimates: Grant, Match, Total
Morin Street	The location for the proposed BMP will provide stormwater treatment to a drainage area of approximately 2.2 acres of existing impervious roadway area and the permanent removal of 0.44 acres of pavement (IP) that currently flow untreated into the Richardson Brook tributary.	Engineered stormwater system coupled with a reduction in total impervious cover. See attached details. • Soil filter plans and section • Soil filter end view • Subsurface treatment area Morin Street Subsurface treatment area with filter locations	\$127,200 grant <u>\$26,980</u> in-kind match \$154,180 total



CONSTRUCTION DOCUMENTS

FOR

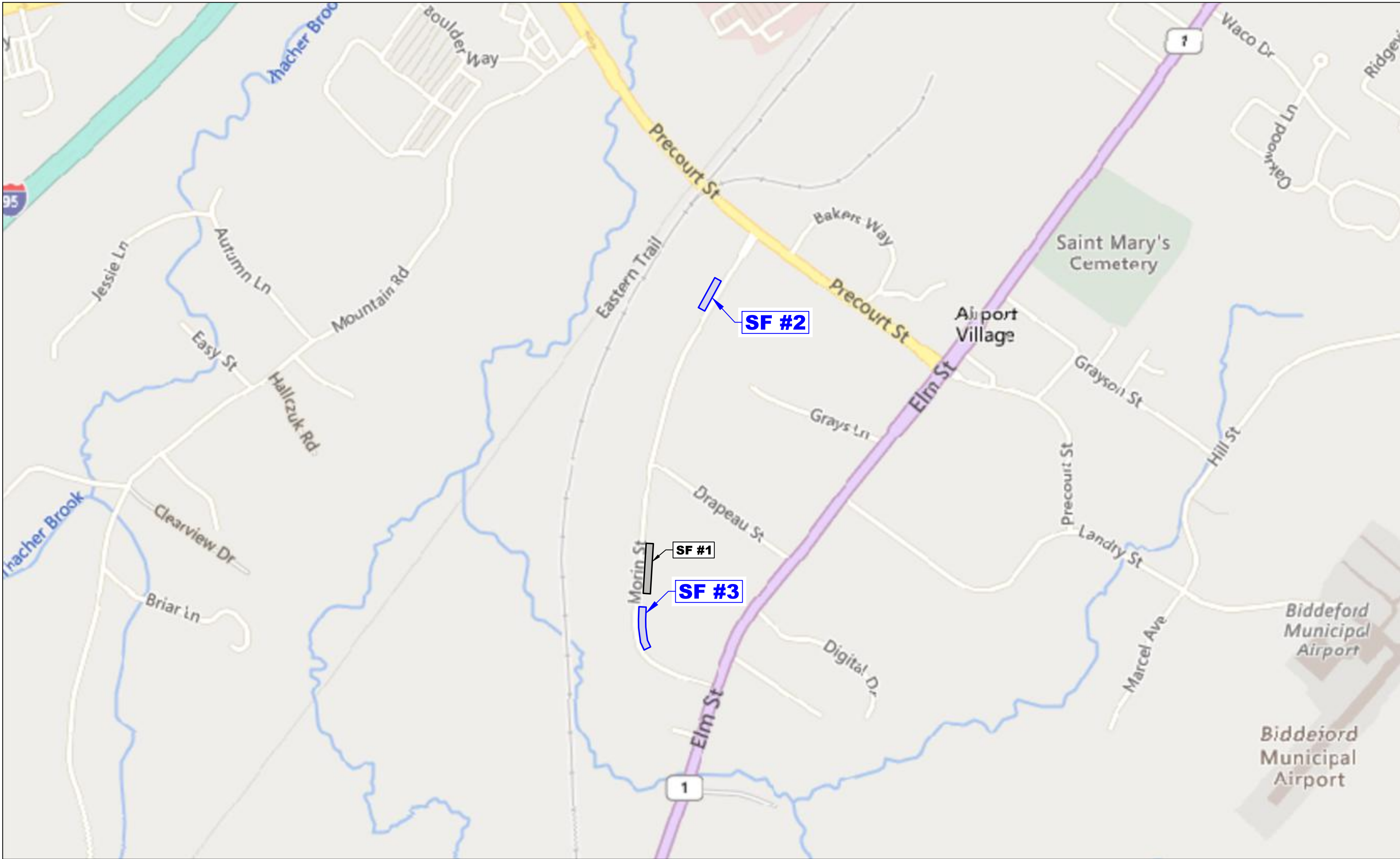
MORIN STREET SOIL FILTERS #2 & #3

THATCHER BROOK PHASE 2 RESTORATION

NONPOINT SOURCE WATER POLLUTION CONTROL GRANT 319

BIDDEFORD, ME 04005

SHEET LIST	
SHEET NUMBER	SHEET TITLE
C-000	COVER SHEET
C-001	GENERAL NOTES
C-100	SOIL FILTER DRAINAGE AREAS
C-200	SOIL FILTER LAYOUT PLAN
C-300	SOIL FILTER DETAILS



SITE LOCATION MAP
SCALE: 1" = 500'

CITY PUBLIC WORKS

371 HILL STREET
BIDDEFORD, ME 04005
TEL: (207) 282-1579
ATTN: JEFF DEMERS
EMAIL: JEFF.DEMERS@BIDDEFORDMAINE.ORG

ATTN: JOSEPH LOVEJOY
EMAIL: JOSEPH.LOVEJOY@BIDDEFORDMAINE.ORG
ATTN: DYLAN JEWETT
EMAIL: DYLAN.JEWETT@BIDDEFORDMAINE.ORG

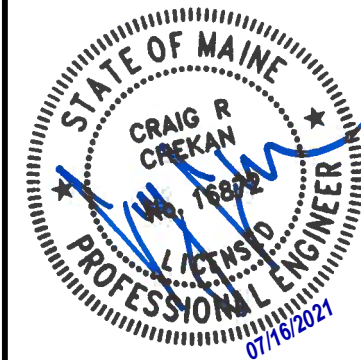
CITY ENGINEERING

205 MAIN ST, P.O. BOX 586
BIDDEFORD, ME 04005
TEL: (207) 284-9118

ATTN: TOM MILLIGAN, PE
EMAIL: TOM.MILLIGAN@BIDDEFORDMAINE.ORG

ATTN: CRAIG CHEKAN, PE
EMAIL: CRAIG.CHEKAN@BIDDEFORDMAINE.ORG

CITY OF BIDDEFORD, MAINE
ENGINEERING DEPARTMENT
205 MAIN STREET, P.O. BOX 586
BIDDEFORD, MAINE 04005
PHONE: 207-284-9118
WWW.BIDDEFORDMAINE.ORG

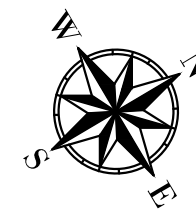


PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THE ENGINEER'S SIGNATURE AND SEAL ARE VALID AND THAT THE ENGINEER IS A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MAINE.
EXPIRATION DATE: 07/16/2021

DRAWING INFO	DATE	SCALE	AS SHOWN	DESIGNED BY	CRC	DRAWN BY	CHECKED BY
	07/16/2021						

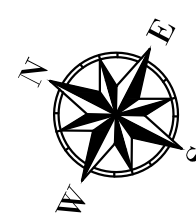
MORIN STREET SOIL FILTERS
PREPARED FOR
CITY OF BIDDEFORD
MAINE

SHEET NUMBER
C-000



****REQUIRED LINEAR LENGTH OF SOIL FILTER = REQUIRED TREATMENT VOLUME/TREATMENT CROSS-SECTION**

*AREA BELOW GRATE OVERFLOW



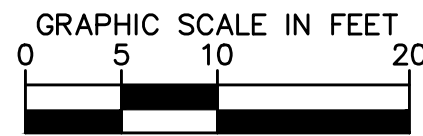
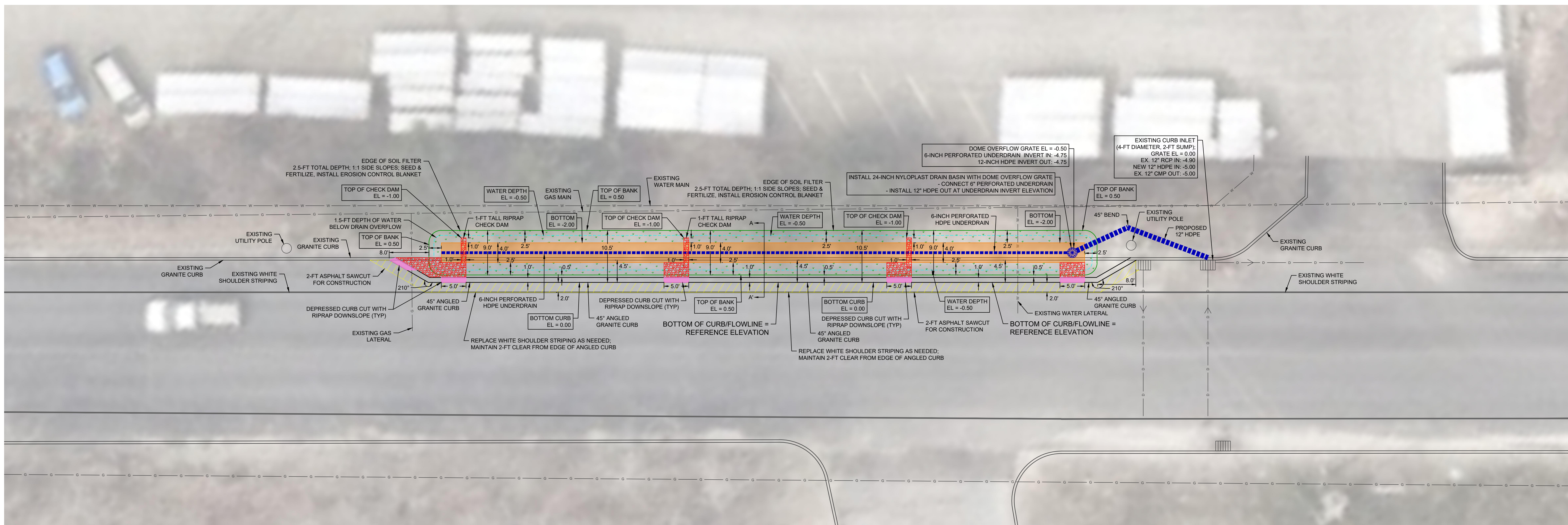
*REQUIRED TREATMENT VOLUME = AREA * DEPTH

**REQUIRED LINEAR LENGTH OF SOIL FILTER = REQUIRED TREATMENT VOLUME/TREATMENT CROSS-SECTION

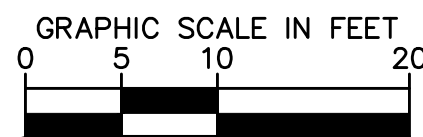
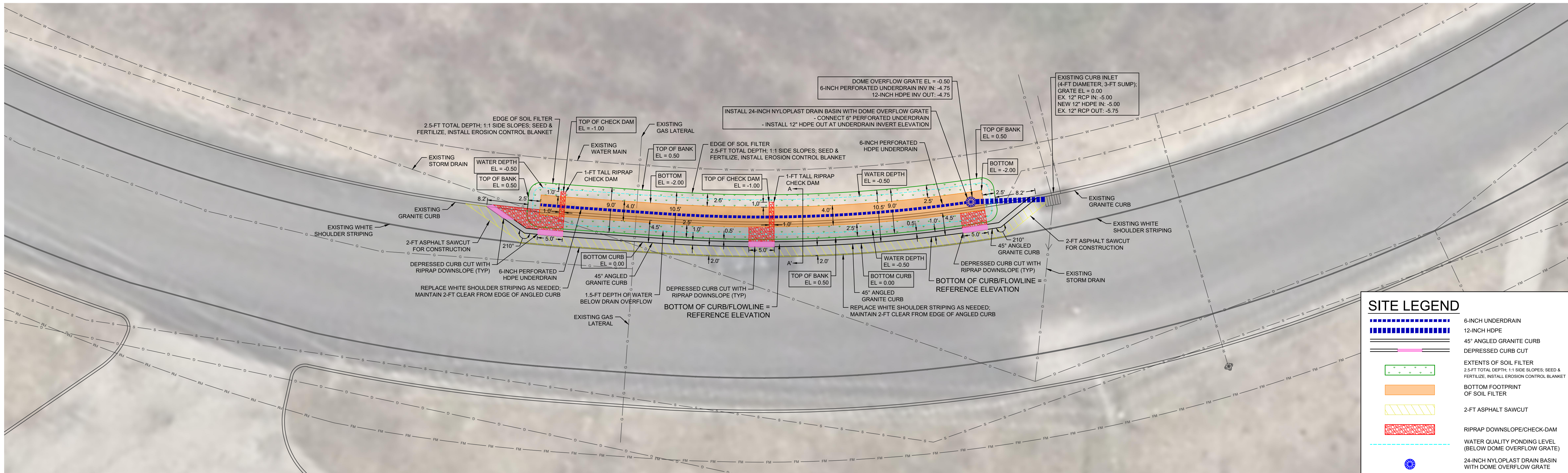
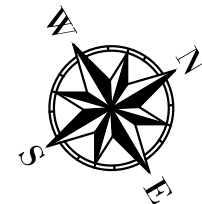
*AREA BELOW GRATE OVERFLOW

SHEET NUMBER
C-100

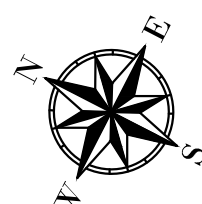
Plotted By: Chekan, Craig Sheet: Set: MORIN STREET SOIL FILTERS Layout: SOIL FILTERS PLAN VIEW July 16, 2021 09:47:00am I:\Projects\morin street soil filters\CAD\Sheets\0-100 - Soil Filter Number 2 - Morin Street.dwg



SOIL FILTER #2 - PLAN VIEW
SCALE: 1" = 10'



SOIL FILTER #3 - PLAN VIEW
SCALE: 1" = 10'

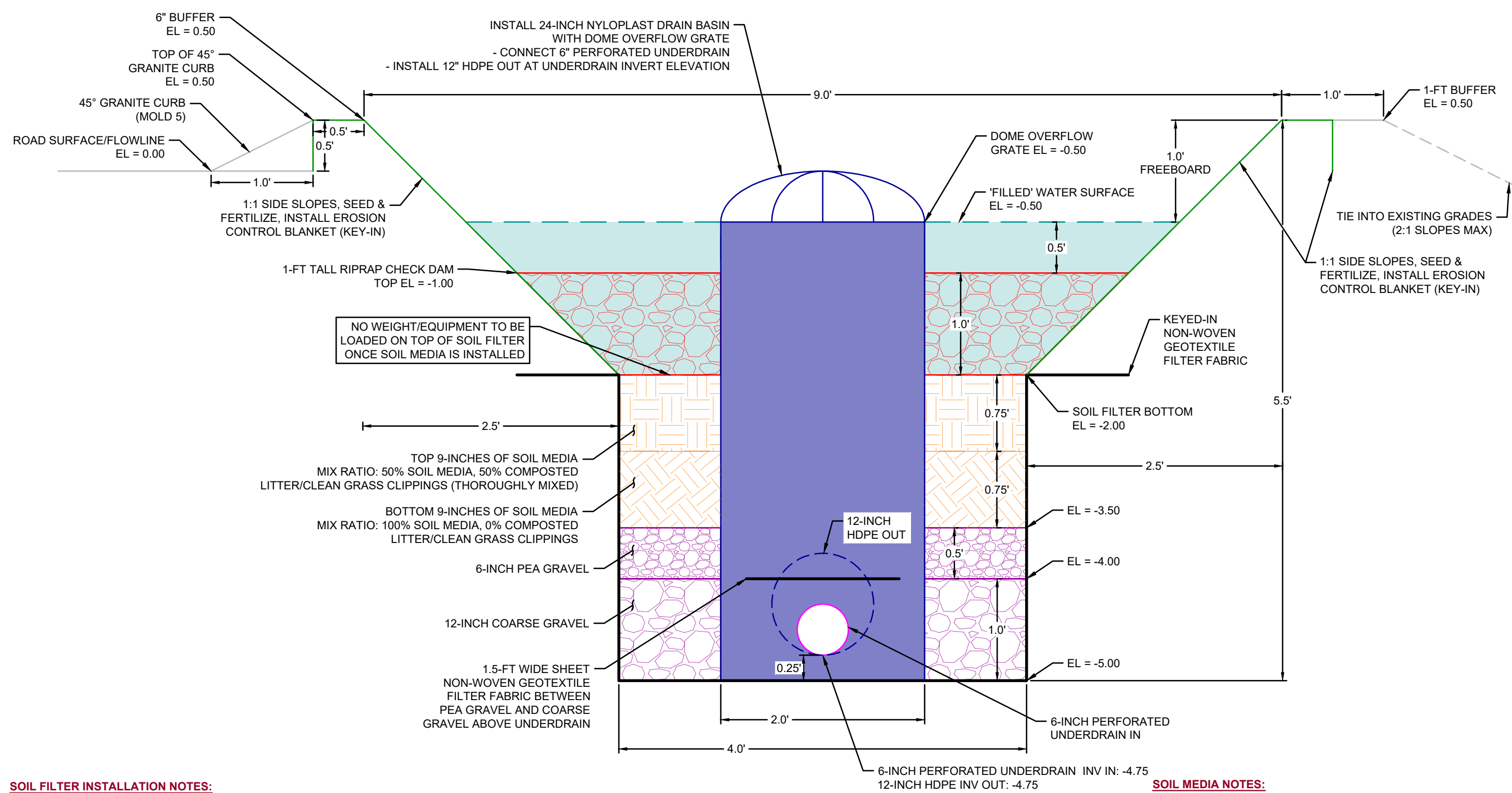
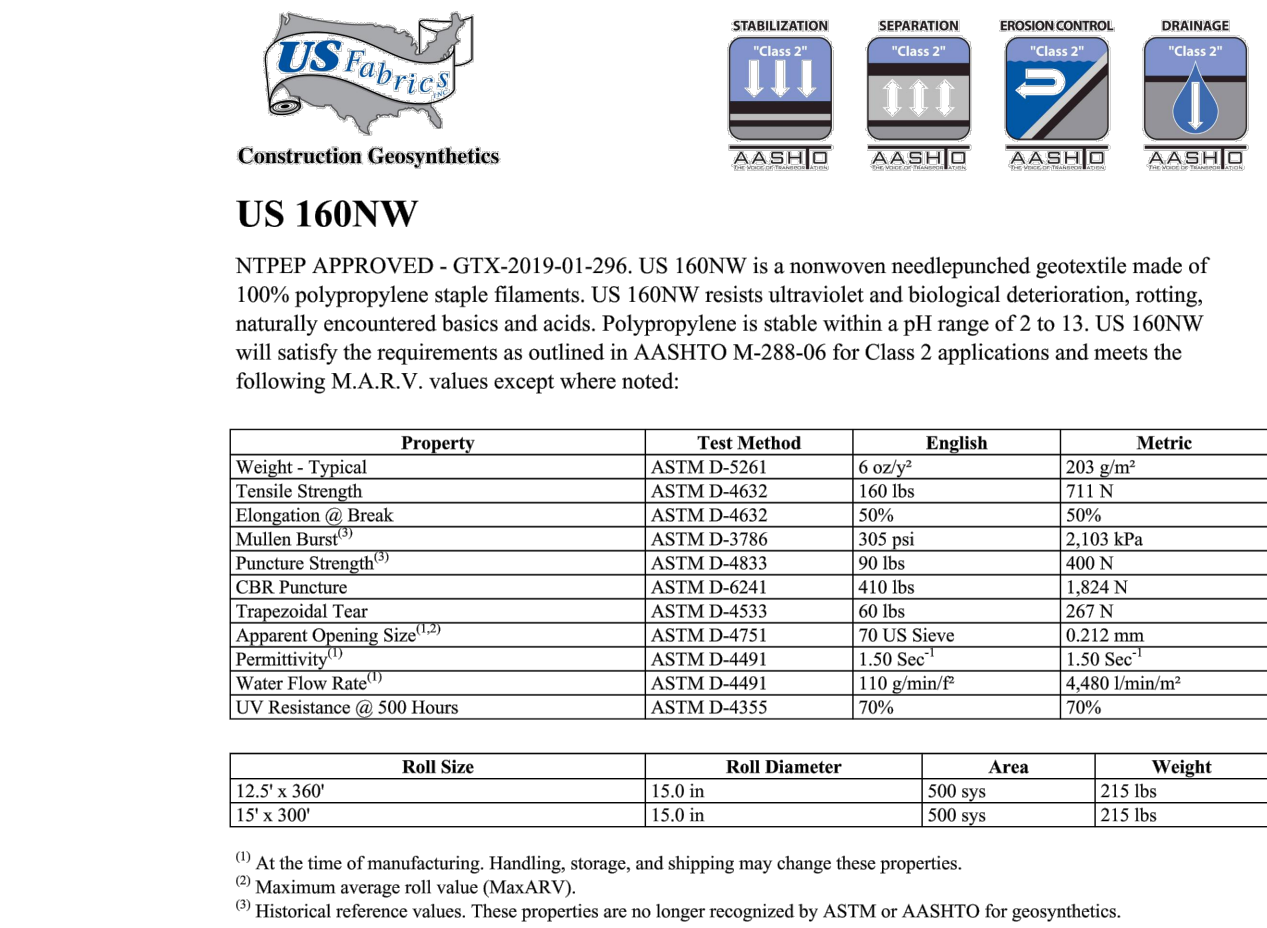
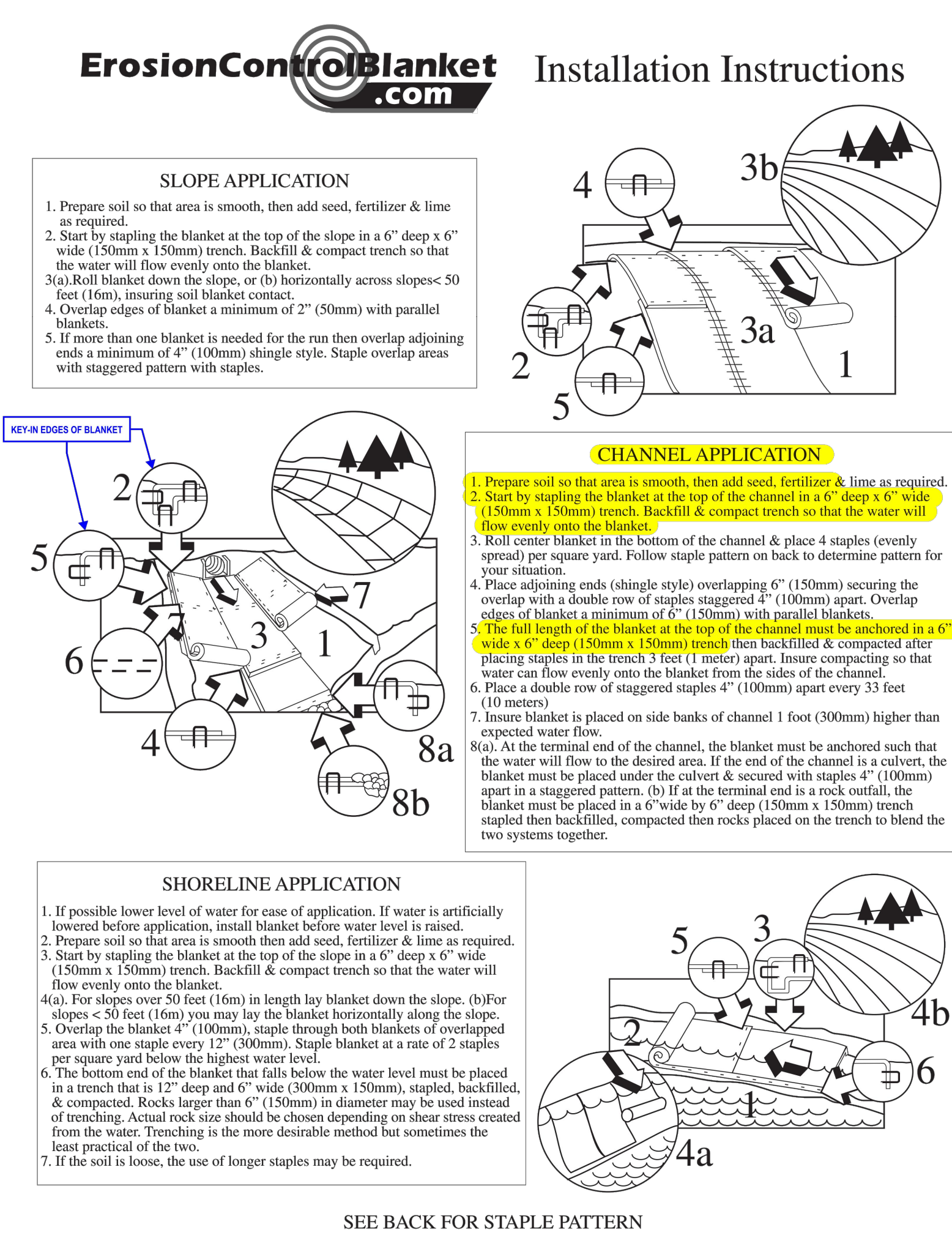
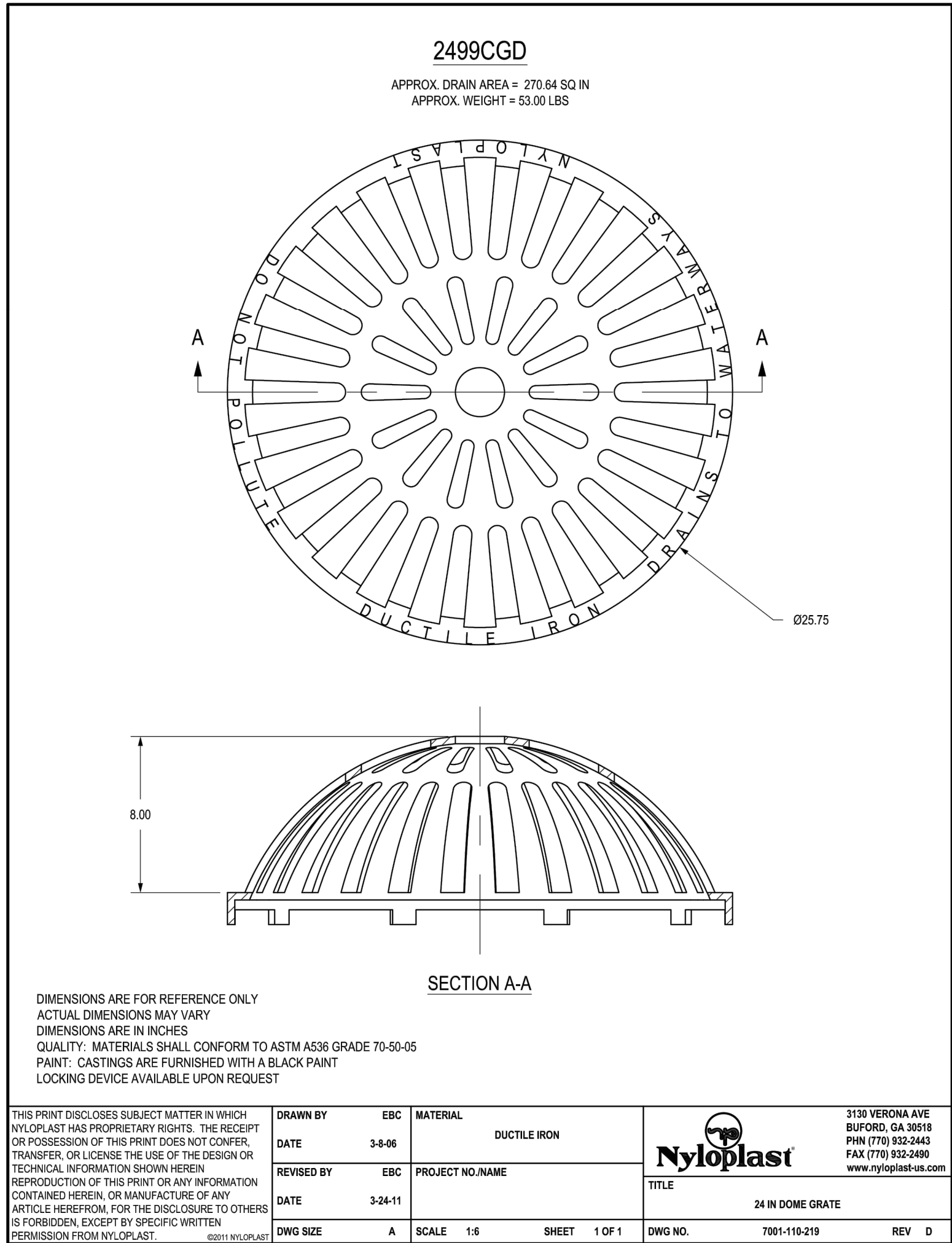
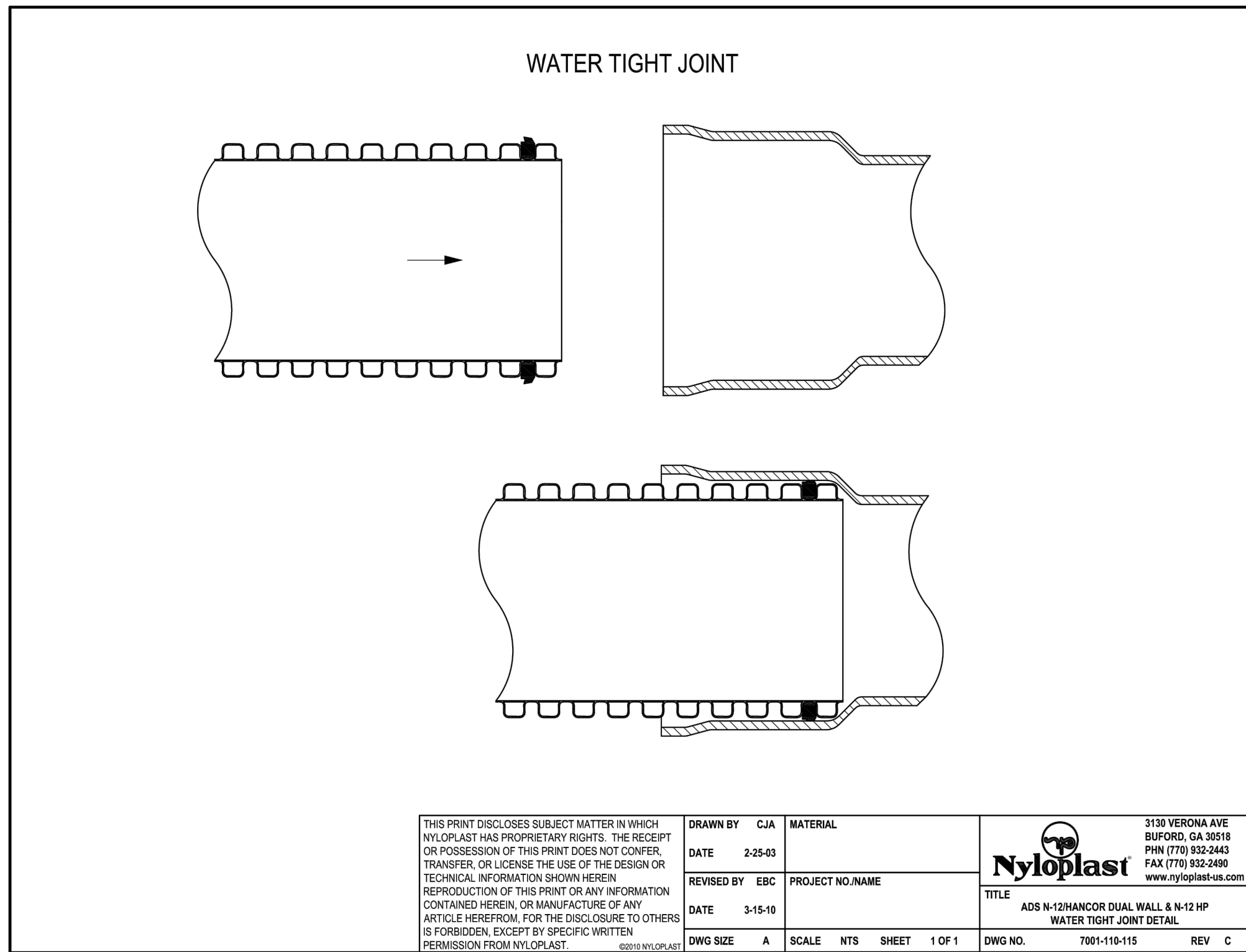
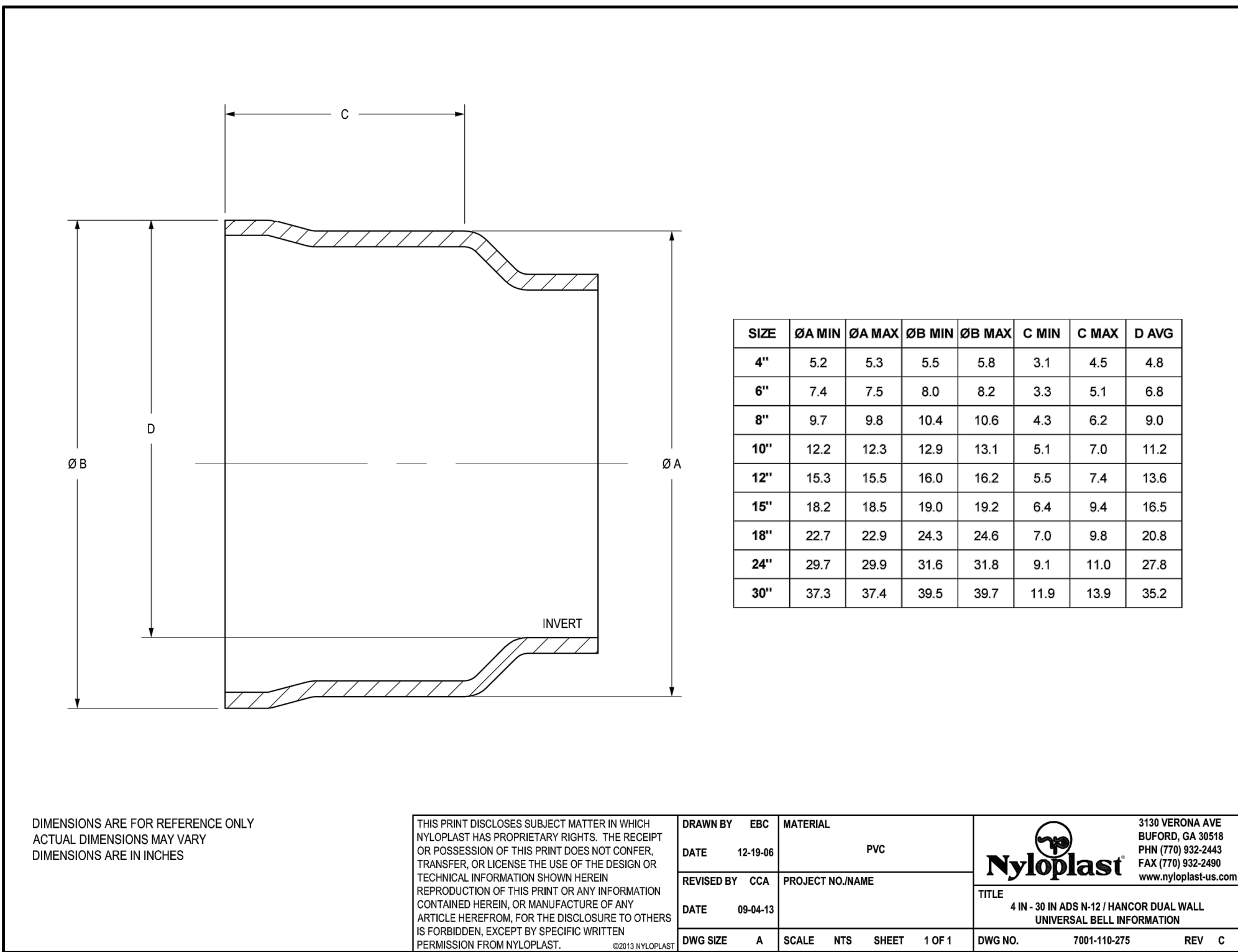
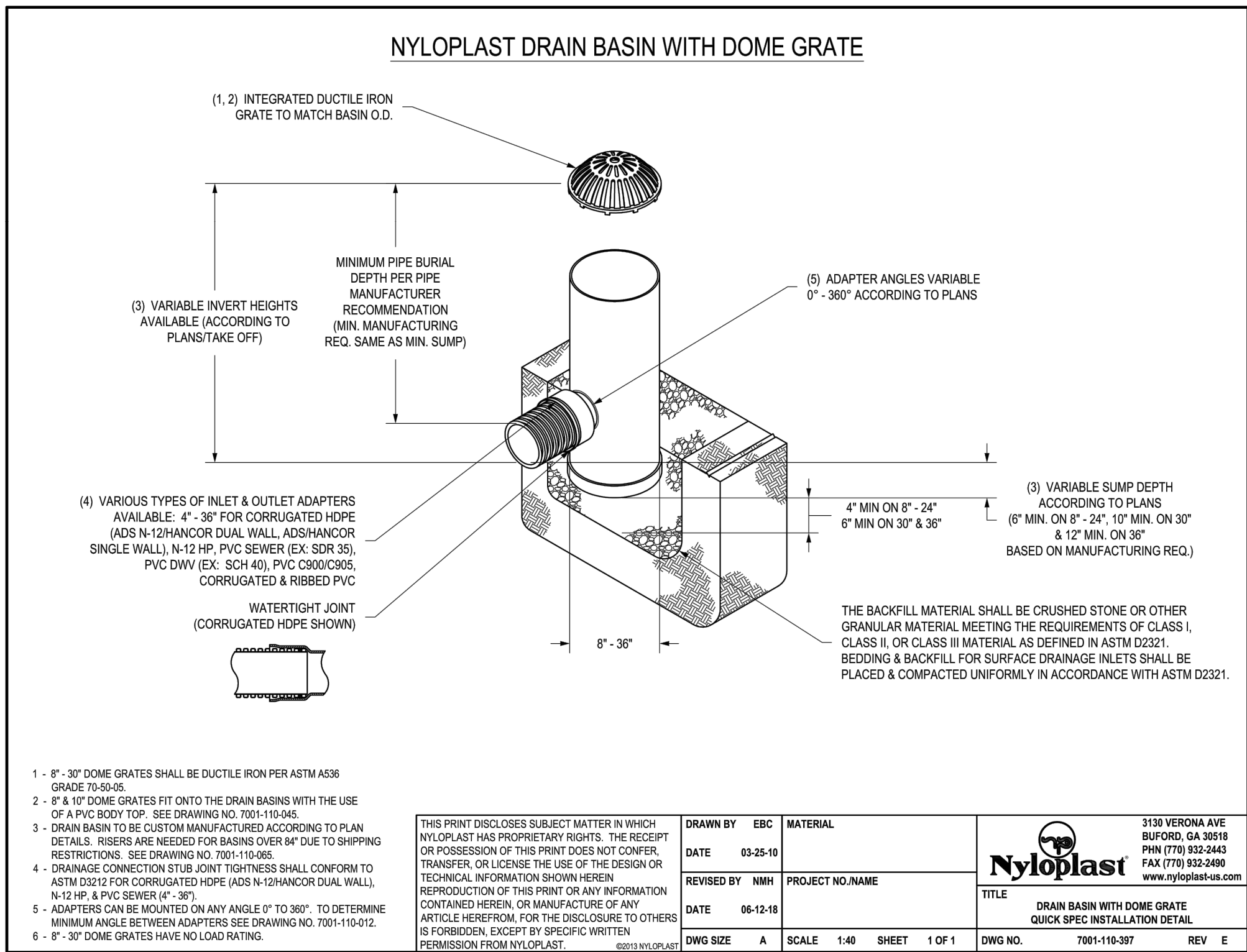


- SOIL MEDIA NOTES:**
1. DEARBORN SOIL FILTER MEDIA TO BE USED, PER SPECIFICATION TESTING RESULTS FROM 03/13/2017 (PROJECT NUMBER: 0631-034; LAB NUMBER: 14445)
 2. SOIL MEDIA MIX RATIO:
 - 2.1. TOP 9-INCHES: 50% SOIL MEDIA; 50% COMPOSTED LITTER/CLEAN GRASS CLIPPINGS (THOROUGHLY MIXED)
 - 2.2. BOTTOM 9-INCHES: 100% SOIL MEDIA; 0% COMPOSTED LITTER/CLEAN GRASS CLIPPINGS

SITE LEGEND	
	6-INCH UNDERDRAIN
	12-INCH HDPE
	45° ANGLED GRANITE CURB
	DEPRESSED CURB CUT
	EXTENTS OF SOIL FILTER
	BOTTOM FOOTPRINT OF SOIL FILTER
	2-FT ASPHALT SAWCUT
	RIPRAP DOWNSLOPE/CHECK-DAM
	WATER QUALITY PONDING LEVEL (BELOW DOME OVERFLOW GRATE)
	24-INCH NYLOPLAST DRAIN BASIN WITH DOME OVERFLOW GRATE

- INSTALLATION NOTES:**
1. TO AVOID COMPACTION AND PRESERVE FILTERING CAPACITY, CONTRACTOR TO ENSURE NO SURFACE WEIGHT IS ADDED ONCE SOIL MEDIA IS INSTALLED.
 2. INSTALL NECESSARY SOIL EROSION & SEDIMENT CONTROL MEASURES PRIOR TO CONSTRUCTION (SILT FENCE, INLET PROTECTION). ENSURE NO SEDIMENT ENTERS THE PROPOSED STORM DRAINS/INFRASTRUCTURE. CONTRACTOR TO REMOVE ANY SEDIMENT IMMEDIATELY.
 3. CONTRACTOR RESPONSIBLE FOR ALL REQUIRED TRAFFIC CONTROL MEASURES (I.E. SIGNAGE, CONES, FLAGGERS); MINIMUM ONE-LANE OF TRAVEL REQUIRED AT ALL TIMES.
 4. PROPOSED 45° GRANITE CURB TO BE RIGIDLY ANCHORED SECURELY; PROVIDE 6" BUFFER BETWEEN CURB AND EDGE OF SOIL FILTER.
 5. CONTRACTOR TO PROVIDE CLEAN ASPHALT SAWCUT/REPLACEMENT; REPLACE WHITE SHOULDER STRIPING AS NEEDED.
 6. ELEVATIONS SHOWN IN REFERENCE TO BOTTOM OF CURB/FLOWLINE; SOIL FILTER LONGITUDINAL SLOPE WILL MATCH EXISTING ROADWAY LONGITUDINAL SLOPE.

CITY OF BIDDEFORD, MAINE ENGINEERING DEPARTMENT 205 MAIN STREET, P.O. BOX 586 BIDDEFORD, MAINE 04005 PHONE: 207-284-9118 WWW.BIDDEFORDMAINE.ORG		REVISIONS		BY
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- SOIL FILTER INSTALLATION NOTES:**
1. TO AVOID COMPACTION AND PRESERVE FILTERING CAPACITY, CONTRACTOR TO ENSURE NO SURFACE WEIGHT IS ADDED ONCE SOIL MEDIA IS INSTALLED.
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SOIL FILTER CROSS-SECTION SECTION A-A'











24

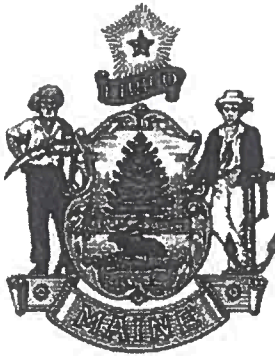




FOR OFFICE USE ONLY

Check # _____

Amount \$ _____



Application to Register Games of Chance

MGCU - 5400

****The application (to include the organization's rules for the game(s)) and the registration fees must be received by the Gambling Control Unit at least ten business days prior to the Game(s) of Chance requested****

Games of Chance (Includes Raffles): \$15 Calendar Week (Monday through Sunday); \$60 Calendar Month; \$700 Calendar Year (January to December)

Make check payable to Treasurer, State of Maine

Return the completed and signed application to:

**Department of Public Safety
Gambling Control Unit
Central Maine Commerce Center
87 State House Station
45 Commerce Drive, Suite 3
Augusta, Maine 04333-0087
(207) 626-3900 – Office
(207) 287-4356 – Fax**

1. For what game(s) are you registering (please indicate number of games adjacent the name of the game and attach the organization's rules for the game(s) requested to the application):

Sealed Ticket 3 Dice 1 Wheel _____ Pot of Gold (Daily/Weekly Pool) 1

Queen of Hearts _____ Three Card Challenge _____ Other (Indicate Name of Game) _____

Raffle _____ Internet Raffle (Attach a Copy of the Internet Raffle Operator Contract) _____

2. Organization Name: YORK COUNTY VETERANS ALLIANCE

Organization Number: 2196 Federal Tax ID # (EIN): 01-0533038

Business Address: 24 BRADBURY ST.

City: Biddeford State: ME Zip Code 04005

Mailing Address: SAME Phone: 207-294-7330

City: _____ State: _____ Zip Code: _____

3. Current Officers:

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
LINDA LAVERRIERE President	41 GRAYSON ST.	Biddeford 04005	207-283-0463	8/7/22

DOLORES HIGGINS V. President	7 GRANAM ST.	Biddeford 04005	207-571-4064	8/7/22
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JEANNETTE DIBATTISTONIA Secretary	5 EASTVIEW COURT #11	Biddeford 04005	207-582-4159	8/7/22
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BERNADETTE GAAGUE TREASURER	114 PROSPECT #16	Biddeford 04005	207-608-9583	8/7/22
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4. Location where Game of Chance is to be conducted:

BUILDING	ADDRESS	CITY/ZIP
YCUA 24 BRADBURY ST.	Biddeford, ME	04005

5. Person responsible for the conduct of the Game(s) of Chance:

Bernadette Gagne
NAME

207-294-7330 - 207-608-9583
DAYTIME PHONE & EVENING PHONE

E-Mail Address: YcVAmaine@gmail.com

6. Circle the day(s) of the week you will be conducting Game of Chance:

Mon Tue Wed Thu Fri Sat Sun

7. What time do the doors open? 11AM What time does the game start? 11AM

8. Dates – Please specify either weeks (Monday through Sunday), full calendar months or calendar year (Jan to Dec). If more space is needed attach a sheet of paper to this application listing the information. Please write your organization name and number on the sheet.

Dec 1st 2021 To Dec 31 2021

9. Does the organization own all the equipment used in operating the Game of Chance? Yes ☒ No ☐

If "NO", Attach a sheet of paper to this application explaining the circumstances under which the equipment was acquired. Please write your organization name and number on the sheet.

10. Has any current officer of this organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?

Yes ☐ No ☒

If "YES" attach a sheet of paper to this application providing the person's name, address, and date and place of conviction or date and location of pending charge. Please write your organization name and number on the sheet.

11. Does the organization have any delinquent / outstanding Disposition of Funds Reports? Yes ☐ No ☒

If "YES" include all reports with this application. If the reports are not included, this application is considered incomplete.

12. **Fair Association Only:** Attach a list of the names and home addresses of the persons operating or assisting in the registered activity. Please write your organization name and number on the list.

13. **Raffles Only:**

Specify the charitable purpose(s) that the proceeds of the raffle will benefit:

List the prize(s) and the value of the prize(s) to be awarded: If more space is needed attach a sheet of paper to this application listing the information. Please write your organization name and number on the sheet.

14. The applicant agrees to obey Federal, State of Maine laws, and rules governing Games of Chance promulgated by the Department of Public Safety, Gambling Control Unit. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: Bernadette Gagne

Print Name: Bernadette Gagne Title: Treasure

Date: 11-4-21 Age 18 or older: Yes ☒ No ☐

FOR OFFICE USE ONLY

Check # _____

Amount \$ _____



Application to License Games of Chance

MGCU - 5300

****The application (to include the rules for the game(s)) and license fees must be received by the Gambling Control Unit at least ten business days prior to the Game(s) of Chance requested****

Games of Chance (I.E. Poker, Blackjack): \$15 Calendar Week (Monday through Sunday); \$60 Calendar Month; \$700 Calendar Year

Video Poker: \$15 Calendar Week (Monday through Sunday) or \$60 Calendar Month

Cards (Cribbage): \$30 Calendar Year or Portion Thereof

Super Cribbage Tournament Game: \$75.00 Per Tournament

Tournament Game (up to 50 players) (I.E. Texas Hold'em): \$40.00 Per Tournament; \$100.00 Calendar Month (Two Tournaments Per Month); \$750.00 Calendar Year (Two Tournaments Per Month)

Tournament Game (51 to 100 players) (I.E. Texas Hold'em): \$75.00 Per Tournament; \$200.00 Calendar Month (Two Tournaments Per Month); \$1,500 Calendar Year (Two Tournaments Per Month)

Make check payable to Treasurer, State of Maine

Return the completed and signed application to:

**Department of Public Safety
Gambling Control Unit
Central Maine Commerce Center
87 State House Station
45 Commerce Drive, Suite 3
Augusta, Maine 04333-0087
(207) 626-3900 – Office
(207) 287-4356 – Fax**

1. For what game(s) are you licensing (please indicate number adjacent name and attach rules for the game(s)):

Tournament (Up to 50 Players) _____

Tournament (51 to 100 Players) _____

Video Poker _____ Cards (Cribbage) ☒ Poker ☒ Super Cribbage Tournament _____

Other _____ (Specify Name of Game) _____

2. Organization Name: BIDDEFORD EAGLES SOCL

Organization Number: 1322 Federal Tax ID # (EIN): 01-0063057

Business Address: 57 BIRCH STREET

City: BIDDEFORD State: ME Zip Code 04005

Mailing Address: SAHE Phone: _____

City: _____ State: _____ Zip Code: _____

3. Current Officers:

<u>R Scott</u>	<u>38 BECON ST APT 2 BIDD</u>	<u>04005</u>	<u>207-5909721</u>	<u>6-2023</u>
NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES

<u>B SIMONTEGUE</u>	<u>RAYMOND ST</u>	<u>BIDD</u>	<u>04005</u>	<u>207-641-0206</u>	<u>6-2022</u>
NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES	

<u>17 M BERSILIN</u>	<u>24 STATE ST</u>	<u>BIDD</u>	<u>ME 04005</u>	<u>207 749-0559</u>	<u>6-2022</u>
NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES	

<u>SHAM REILLY</u>	<u>66 MAPLE</u>	<u>SACO ME</u>	<u>04072</u>	<u>207-468-4758</u>	<u>6-2023</u>
NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES	

4. Location where Game of Chance is to be conducted:

BIDDEFORD EAGLES 57 BIRCH ST BIDD. 04005-
BUILDING ADDRESS CITY/ZIP

5. Person responsible for the conduct of the Game(s) of Chance:

DANIEL COOTE CELL 207. 7106933
NAME DAYTIME PHONE & EVENING PHONE

E-Mail Address: biddereagles804@gmail.com.

6. Circle the day(s) of the week you will be conducting Game of Chance:

Mon Tue Wed Thu Fri Sat Sun

7. What time do the doors open? 12 PM. What time does the game start? 12 PM.

8. Dates – Please specify weeks (Monday through Sunday), full calendar months or calendar year.

JANUARY 1-31-2022 MAY 1-31-2022 SEPTEMBER 1-30-2022
FEBRUARY 1-28-2022 JUNE 1-30-2022 OCTOBER 1-31-2022
MARCH 1-31-2022 JULY 1-31-2022 NOVEMBER 1-30-2022
APRIL 1-30-2022 AUGUST 1-31-2022 DECEMBER 1-31-2022

9. Does the organization own all the equipment used in operating the Game of Chance? Yes ☒ No ☐

If "NO", Attach a sheet of paper to this application explaining the circumstances under which the equipment was acquired. Please write your organization name and number on the sheet.

10. Has any current officer of this organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?

Yes ☐ No ☒

If "YES" attach a sheet of paper to this application providing the person's name, address, and date and place of conviction or date and location of pending charge. Please write your organization name and number on the sheet.

11. Does the organization have any delinquent / outstanding Disposition of Funds Reports? Yes ☐ No ☒

If "YES" include all reports with this application. If the reports are not included, this application is considered incomplete.

12. **Fair Association Only:** Attach a list of the names and home addresses of the persons operating or assisting in the licensed activity. Please write your organization name and number on the list.

13. **Tournament Game Only:** Specify the name(s) of the charitable organization(s) that the proceeds of the tournament will benefit.

14. The following consent must be completed by the municipal officers of the city or town where the Game(s) of Chance will take place unless a separate "Letter of Approval" is attached to this application.

☐ Check here if you have attached a "Letter of Approval". Letters that have an expiration date of greater than five years from the issue date will not be accepted by this office

Municipal Consent to License

The undersigned being municipal officers of the City/Town of _____ hereby certify that we consent to the application for licensure by _____ to operate Games of Chance in accordance with the provisions of 17 M.R.S.A. Chapter 62 and in accordance with the Rules promulgated by the State of Maine, Department of Public Safety, Gambling Control Unit governing the conduct of Games of Chance.

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

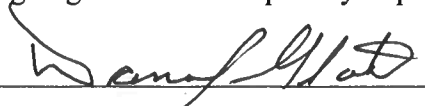
Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

15. The applicant agrees to obey Federal, State of Maine laws, and rules governing Games of Chance promulgated by the Department of Public Safety, Gambling Control Unit. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: 

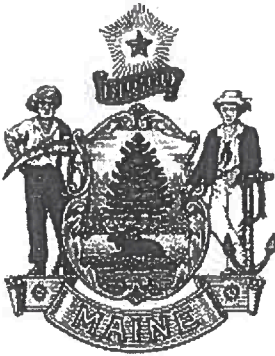
Print Name: DANIEL G. COTE Title: TREASURER

Date: NOV 7, 2021 Age 18 or older: Yes ☒ No ☐

FOR OFFICE USE ONLY

Check # _____

Amount \$ _____



Application to License Games of Chance

MGCU - 5300

****The application (to include the rules for the game(s)) and license fees must be received by the Gambling Control Unit at least ten business days prior to the Game(s) of Chance requested****

Games of Chance (I.E. Poker, Blackjack): \$15 Calendar Week (Monday through Sunday); \$60 Calendar Month; \$700 Calendar Year

Video Poker: \$15 Calendar Week (Monday through Sunday) or \$60 Calendar Month

Cards (Cribbage): \$30 Calendar Year or Portion Thereof

Super Cribbage Tournament Game: \$75.00 Per Tournament

Tournament Game (up to 50 players) (I.E. Texas Hold'em): \$40.00 Per Tournament; \$100.00 Calendar Month (Two Tournaments Per Month); \$750.00 Calendar Year (Two Tournaments Per Month)

Tournament Game (51 to 100 players) (I.E. Texas Hold'em): \$75.00 Per Tournament; \$200.00 Calendar Month (Two Tournaments Per Month); \$1,500 Calendar Year (Two Tournaments Per Month)

Make check payable to Treasurer, State of Maine

Return the completed and signed application to:

**Department of Public Safety
Gambling Control Unit
Central Maine Commerce Center
87 State House Station
45 Commerce Drive, Suite 3
Augusta, Maine 04333-0087
(207) 626-3900 – Office
(207) 287-4356 – Fax**

1. For what game(s) are you licensing (please indicate number adjacent name and attach rules for the game(s)):

Tournament (Up to 50 Players) _____

Tournament (51 to 100 Players) _____

Video Poker _____ Cards (Cribbage) 1 Poker _____ Super Cribbage Tournament _____

Other _____ (Specify Name of Game) _____

Amvets Post 1
147 Alfred Street
Biddeford, ME 04005

2. Organization Name: _____

Organization Number: 2205 Federal Tax ID # (EIN): 01-0342874

Business Address: Amvets Post 1
147 Alfred Street
Biddeford, ME 04005

City: _____ State: _____ Zip Code _____

Mailing Address: Amvets Post 1
147 Alfred Street
Biddeford, ME 04005 Phone: 282-9461

City: _____ State: _____ Zip Code: _____

3. Current Officers:

FINANCE
JAMES THIBODEAU 400 ALFRED ST. Biddeford, ME 04005 590-8020 APR. 2022
NAME & TITLE ADDRESS CITY/ZIP PHONE DATE TERM EXPIRES
2ND VICE

LIONEL LAMONTAGNE 12 FIELDcrest DR. Biddeford, ME 04005 282-4466 APR. 2022
NAME & TITLE ADDRESS CITY/ZIP PHONE DATE TERM EXPIRES
AdS.

JOSEPH FOSTER 439 MOUNTAIN RD. ARUNDEL 04046 282-1899 APR. 2022
NAME & TITLE ADDRESS CITY/ZIP PHONE DATE TERM EXPIRES

NAME & TITLE ADDRESS CITY/ZIP PHONE DATE TERM EXPIRES

4. Location where Game of Chance is to be conducted:

Amvets Post 1
147 Alfred Street
Biddeford, ME 04005

BUILDING

ADDRESS

CITY/ZIP

5. Person responsible for the conduct of the Game(s) of Chance:

JAMES THIBODEAU
NAME

207-598-0020
DAYTIME PHONE & EVENING PHONE

E-Mail Address: jtmthib1@yahoo.com

6. Circle the day(s) of the week you will be conducting Game of Chance:

Mon Tue Wed Thu Fri Sat Sun

7. What time do the doors open? 9:00 AM What time does the game start? 10:00 AM

8. Dates – Please specify weeks (Monday through Sunday), full calendar months or calendar year.

JAN. 2022

MAY 2022

SEPT. 2022

FEB. 2022

JUN 2022

OCT. 2022

MAR. 2022

JUL 2022

NOV. 2022

APR. 2022

AUG 2022

DEC. 2022

9. Does the organization own all the equipment used in operating the Game of Chance? Yes ☒ No ☐

If "NO", Attach a sheet of paper to this application explaining the circumstances under which the equipment was acquired. Please write your organization name and number on the sheet.

10. Has any current officer of this organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine?

Yes ☐ No ☒

If "YES" attach a sheet of paper to this application providing the person's name, address, and date and place of conviction or date and location of pending charge. Please write your organization name and number on the sheet.

11. Does the organization have any delinquent / outstanding Disposition of Funds Reports? Yes ☐ No ☒

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☐ Check here if you have attached a "Letter of Approval". Letters that have an expiration date of greater than five years from the issue date will not be accepted by this office

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Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

Name: _____

Date: _____ Title: _____

15. The applicant agrees to obey Federal, State of Maine laws, and rules governing Games of Chance promulgated by the Department of Public Safety, Gambling Control Unit. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: _____

Print Name: _____ Title: _____

Date: _____ Age 18 or older: Yes ☐ No ☐

**SPECIAL COUNCIL MEETING
NOVEMBER 3, 2021**

*NOTE: Due to COVID-19, this meeting was held virtually (via ZOOM),
and was live streamed on the City's website*

Mayor Casavant called the meeting to order at 11:02 a.m.

Roll Call: William Emhiser, John McCurry, Jr., Stephen St. Cyr, Amy Clearwater, Norman Belanger, Michael Ready, Doris Ortiz, Marc Lessard

Ashanti Williams was excused.

*Discussion/Update: **Emergency authorization to move forward with necessary work for repairs to the River Walk due to recent storm damage collapse***

Code Enforcement Officer Roby Fecteau and Public Works Director Jeff Demers gave an overview and update on the recent storm damage collapse of part of the River Walk wall. With 6.72 inches of rain over the weekend, part of the River Walk wall at 2 Main Street sustained some major damage that needs to be addressed ASAP.

It has been confirmed that the City is responsible for the entire damaged section, so options for funding are being considered. Those funding options include:

- Filing an insurance claim, which is not expected to pay anything
- Roby is filing a Declaration of Emergency with MEMA in hopes of getting Grant money
- The Council may consider using the surplus funds in the current budget.

Motion by Councilor Belanger, seconded by Councilor Ready to proceed with advising Staff to move forward with installing a cofferdam to keep water away from this area; and to do an engineering inspection in order to investigate the damage and come up with a plan and design to fix the River Walk, along with any associated costs for the repair.

Vote: Unanimous.

Motion by Councilor Lessard, seconded by Councilor McCurry to adjourn.

Vote: Unanimous.

Time: 11:56 a.m.

Attest by: _____
Carmen J. Morris, City Clerk

**COUNCIL MEETING
NOVEMBER 4, 2021**

*NOTE: Due to COVID-19, this meeting was held in-person in the Council Chambers,
as well as virtually (via ZOOM),*

Mayor Casavant called the meeting to order at 6:00 p.m.

Roll Call: John McCurry, Jr., Stephen St. Cyr, Amy Clearwater, Norman Belanger,
Michael Ready, Doris Ortiz and Marc Lessard

William Emhiser and Ashanti Williams were excused.

The Council, and all who were present, recited the Pledge of Allegiance.

Consideration of Minutes: **October 19, 2021**

Motion by Councilor McCurry, seconded by Councilor Clearwater to accept the minutes as
printed.

Vote: Unanimous.

Second Reading:

{For a copy of the ordinance amendment and first reading, see the Council Meeting Minutes of
October 19, 2021}

**2021.108) Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-90 – No Parking/Add and
Delete on Foss Street; and Sec. 42-92 – Limited Parking/Delete on Foss Street**

Motion by Councilor Ready, seconded by Councilor Clearwater to grant the second reading of
the ordinance amendment.

Vote: Unanimous.

Orders of the Day:

2021.111

BOARD OF CITY COUNCIL...NOVEMBER 4, 2021

BE IT ORDERED, that the Biddeford City Council does hereby grant approval pursuant with
Title 15 M.R.S.A. §5824(3) & §5822(4)(A) to the transfer of \$3,793.70 in U.S. Currency, or any
portion thereof, on the grounds that the City of Biddeford Police Department did make a
substantial contribution to the investigation of this or related criminal case. ALFSC-CR-2017-
660. These funds shall be transferred to the City of Biddeford, Asset Forfeiture Account 31119-
40576.

Motion by Councilor McCurry, seconded by Councilor Ready to grant the order.

Vote: Unanimous.

Appointments:

CERTIFICATE OF APPOINTMENT
(Title 30-A, M.R.S.A. §2602)

CITY COUNCIL’S OFFICE

MUNICIPALITY OF BIDDEFORD

.....

November 4 A.D. 2021

TO: **Don Furman** of 20 Elizabeth Road, Biddeford in the County of YORK and State of Maine.
There being a vacancy in the position of the **Saco River Corridor Commission**, the Council of
the Municipality of BIDDEFORD does, in accordance with the provisions of the laws of the
State of Maine, hereby appoint you as a **Saco River Corridor Commission Member** within and
for the Municipality of BIDDEFORD, such appointment to be effective until **NOVEMBER 1,**
2024.

Motion by Councilor McCurry, seconded by Councilor Clearwater to confirm the appointment.

Vote: Unanimous.

CERTIFICATE OF APPOINTMENT
(Title 30-A, M.R.S.A. §2602)

CITY COUNCIL’S OFFICE

MUNICIPALITY OF BIDDEFORD

.....

November 4 A.D. 2021

TO: **Sean Tarpey** of 110 Cleaves Street, Biddeford in the County of YORK and State of Maine. There being a vacancy in the position of the **Saco River Corridor Commission**, the Council of the Municipality of BIDDEFORD does, in accordance with the provisions of the laws of the State of Maine, hereby appoint you as a Saco River Corridor Commission Alternate within and for the Municipality of BIDDEFORD, such appointment to be effective until NOVEMBER 1, 2024.

Motion by Councilor McCurry, seconded by Councilor Clearwater to confirm the appointment.
Vote: Unanimous.

Public Addressing the Council...(5 minute limit per speaker; 30 minute total time limit):
There were no public comments.

City Manager Report:
Chief Operating Officer Brian Phinney gave a brief update on the River Walk wall collapse from earlier this week. City Staff has been working with the Maine Emergency Management Agency and has submitted the necessary paperwork to request financial assistance with this project.

Other Business:
Councilor Lessard: would like an agenda item for the next Council Meeting for the consideration of funding for the River Walk wall repairs. He suggested that funds come from the already budgeted amount for the River Walk; with the rest of the funding to come from the fund balance.

Councilor Clearwater: recognized City Clerk Carmen Morris and her Staff for another well-run election.

Council President Addressing the Council: Councilor McCurry congratulated all the newly elected officials; as well as recognizing those candidates who did not win, but at least ran a campaign.

Councilor McCurry noted that the current Council has very little time and more work to do. He is hoping to get the sewer audit report soon so that can be dealt with at the next Council Meeting.

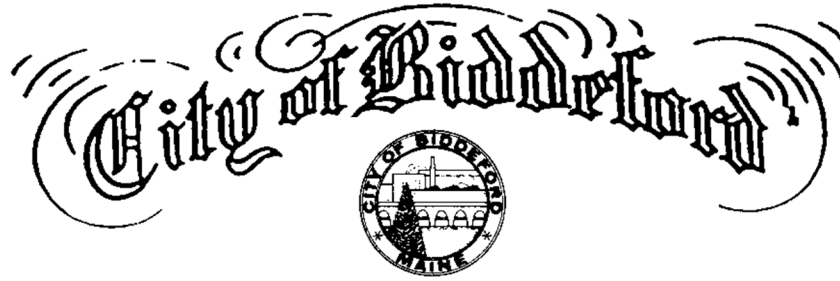
Mayor Addressing the Council: Mayor Casavant also thanked City Clerk Carmen Morris and her Staff for a job well done on Election Day.

Mayor Casavant announced that on Sunday, November 7th at 11:00 a.m., the Biddeford Historical Society will be celebrating and honoring the Veterans of the Revolutionary War in a ceremony at the Meetinghouse.

On Veterans’ Day, November 11th at 11:00 a.m. at Thornton Academy, the Twin City Veterans’ Counsel will hold a special ceremony honoring all Veterans. There will be no parade this year.

Motion by Councilor McCurry, seconded by Councilor Clearwater to adjourn.
Vote: Unanimous. Time: 6:07 p.m.

Attest by: _____
Carmen J. Morris, City Clerk



2021.112 **IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021**
BE IT ORDAINED by the City Council of Biddeford, Maine to amend the Code of Ordinances of the City of Biddeford as follows:

Part III (Land Development Regulations), Article III (Official Zoning Map), is amended to rezone 1 Hills Beach Rd, (Map 51, Lot 11), 583 Pool St, (Map 51, Lot 10), 590 Pool St, (Map 51, Lot 18-1) from Suburban Residential-1 (SR-1) to Institutional (IN).

Note: Following a duly noticed Public Hearing the Planning Board recommended unanimously (4-0 vote) that this amendment be approved.



Biddeford City Council

Meeting Date: November 16, 2021

Meeting Time: 6:00 PM

Agenda Item No: 2021.112

Item Description: Proposed zoning amendments to change the zoning district for the following parcels from Suburban Residential-1 (SR-1) to Institutional (IN): 1 Hills Beach Rd, (Map 51, Lot 11), 583 Pool St, (Map 51, Lot 10), 590 Pool St, (Map 51, Lot 18-1).

Submitted by: Greg Tansley, A.I.C.P., City Planner

Supporting Information/Documentation:

- The University of New England Zone Change Request Application

Key Terms: *Institutional Zone (IN): The purpose of the Institutional Zone is to accommodate college and university uses while minimizing the adverse effects that such uses may have on the predominantly residentially zoned neighborhoods surrounding the institutional zone. All university uses or uses conducted by a college or university shall conform to an institutional master plan approved by the Planning Board in accordance with Article V, Section 11 of this Code.*

Executive Summary: Based on the definition above, it could be reasonably presumed that properties owned by the UNE would be subject to the IN Zone. Over the past 10 years, the UNE has acquired 3 properties and now wish to have them included in the IN Zone.

From Staff's perspective, this is consistent with the intent of the IN Zone. The Planning Board agreed and recommended this amendment be approved by the City Council. In the future, if the University wished to do anything with these properties, those uses/developments would have to be consistent with the UNE Master Plan, which must be approved by the Planning Board.

Detailed Review: See above and the applicant's application package.

Funding Source:

- N/A.

Staff/Planning Board Recommendation:

The Planning Board voted 4-0 in favor of recommending the City Council approve the requested zone amendment.



October 6 2021

Carmen J. Morris, City Clerk
City of Biddeford
P.O. Box 586
Biddeford, Maine, 04005

RE: Rezoning of 3 parcels acquired after the Institutional Zone boundaries were established

Dear Carmen,

The University is pleased to submit an application to rezone three parcels acquired by the University of New England, after the Institutional Zone boundaries were established. These properties are as follows:

- 1 Hills Beach Road, Map 51, Lot 11, acquired 09/01/2010
- 583 Pool Street, Map 51, Lot 10, acquired 07/23/2018
- 590 Pool Street, Map 51, Lot 18-1, acquired 11/26/2018

All three of these parcels are currently zoned SR-1, and are abutting Institutional Zone properties. The University is seeking to have them be rezoned to Institutional Zone, IN. Please see the attached map, *City GIS Map of UNE Parcels to be Rezoned.pfd*, for parcel locations.

The parcel at 1 Hills Beach Road, is currently used as the residence of the President of the University, and for hosting small university events.

The house and the driveway at 583 Pool Street were recently removed, and the lot is currently vacant. The University would like to consider additional landscaping and signage on this parcel.

The property at 590 Pool Street is vacant and the University currently has no plans to utilize the small house that sits on the lot.

Sincerely,

Alan Thibeault,
Vice President for University Operations

Cc: Greg D. Tansley, City Planner
William Emhiser, City Councilor, Ward 1
Betsy Martin, Hills Beach Association
Eric Mora, Director for Campus Planning
Tom Saucier, Site Design Associates

Yours truly

CITY OF BIDDEFORD, MAINE
PLANNING BOARD
P.O. Box 586, 205 Main Street Biddeford, Maine 04005
207-284-9115

APPLICATION FORM

Type of Application:

- ☐ Shoreland Zoning Permit ☐ Site Plan Review ☐ Extraction
☐ Conditional Use Permit ☐ Subdivision ☐ Private Way
☒ Other: Rezoning from SR1 to Institutional Zone (3 abutting parcels)

Applicant Information:

Applicant's Name: Alan Thibeault

Applicant's Mailing Address: 11 Hills Beach Road, Biddeford ME 04005

Applicant's Telephone: 207-602-2253

What is Applicant's legal interest in the property?

- ☒ Owner ☐ Potential Buyer with Contract ☐ Lease/Rental Agreement

Owner's Name: University of New England

Owner's Address: 11 Hills Beach Road, Biddeford ME 04005

Owner's Telephone: 207-283-0170

Agent's Name: _____

Agent's Address: _____

Telephone: _____

Engineer/Surveyor: _____

Engineer/Surveyor's Address: _____

Telephone: _____

Project Location and Lot Information:

Street Address: 1) 1 Hills Beach Rd, Map 51, Lot 11 2) 583 Pool Street, Map 51, Lot 10

Tax Map: _____ Lot: _____ 3) 590 Pool St. Map 51, Lot 18-1

Current Zoning: SR1, SR1, SR1 Shoreland Zoning: 1 Hills Beach, Map 51, Lot 11

Size of lot: 2.0, 0.3, 1.0 ☒ acres ☐ s.f. Lot Frontage: 70', 144', 161'

Existing Use of Property: University/Institutional

Property currently serviced by:

☒ City Road	☐ Private Road
☐ Public Sewer	☒ Septic System
☒ Public Water	☐ Private Well
☐ Public Trash	☒ Private Hauler

Slope Conditions in Area of Construction (if applicable):

☐ Flat (0-3 % slope) ☐ Rolling (3-8% slope) ☐ Hilly (8-15% slope) ☐ Steep (15% + slope)

Are there any wetlands or waterbodies on the site? ☐ Yes ☒ No If yes, attach information

Do you plan to bring fill onto the lot? ☐ Yes ☒ No If yes, attach information

Description of proposed use of property:

Project/Proposed Use Description: Rezone from SR1 to IN, (Institutional Zone)

Property to be serviced by:

☒ City Road	☐ Private Road
☐ Public Sewer	☒ Septic System
☒ Public Water	☐ Private Well
☐ Public Trash	☒ Private Hauler

Is this project part of a larger project? ☐ Yes ☒ No

☒ If in a Shoreland Zone:

Percent of residential lot coverage (Max. 20%): 2%

Percent of structure expansion (Max. 30%): 0%

☐ If Subdivision Review, number of lots proposed: _____

☐ If a Private Way is proposed, number of lots served: _____

☐ If Site Plan Review, you must provide the following information:

Total new square feet footprint of structures: _____

Total new square feet paving/parking: _____

Waiver Requests (attach details):

1. _____
2. _____
3. _____
4. _____
5. _____

Attachments:

A. Letters of Approval

- ☐ Fire Department - Contact - 282-9986
- ☐ Ability to Serve – Maine Water - 282-1543
- ☐ Ability to Serve - Engineering Department (Sewer) - Contact - 284-9118
- ☐ Police Department - E-911 Road Name Designation - Contact - 282-5127

B. Letter to Planning Board describing project, waiver requests, proposed improvements, addressing permit requirements, etc.

C. Photographs of site.

D. Architectural renderings/drawings of proposed buildings, as required.

E. Engineered Plans, as required.

Fees (due at time of application):

Refer to "Attachment A Fees and Charges" of the Land Development Regulations for more information. Consult with Planning Staff if you have questions.

Required Signatures:

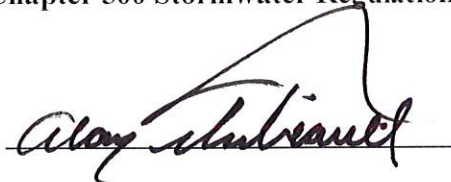
By signing this application, as the foresaid applicant or authorized agent:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and it's attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party.
- I understand that additional funds may be required through the course of review for special studies, legal review costs, and/or engineering review.
- I understand that by submitting this application I am not guaranteed a place on any particular agenda. I further understand that the City Planner will place me on an agenda for review when the application is deemed substantially complete.

☐ Project proposed to have 1 acre or more of site disturbance:

-Project may need to apply for a Maine Construction General Permit and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.

Signature of applicant:

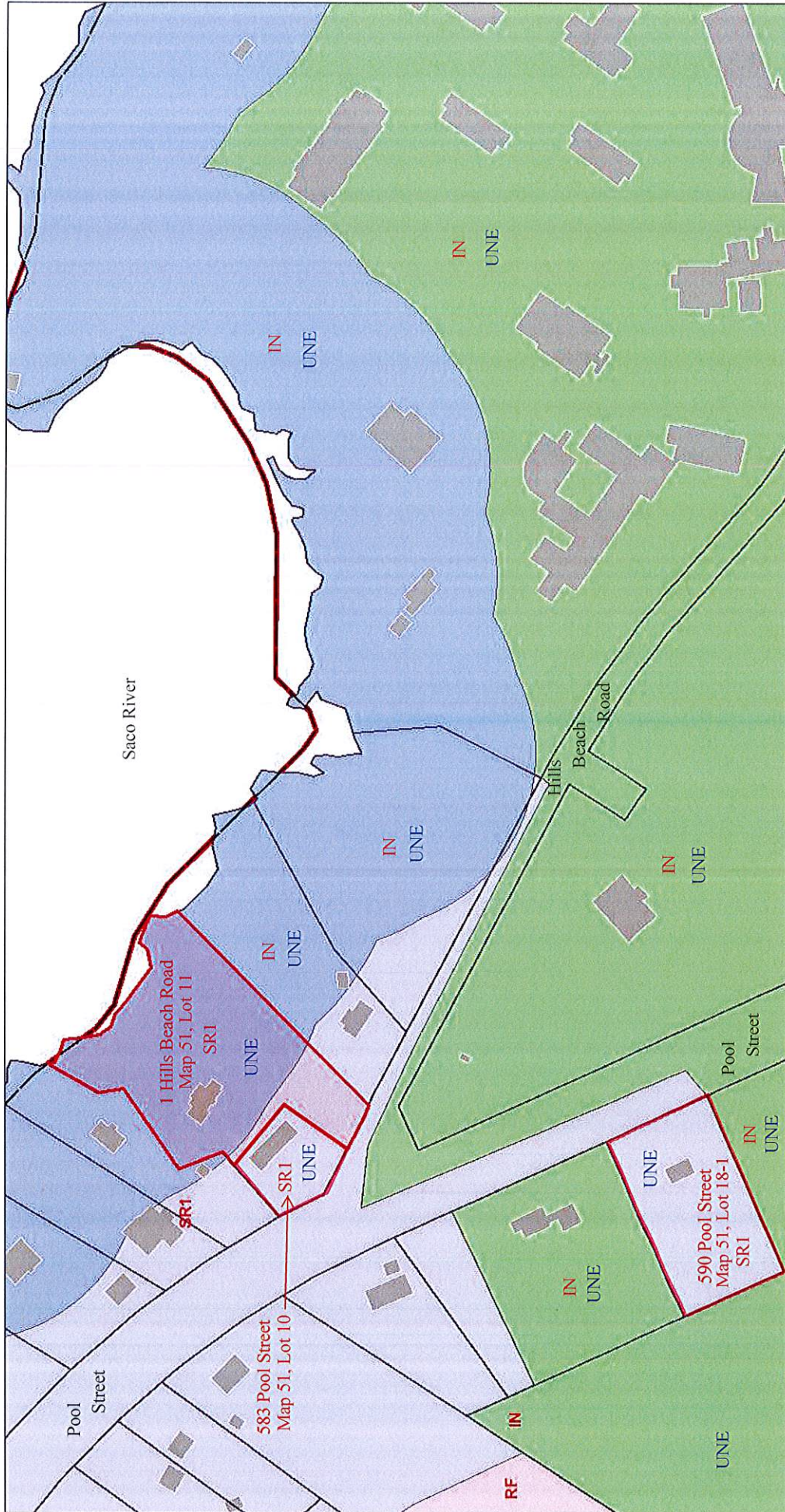


Date: 10/6/21

Signature of owner of property:

Date: _____

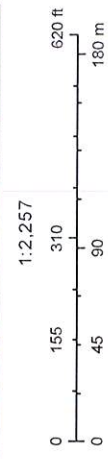
UNE Parcels to be rezoned



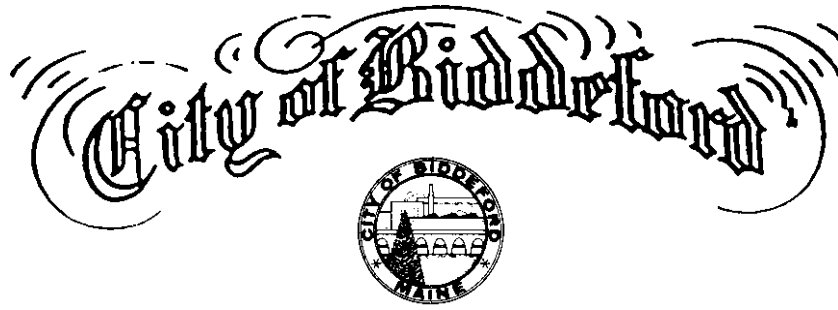
September 14, 2021

- Municipal Boundaries
- Parcels
- Buildings
- APO
- CFMA
- GD-1
- GD-2
- LC
- LR
- MHP
- RP
- RP-1
- SP
- B1
- B2
- CR
- I1
- I2
- I3
- IN
- LRF
- M
- MSRD1
- MSRD2
- MSRD3
- OR
- R1A
- R2
- R3
- RF
- SR1
- W1
- W2
- W3
- Parcels to be Rezoned**

Data and scale shown on this map are provided for planning and informational purposes only. Biddeford, ME and Vision Government Solutions are not responsible for any use for other purposes or misuse or misrepresentation of this information. Powered by Esri Technology



Sources: Esri, Airbus DS, USGS, NASA, CIGAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatasystemen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community



2021.113

IN BOARD OF CITY COUNCIL..NOVEMBER 16, 2021

BE IT ORDERED, that the City Council of the City of Biddeford per Biddeford Code of Ordinances, Part III (Land Development Regulations), Article V (Establishment of Zones), Section 9.F.2, does hereby advise the Planning Board of its endorsement of the concept of a new Contract Zone for 200 Graham Street, LLC, as outlined in the letter *Gorrill-Palmer* dated October 26, 2021, to allow for the redevelopment of 200-208 Graham Street into 72 residential market rate apartments.



Biddeford City Council

Meeting Date: November 18, 2021

Meeting Time: 6:00 PM

Agenda Item No: 2021.113

Item Description: 200-208 Graham Street Contract Zone Request

Submitted by: Mathew Eddy, Director, Planning and Development
Greg Tansley, A.I.C.P., Deputy Director of Planning and Development/City Planner

Supporting Information/Documentation:

- 420 Alfred Street Contract Zone Request Letter dated October 26, 2021 (attached)
- [Biddeford Code Of Ordinances, Part III \(Land Development Regulations\), Article V \(Establishment of Zones\), Section 9 \(Contract and Conditional Zoning\).](#)

Key Terms: *Contract Zoning:* “Contract zoning” is where a property owner or person/entity with interest in property accepts certain conditions or restrictions not imposed on other similarly zoned properties in return for the rezoning of the property as a “Contract Zone”. Contract zones are typically best-suited for unique or unusual projects that are generally consistent with existing or allowed uses in the existing zones.

Executive Summary:

The Applicant has requested a new Contract Zone for 2001-208 Graham Street to allow the redevelopment of the site into 72 market rate apartments. The Contract Zone is needed to achieve the density proposed by the applicant.

The City Planner has discussed the proposal with the Code Enforcement Officer and they are of the opinion that the proposed project meets, or will meet, the conditions outlined in LDR, Article V,D. as outlined below under “Detailed Review”.

If the City Council *endorses*¹ the proposed project, it will commence review through the Planning Board. If it does not *endorse* the proposed project, the project stops.

¹ The term “endorse” is not used lightly. The City of Biddeford Code of Ordinances explicitly uses this term for cause. A significant amount of resources (time and money) would be expended by an applicant if they proceed with a Contract Zone. As such, Staff are obligated to present these requests to the City Council consistent with the Code of Ordinances, which means the Council Order is written to include the word “endorse”, consistent with the [Biddeford Code of Ordinances, LDR, Article V, F.3.](#)

Detailed Review:

Per LDR, Article V,F. the City Planner has discussed the proposal with the Code Enforcement Officer and they are of the opinion that the proposed project meets, or will meet, the conditions outlined in LDR, Article V,D. as outlined below:

D. Mandatory conditions. Any zone change adopted pursuant to this section shall:

- 1. Be consistent with the Comprehensive Plan of the City of Biddeford; The existing Comprehensive Plan has identified the area around 5-Points Intersection as a growth area served by public sewer, water, and transit. The Comprehensive Plan identified the underlying zoning to be residential. Housing needs were clearly identified in 1999, and those needs have not gone away today. As such, the request appears to be consistent with the Comprehensive Plan.*
- 2. Be consistent with the existing or permitted uses within the original zone; The existing R-2 Zone permits residential uses in the zone, just not at the density desired here by the applicant. Other residential projects in the vicinity are at higher densities such as McArthur Home on Elm Street and numerous other multi-family projects scattered throughout the R-2 District in Biddeford. As such, this condition appears to be met.*
- 3. Only include conditions and restrictions which relate to the physical development or operation of the property; The Planning Board is required to review a Contract Zone through either Site Plan or Subdivision Review (or both) which both focus on the physical development or operation of the property. Since their review is narrowly focused in these areas, this condition appears to be inherently met.*
- 4. Be subject to an agreement executed by authorized representatives of both the property owner and the City of Biddeford for the implementation and enforcement of all terms and conditions imposed and agreed to by the parties pursuant to this section. Said agreement shall be recorded at the York County Registry of Deeds and a copy placed on file in the municipal offices. If approved, the City Council Approval will include an acceptable Agreement to satisfy this requirement.*

One final comment regarding this location. Staff worked with affordable housing developers to develop this site as a low-income housing, tax credit project. After running through pro-formas, the developers walked away from this project. It lacked the density, and therefore cost effectiveness, to propose it for a low-income housing tax credit. The primary reason noted was the competitive nature of tax

credit applications with Maine Housing; this project was thought to not be competitive, given cost implications at the time.

Funding Source:

- N/A.

Staff/Planning Board Recommendation:

The City Planner and Code Enforcement Officer have discussed the proposal and both are of the opinion the Contract Zone proposal satisfies the conditions outlined above. The proposal for multi-family housing is consistent with uses already allowed in the R-2 Zone (residential). If the City Council endorses this request it will be sent to the Planning Board for further review and the development of a Contract Zone for future City Council consideration.

October 27, 2021

Mr. Greg Tansley, City Planner

City of Biddeford
PO Box 586
Biddeford, ME 04005

**Subject: Contract Zoning Application
200 & 208 Graham Street
Proposed 72 Unit Residential Development
Tax Map 28; Lots 58 & 59**

Dear Greg:

Enclosed please find the Contract Zoning Application submitted by **200 Graham Street LLC** for property located at 200 & 208 Graham Street (Tax Map 28, Lots 58 & 59) which is comprised of the two lots totaling approximately 1.63 acres. The site is located in the R2 Zone where the net residential density is 4,500 SF/unit. The unit density limits the site as zoned to only 15 residential units and the applicant is seeking to develop a 72-unit project. Currently the applicant has a Purchase & Sale Agreement with HHH LLC which is included in Attachment A to this submission. Also contained in Attachment A is the current deed for the property as recorded in YCRD Book 18507; Page 525. As was previously discussed with City Staff and the Applicant, Contract Zoning to allow increased residential density appears to be appropriate for the proposed development.

The project site is comprised of a parcel totaling approximately 1.63 acres and it currently contains a vacant building that formerly housed offices associated with the State of Maine Department of Health and Human Services. The vacant building size is approximately 21,666 SF with a parking lot containing approximately 59,000 SF of pavement. Nearby land uses include the Burger King Restaurant towards the west, Walgreens Pharmacy to the northwest, private residential to the north and to the east across Graham Street Extension the Woodlawn Cemetery is located to the south, across West Street.

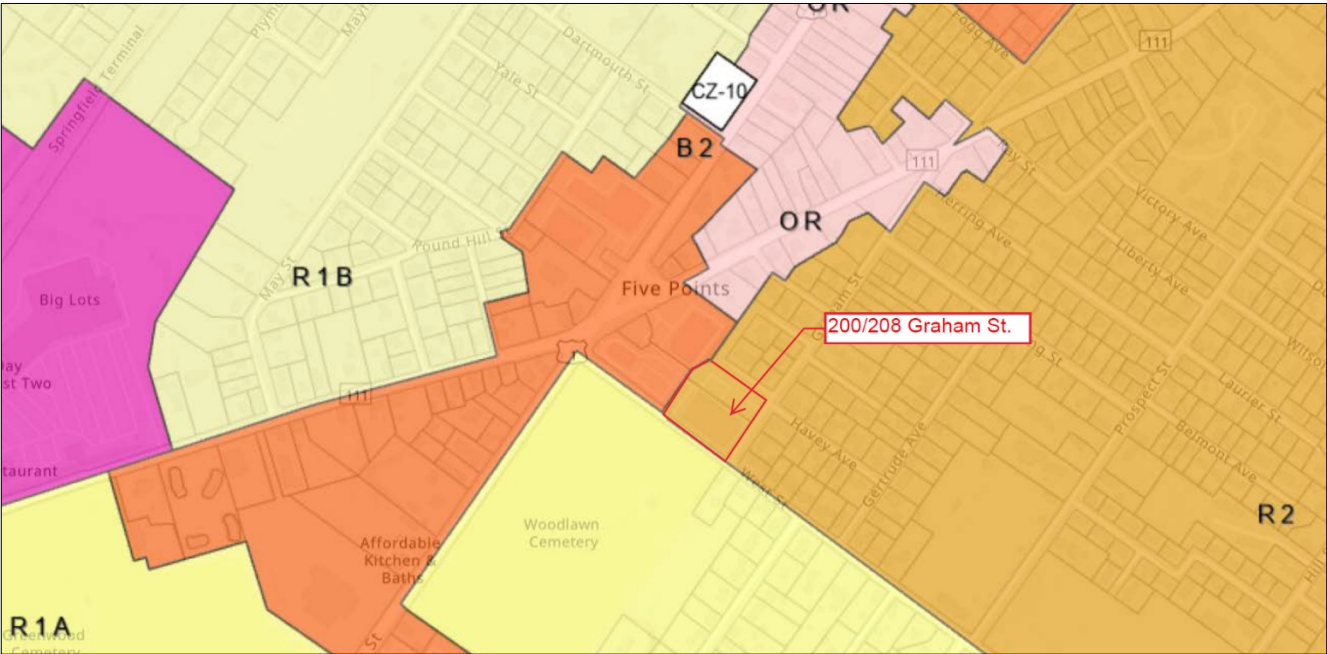


View from the Corner of Graham Street Extension and West Street

The project site is proposed to be redeveloped through the construction of a new 24,000± SF building with approximately 72 market rate one and two-bedroom units with 90 parking spaces. The existing building would be demolished and replaced with a new three-story structure. The existing building is not considered to be in good enough shape for practical reuse at this time. We have included a Conceptual Site Plan with this letter for ease of review.



The site is within the R2 zoning district as identified on the City’s Zoning Map.



While this use is allowed by the existing zoning, the dimensional requirements of the site will not allow the requested density to be achieved. Only 15 units would be allowed based on the overall lot size as shown on the Dimensional Requirements Table as shown:

TABLE 1 – DIMENSIONAL REQUIREMENTS R-2 Residential Zone		
Space and Bulk Regulation	Required R-2 (Water & Sewer)	Proposed
Minimum Lot Size/size per unit	4,500 SF	71,003 SF lot size and Approx. 986 SF/unit
Minimum Street Frontage	45'	
Minimum Yard Setbacks**: From Major ROW From other ROW Side Rear	25' 15' 5' 5'	
Maximum Building Height+	3 Stories/35'	
Residential Density Factor (71,003 SF)	1 Dwelling Unit/4,500 SF (15 Units)	72 Contract Zone Request
Parking	2 spaces per dwelling unit (1 if designed exclusively for, and occupancy is restricted to 1 BR or studio apartments)	86 spaces on site and 10 spaces on West Street for total of 96 spaces

For this reason, we are formally requesting a Contract Zone for the increased density. Based on the discussion we had with Matt Eddy, the Biddeford Economic and Community Development Director, this approach is recommended to achieve the 72 unit density desired.

In accordance with Article V, Section 9 Contract and Conditional zoning Part D, we offer the following evidence in support of the Contract zoning request:

1. *Be consistent with the Comprehensive Plan of the City of Biddeford;*

Supporting Evidence: Residential housing opportunities are keenly outlined in the Comprehensive Plan working drafts available on the City's website as necessary. Biddeford will continue to see population growth and demand for living units across the spectrum of affordable to market rate levels. The proposed development site uses a previously developed lot and provides market rate apartment housing density in an area that benefits from proximity to the City's downtown core, the primary travel corridors, schools, local services, recreational and employment opportunities. The proposal for increased residential density in this location is harmonious with the overall Comprehensive plan.

2. *Be Consistent with the existing or permitted used within the original zone;*

Supporting Evidence: The current zoning is Residential R2 which specifically promotes multi-family housing opportunities.

3. *Only include conditions and restrictions which relate to the physical development or operation of the property;*

Supporting Evidence: The applicant is requesting increased density to allow 72 market rate apartment units on a 1.63 acre property. The dimensional standards for the R2 have reasonable setback provisions however, the applicant is open to further discussion with City Planning staff on adjustments to setbacks, buffers etc. that may improve the overall layout and use of the site.

4. *Be Subject to an agreement executed by Authorized representatives of both the property owner and the City of Biddeford for the implementation and enforcement of all terms and conditions imposed and agreed to by the parties pursuant to the section. Said agreement shall be recorded at the York County Registry of Deeds and a copy placed on file in the municipal offices.*

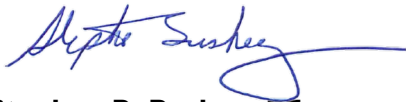
Supporting Evidence: This condition is ongoing as part of the process for review and ultimate endorsement by the Council and Planning Board.

Please accept this letter as a request to the City Council at their next available meeting to consider endorsing this project to the Planning Board for Contract zoning as it reviews the project for Site and Subdivision Plan approval. We understand that the final review and approval of the Contract Zone would be at a later date subsequent to the Planning Board making a recommendation to the City Council.

If you have any questions with the material being submitted or need additional information, please feel free to contact my office. Thank you.

Sincerely,

GORRILL-PALMER



Stephen R. Bushey, PE

Sr. Associate

sbushey@gorrillpalmer.com

Attachment: Purchase & Sale
Deed
Conceptual Site Plans

c: Kerry Anderson

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ATTACHMENT A

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT is made this 22nd day of April, 2021 (the "Effective Date"), by and between **H.H.H., LLC**, a Maine limited liability company with mailing address of c/o Nicholas J. Morrill, Jensen Baird, Ten Free, Street, P.O. Box 4510, Portland, Maine 04112 (hereinafter called "Seller"), and **200 Graham Street LLC**, a Maine limited liability company with a mailing address of P.O. Box 6799, Scarborough, ME 04070 (hereinafter called "Purchaser").

In consideration of the covenants hereinafter set forth, Purchaser and Seller hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller, for the price and upon the terms and conditions hereinafter set forth, the real estate and improvements located at 200 and 208 Graham Street, Biddeford, Maine, being described in a Quitclaim Deed with Covenant from Delta Realty, dated December 29, 2020 and recorded in the York County Registry of Deeds in Book 18507, Page 525, together with all improvements thereon, and all appurtenant rights and easements thereto (the "Property").

2. Purchase Price. The total purchase price for the Property shall be ~~XXXXXX~~ ~~XXXXXX~~ Dollars ~~XXXXXX~~ (the "Purchase Price"), and payable as follows:

(a) one business day following the expiration of the Investigation Contingency Date, ~~XXXXXX~~ shall be paid by Purchaser to The Dunham Group Holdings, LLC ("Escrow Agent"), as a non-refundable, except as set forth in this Agreement, earnest money deposit (the "Initial Deposit"), as security for Purchaser's performance under this Agreement; and

(b) the balance of the Purchase Price shall payable at Closing by confirmed wire transfer.

3. Inspections; Approvals. Purchaser's obligations under this Agreement are subject to and contingent upon:

(a) Inspections. Through and including ninety (90) days from the Effective Date of this Agreement (the "Investigation Contingency Date"), any and all inspections, surveys and investigations (the "Investigations") of the Property satisfactory to Purchaser in its sole discretion for the purpose of determining the suitability of the Property for the development of a multi-story residential apartment project (the "Project").

Purchaser and its agents and invitees shall have the right to enter, survey, inspect and investigate surface and subsurface soil conditions, provided that the Property is restored to its original condition following disturbance of the Property. Purchaser agrees to provide evidence of commercial general liability insurance in an amount not less than \$1,000,000.00 that names Seller as an additional insured. In addition, Purchaser agrees that any third-party inspector, contractor or sub-contractor performing Inspections at the Property shall have general comprehensive liability insurance in an amount not less than \$1,000,000.00; and upon Seller's request, Purchaser shall



provide evidence of the same to Seller.

If the result of any Investigation or other condition otherwise is unsatisfactory to the Purchaser, then Purchaser may terminate this Agreement by notice to Seller sent on or before the expiration of Investigation Contingency Date. If Purchaser terminates the Agreement in accordance with the foregoing, then Escrow Agent shall promptly deliver the Deposit to Seller, and thereafter each and every obligation of the parties under this Agreement shall thereupon terminate.

If Purchaser does not notify Seller that the Investigations are unsatisfactory by the Investigation Contingency Date, the Investigations contingency shall be deemed to have been waived by Purchaser. In the absence of inspection(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the Property.

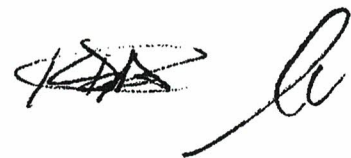
If Purchaser does not close on the acquisition of the Property for any reason, except for as a result of a default by Seller, it shall deliver to Seller, at no cost, all surveys, environmental studies and reports, engineering plans, geotechnical studies, architectural plans, surveys, title examination results, traffic studies and any other due diligence resulting from or related to the Inspections.

(b) Approvals. Receipt of all applicable and necessary State and municipal permits and approvals for the Project, including, without limitation, approval by the City of Biddeford to rezone the Property (or to enter into a contract zone agreement) to accommodate the Project, subdivision and site plan approval, which shall be the sole cost of the Purchaser (the "Approvals"). Purchaser agrees to diligently, and in good faith, pursue its necessary permits and Approvals, and Seller agrees to cooperate with Purchaser in the same. Upon request by the Seller, the Purchaser shall promptly provide Seller with reasonable evidence of the status of Purchaser's efforts to obtain the Approvals.

Purchaser agrees to pay to Escrow Agent a non-refundable additional deposit, [REDACTED] forth in this Agreement, [REDACTED], and together with the Initial Deposit, the "Deposit") for each thirty day period that it is pursuing its Approvals, up to a total of nine (9) thirty-day periods (said 270-day period being the "Approvals Contingency Period"), starting with the thirty day period commencing one day following the expiration of the Investigation Contingency Date. The Deposit shall be held in escrow by Escrow Agent pursuant to this Agreement, and unless released to either party pursuant to the terms of this Agreement, credited towards the Purchase Price at Closing.

If Purchaser fails to obtain the Approvals on or before the expiration of the Approvals Contingency Period or determines prior thereto that Approvals are unlikely to be obtained and therefore abandons the effort to obtain Approvals, the Purchaser may elect to terminate this Agreement, and thereafter neither party shall have any obligations under this Agreement. If Purchaser terminates the Agreement in accordance with the foregoing then Escrow Agent shall promptly deliver the Deposit to Seller, and thereafter each and every obligation of the parties under this Agreement shall thereupon terminate.

4. Evidence of Financial Capacity. Purchaser's obligations under this Agreement are not subject to or contingent upon its ability to obtain financing. Notwithstanding the foregoing,



Purchaser shall deliver to Seller, no later than sixty (60) days following the Investigation Contingency Date, reasonable evidence that it has sufficient financial capacity or a loan commitment to purchase the Property. If Purchaser fails to provide such evidence, Seller may elect to terminate this Agreement whereupon Escrow Agent shall promptly deliver the Deposit to Seller, and thereafter each and every obligation of the parties under this Agreement shall thereupon terminate.

5. Closing. Closing shall occur on the earlier to occur of April 22, 2022, or within thirty (30) days after Purchaser has obtained all Approvals, with all appeal periods having expired.

6. Conveyance; Title. At the Closing, Seller shall execute and deliver to Purchaser a good and sufficient statutory short-form Quitclaim Deed with Covenant, conveying to Purchaser the Property in fee simple, with insurable title subject to the Special Exceptions in Schedule B, Part II the owner's title insurance policy attached hereto as **Exhibit A** and free of all liens and mortgages. In the event that Seller on the Closing date cannot deliver title in such condition, the Closing date shall be postponed for a period of thirty (30) calendar days and if such defect is removed by Seller during such thirty (30) calendar day period, Purchaser may either (a) terminate this Agreement, in which case the Escrow Agent shall promptly return the Deposit to Purchaser, and all parties hereto shall be released from their obligations hereunder; or (b) consummate the purchase of the Property in accordance with this Agreement, with no reduction in the purchase price.

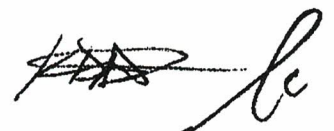
7. Possession. Possession of the Property shall be given to Purchaser at Closing, free and clear of all leases, tenants or parties in possession.

8. Prorations; Adjustments. The following items shall be prorated as of the date of closing: Real estate taxes for the current municipal tax year prorated over the period of the local municipal tax year. Utilities provided to the Property prior to closing will be paid by Seller and Purchaser will establish new accounts in Purchaser's name for such utilities from the closing thereafter.

9. Transfer Taxes. Seller and Purchaser shall each pay their own real estate transfer tax as assessed by Maine law.

10. Risk of Loss. Prior to closing, the risk of loss, damage or destruction of the Property shall be assumed solely by the Seller. If the Property is damaged or destroyed prior to closing, Purchaser may terminate this Agreement, or close this transaction and accept the Property "as is" together with an assignment of any insurance proceeds relating thereto.

11. Default. In the event Purchaser fails to close the purchase of the Property in accordance with the provisions of this Agreement, the Seller may retain the Deposit as liquidated damages, or bring an action for specific performance. In the event Seller fails to close the sale of the Property in accordance with the provisions of this Agreement, the Purchaser may receive the return of the Deposit from Escrow Agent as liquidated damages, or bring an action for specific performance. Prior to exercising any such remedies, a party shall give the defaulting party written notice and ten days' opportunity to cure.

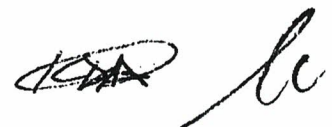
A handwritten signature in black ink, appearing to be "K. A. [unclear]".

12. Brokerage. Purchaser and Seller represent and warrant to each other that no real estate commission is due to any person except NAI The Dunham Group, which Seller agrees to compensate at Closing under a separate listing agreement. Each party shall indemnify and hold the other harmless from and against the claims, including attorneys' fees, and all other costs and expenses incurred as a result of such claims, arising out or by reason of the assertion by any other person of a claim for a broker's commission in this transaction if the claim is based upon conversations, telephone calls, communications or dealings of any kind with either party.

13. Escrow Agent. Escrow Agent shall be responsible for holding and disbursing the Deposit in accordance with the terms of this Agreement, and the duties and responsibilities of Escrow Agent shall be determined solely by the express terms and provisions of this Agreement. Escrow Agent shall hold the Deposit in escrow, in a non-interest bearing account. Escrow Agent, may, at its option, require the receipt, release and authorization in writing of all parties before paying money or delivering or redelivering documents or property to any party or to third parties. If there is a dispute regarding the disposition of the Deposit, then Escrow Agent shall not distribute the Deposit until directed by joint written instructions from Seller and Purchaser or until receipt of a final judgment of a court with appropriate jurisdiction. As an alternative thereto, Escrow Agent may tender the Deposit into a court of appropriate jurisdiction and interplead both parties hereto and thereafter be free from any further obligation to the parties or hereunder. Escrow Agent may decline to act and shall not be liable for failure to act if in doubt as to its duties and responsibilities hereunder. Escrow Agent shall have the right to consult with counsel of its own choosing in the performance of its duties and responsibilities hereunder, and shall not be liable for any action taken in good faith in reliance upon the advice of counsel. Escrow Agent may act upon any instrument or signature reasonably believed by Escrow Agent to be genuine and may assume that any person purporting to give any notice or instruction hereunder, reasonably believed by Escrow Agent to be authorized, has been duly authorized to do so. Escrow Agent is not charged with any knowledge of or any duties or responsibilities, except as set forth in this Agreement. Except for willful misconduct or breach of this Agreement by Escrow Agent, Escrow Agent shall be excused from all responsibility, including insolvency of any depository, absolutely. Except for willful misconduct or breach of this Agreement by Escrow Agent, Seller and Purchaser do hereby jointly and severally indemnify and hold harmless Escrow Agent and its agents and representatives from all loss or damage Escrow Agent may sustain in connection with Escrow Agent's performance hereunder. These provisions of this Section shall survive the Closing or the earlier termination of this Agreement and may not be amended without the prior written consent of Escrow Agent.

14. Successors and Assigns. This Agreement is personal to Purchaser. Purchaser may not assign this Agreement, except that Purchaser may assign this Agreement to another entity of which Kerry D. Anderson is the majority and controlling principal. Any purported assignment of this Agreement in violation hereof shall be voidable at the option of Seller. Seller's refusal to consent to an assignment hereof shall not entitle Purchaser to terminate this Agreement or give rise to any claim for damages against Seller.

15. Interpretation. All representations, statements and agreements heretofore made between the parties are merged into this Agreement, which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for

A handwritten signature in black ink, appearing to be 'Kerry D. Anderson', is written over a horizontal line.

investigation, neither party relying any statements or representations not contained in this Agreement, made by the other on his behalf. This Agreement shall be interpreted and enforced according to the laws of the State of Maine.

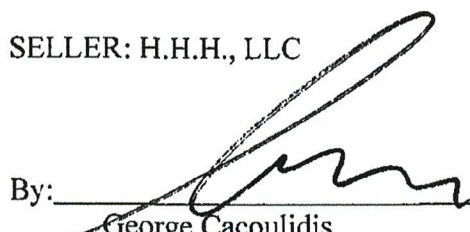
16. Waiver of Disclosure. Buyer hereby agrees that, notwithstanding the provisions of 33 M.R.S. § 193, the investigation of any and all matters relating to (i) the identification of any abandoned or discontinued town ways, public easements, or private roads located on or abutting the Property and (ii) the identification of the party or parties responsible for the maintenance of any abandoned or discontinued town way, public easement, or private road located on or abutting the Property (including any responsible road association) shall be the sole responsibility of Buyer and has been performed as part of Buyer's examination of all other matters of title respecting the Property. Buyer hereby knowingly, unconditionally, and expressly waives its right to receive a property disclosure statement from Seller pursuant to 33 M.R.S. § 193. Buyer's waiver of their right to receive a property disclosure statement from Seller pursuant to 33 M.R.S. § 193 shall not constitute a waiver of any other rights to disclosure afforded to Buyer pursuant to this Agreement or by law unless otherwise expressly provided herein.

A COPY OF THIS AGREEMENT IS TO BE RECEIVED BY ALL PARTIES AND BY SIGNATURE RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED, WHEN FULLY EXECUTED THIS IS A BINDING AGREEMENT.

WITNESS:

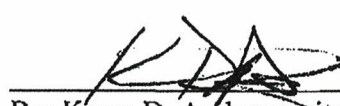
SELLER: H.H.H., LLC

By: _____


George Cacoulidis
Title: CEO

WITNESS:

PURCHASER: 200 Graham Street LLC


By: Kerry D. Anderson, its Manager

DLN: 1002040127065

QUITCLAIM DEED WITH COVENANT

KNOW ALL PERSONS BY THESE PRESENTS, that, **DELTA REALTY LLC**, a Maine limited liability company with a principal place of business and mailing address of 380 Warren Avenue, Portland, Maine 04103, for consideration paid, grants to **H.H.H. LLC**, a Maine limited liability company with a mailing address of c/o Tom Hanson, Bernstein Shur, 100 Middle Street, Portland, Maine 04101, with QUITCLAIM COVENANT, the land and improvements in the City of Biddeford, County of York and State of Maine, bounded and described as follows:

Maine R.E. Transfer Tax Paid

A certain lot or parcel of land, together with the buildings thereon, situated in the City of Biddeford, County of York and State of Maine, at the intersection of West and Graham Streets, and being more particularly bounded and described as follows: Commencing at the intersection of said West and Graham Streets at a point marked by a spike set in the tar; thence running northwesterly by said West Street three hundred forty-six and forty-five hundredths (346.45) feet to an iron set in the ground and the southerly corner of land now or formerly of Harry B. Center, formerly of one Irving; thence northeasterly by said other land of said Center one hundred fifty-one and seventy-seven hundredths (151.77) feet to an iron set in the ground; thence southeasterly by land now or formerly of one George seventy and eighty-five hundredths (70.85) feet to an iron set in a boulder; thence southeasterly by other land now or formerly of said Center to a point located on the northwesterly side of said Graham Street and distant northeasterly one hundred fifty-one and seventy-seven hundredths (151.77) feet from the point of beginning; thence southwesterly by said Graham Street one hundred fifty-one and seventy-seven hundredths (151.77) feet to the point of beginning.

Also, five certain lots or parcels of land situated in the City of Biddeford, County of York and State of Maine, being Lots No. 20, 21, 22, 23 and 24, according to Plan Showing Land of Harry B. Center & Joseph Havey recorded in the York County Registry of Deeds in Plan Book 14, Page 25, reference to which is hereby made for a more particular description of the property herein conveyed.

Also another certain lot or parcel of land, with the buildings thereon, situated at Five Points, so-called, in the City of Biddeford, County of York and State of Maine, being more particularly bounded and described as follows: Beginning at the easterly corner of the intersection of West and Elm Streets; thence northeasterly by Elm Street sixty-two and eighty-seven hundredths (62.87) feet; thence easterly by Alfred Street sixty-eight and thirty-eight hundredths (68.38) feet to land now or formerly of one Whalen; thence southeasterly by said Whalen land by two courses one hundred thirty-two and five tenths (132.5) feet; thence easterly by said Whalen land forty (40) feet to land formerly of one Grenier; thence southeasterly by said Grenier land one hundred five and five tenths (105.5) feet to other land now or formerly of Harry B. Center; thence southwesterly by said land of said Center one hundred fifty-six and sixty-three hundredths (156.63)

feet to said West Street; thence northwesterly by said West Street three hundred four and seventy-seven hundredths (304.77) feet to the point of beginning.

Excepting from the above-described premises so much as was taken by the State of Maine by Notice of Layout and Taking, recorded in the York County Registry of Deeds in Book 1677, Page 225.

Excepting from the above-described premises so much as was conveyed by Harlow G. Sternberg to Biddeford Limited Partnership by deed dated July 14, 1986 and recorded in the York County Registry of Deeds in Book 3921, Page 265.

Being the same premises conveyed to Delta Realty LLC by virtue of a Quitclaim Deed from 122 Tom Nevers Road Realty Trust dated January 24, 2020 and recorded in the York County Registry of Deeds in Book 18156, Page 155.

IN WITNESS WHEREOF, Delta Realty LLC has caused this instrument to be signed and sealed in its company name by Nicholas J. Morrill, its Authorized Attorney, thereunto duly authorized this 29th day of December, 2020.

DELTA REALTY LLC
a Maine limited liability company

Bethany A.W. Gain
Witness

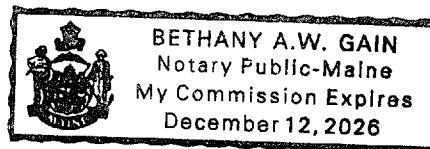
By: Nicholas J. Morrill
Nicholas J. Morrill
Title: Authorized Attorney

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

December 29, 2020

Then personally appeared before me the above named Nicholas J. Morrill, Authorized Attorney of Delta Realty LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of Delta Realty LLC.

Bethany A.W. Gain
Notary Public ~~Attorney at Law~~
Name:
Commission Expiration:





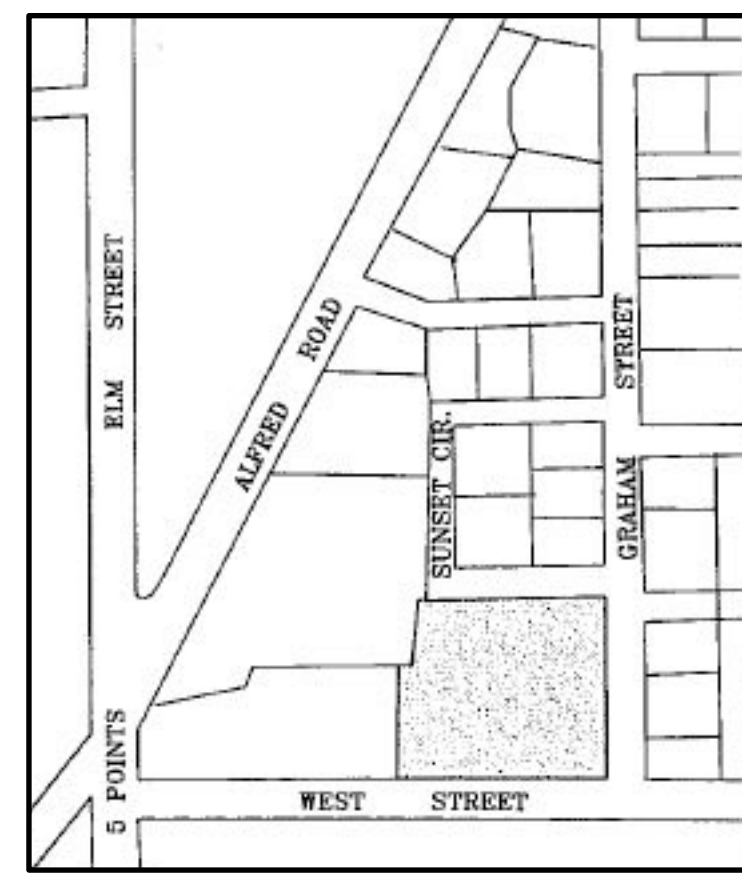
CARDINAL DEVELOPMENT INC.
Scarborough, Maine

Imai Keller Moore Architects

August 2021

WEST STREET APARTMENTS

BIDDEFORD MAINE



LOCATION MAP

zoning setback lines (R2)
25' front
5' side and rear
15' from secondary street

RITE AID

HOUSE

HOUSE

HOUSE

SUNSET CIRCLE

HAVEY AV.

N/F
SANDLER
1737/448

STOCKADE FENCE AROUND LP-GAS TANKS

INSTALL LP-GAS TANKS PER NFPA REGULATIONS

STORAGE SHED MEET ZONING SETBACKS

REMOVE EXIST. UNDERGROUND LP-GAS TANK

SPEED BUMP (TYP)

DRIVE THRU

BURGER KING

N/F
MAINE CHANCE GROUP
4773/167

EXISTING G TO BE REM
LANDSCAPE STRIP (TYP)

INSTA BUMP

utility and storage buildings

86 SPACES
(INCL. 4 H/C ACCESSIBLE)

utility and maintenance

B

B

B

B

B

lobby

community

mtg.

off.

A

A

B

A

A

A

C

C

C

A

A

A

A

A

A

A

A

Resident Terrace and Shade Structures at the Main Entrance

EXISTING ENTRANCE/EXIT TO BE MAINTAINED

VISITOR PARKING SIGN

HOUSE

EXISTING 8'X6' WOOD SIGN
STATE OF MAINE
DEPARTMENT OF HUMAN SEVI

HOUSE

HOUSE

WEST STREET

WEST STREET APARTMENTS

BIDDEFORD MAINE

CARDINAL DEVELOPMENT INC.
Scarborough, Maine

Imai Keller Moore Architects

August 2021

Paul



Finance Committee / City Council

Meeting Date: November 16, 2021

Meeting Time: 5:00 PM – 6:00 PM

Agenda Item No: [match agenda item #]

Item Description: Electric Vehicle Charging Stations

Submitted by: Jeff Demers Director Public Works/Waste Water

Supporting Information/Documentation:

9-27-2021 Request for Bids

10-11-2021 Revision Energy Bid

10-11-2021 All-Pro Bid

10-26-2021 Location map of chargers to be installed

Executive Summary:

The Biddeford Public Works Department is looking for the approval for the purchase and installation of two (electric vehicle dual port EV Chargers). The location of the charging units will be at the following locations. One at city hall and one at the Public works facility (see attached map under supporting documents for locations). These chargers will be used to charge the two electric grant vehicles the city has obtained. These chargers will also be available to any individual that is looking to charge a vehicle. Warranty is through All Pro Electric.

Detailed Review:

The two locations picked are the best locations for the power consumption needs and wireless service to host the dual charging units. All power consumptions will be billed out through the Charge point software. The Charge point CT 4000 is a highly versatile fully networked smart charger that has advanced user interface. The city will be the host that will maintain an annual network subscription which is part of this purchase for one year. The city will be compensated at the going rates for power consumption per user. Billing will be done through the charge point network system overseen by the finance office.

Funding Source:

Capital Funds

Staff Recommendation:

Public works received two proposals. Public works recommends All-Pro Electric the low bidder for this project at \$38,900.

REQUEST FOR BIDS

Supply and install Two Electric Vehicle Charging Stations

Disclosure: BIDS shall be kept confidential until a contract is awarded. The City of Biddeford (City) reserves the right to request clarification of any proposal term from prospective suppliers. Selected supplier(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing suppliers unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another supplier or withdraw the RFB. Any contract resulting from this RFB shall not be effective unless and until approved by the City.

1. Overview of the Project

Requesting BIDS from suppliers to fully design, install, (two dual port EV-CT-4023) charging stations, also known as Electric Vehicle Supply Equipment (EVSE), on publically-owned property for public use.

2. Scope of Project

The Scope of the Project is as follows:

- o Provide attractive, protected and well-mounted EV chargers.
- o Cover all installation needs. (Electricity for the EVSE by City). The supplier will include 1-year networking plan for the EV chargers. City to provide proper EV parking signage and reconfiguration of any parking stalls for EV parking stations.
- o Electrical Installation permits, including all applicable taxes
- o Provide a turnkey installation once power is stubbed up at the charger location (power by City)
- o A complete preliminary design for each location selected by the city. The preliminary design must be approved by the City
- o Concrete pad is to be supplied by vendor
- o Install and commission EV chargers at both locations
- o Install (2) protective bollards at each location
- o Install all required equipment, material and labor for 100% turnkey installation at each of the approved locations
- o Payment is to be negotiated upon acceptance of said proposal

3. Additional Considerations

- A. The supplier must agree to insurance and liability requirements per the City.

4. Submittal Instructions

For questions regarding this RFB, submit all inquiries via email to jeff.demers@biddefordmaine.org by October 4, 2021. Responses to the questions will be posted on the City's web site. All proposers are recommended to visit the above mentioned WWW.biddefordmaine.org/rfp website on a regular basis as responses will be posted when available.

MANDATORY SITE VISITS

Site visits are scheduled as follows for potential EVSE suppliers to gather data and further assess proposed sites. The dates and times identified will be the only opportunity to view the proposed sites. Failure to attend the mandatory site visits will result in automatic disqualification with no further consideration for award. Interested suppliers must call (207-282-1579) to be added to the site visit list.

<u>PROPOSED SITE</u>	<u>DATE OF VISIT TIME</u>	<u>CONTACT</u>
371 Hill Street Biddeford, Maine	September 29, 2021	Jeff Demers (207) 282-1579
205 Main Street (City Hall)	September 29, 2021	Jeff Demers (207) 282-1579

NOTE: The dates above represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective suppliers.

Suppliers shall submit one (1) original proposal marked "Chargers" to the following:

Public works Department
Jeff Demers
371 Hill Street, Biddeford Maine 04005

BIDS shall be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR BIDS NO.: FOR: Electric Vehicle Charging
Stations

Disclosure: BIDS must be received by October 11, 2021 @ 2:30pm. BIDS that do not arrive by the specified date and time WILL NOT BE ACCEPTED and will be returned unopened. Suppliers may submit their proposal any time prior to the above stated deadline.

At its sole discretion, the City may reject incomplete proposal submittals if, in its judgment, the submittal lacks information needed to effectively evaluate the proposal. Nothing in this request for qualifications implies a contractual obligation with any firm, nor will the City reimburse costs for submittal preparation.



Town of Biddeford
371 Hill St. & 256 Main St.
Biddeford, ME 04005

RE: Biddeford EV Chargers
256 Main Street
Biddeford, ME 04005

640 Boxford Road
Haverhill, MA 01835
(978) 469-0100
info@allproelectric.com



September 8th, 2021

Proposal

This proposal is for the purpose of All-Pro Electric to proceed with the process of Supplying and Installing one Turn Key level two dual port EV Charger at 256 Main Street according to the following.

Including:

1. Electrical Installation Permits, including all applicable Taxes
2. Provide a turnkey installation once power is stubbed up at the charger location.
3. All-Pro is to work with the Town of Biddeford to determine which locations are best suited for the property to install EV Chargers.
4. All-Pro is to complete a preliminary design for each approved location. This preliminary design is subjected to approval by the Town of Biddeford
5. All-Pro is to complete a final design at each location for the installation of EV Chargers which includes designation of parking spaces, power source, power requirements, metering locations, trenching plan, final selection of EV Chargers. These final designs are subjected to approval by the Town of Biddeford.
6. All-Pro is to supply one (1) ChargePoint CT-4023 Dual Port Level Two EV Charger
7. All-Pro is to include a 1-year networking plan for the EV Chargers.
8. All-Pro is to supply and install concrete mounting pad for EV chargers.
9. All-Pro is install and commission EV chargers at each location.
10. All-Pro is to supply and install two (2) protective bollards per EV charger.
11. All-Pro is to supply and install all required equipment, material and labor for a 100% Turnkey installation at each of the approved locations.
12. Payment is to be negotiated upon acceptance of this proposal.

Not Including:

13. Trenching & Backfilling for electrical conduit
14. Extending Electrical Service to EV Charger locations.

Final Cost to Install EV Chargers-----\$19,450.00

Town of Biddeford

All-Pro Electric, LLC

Michael Harrington
Michael Harrington
CEO/Principal



640 Boxford Road
Haverhill, MA 01835
(978) 469-0100
info@allproelectric.com





640 Boxford Road
Haverhill, MA 01835
(978) 469-0100
info@allproelectric.com



September 8th, 2021

Town of Biddeford
371 Hill St. & 256 Main St.
Biddeford, ME 04005

RE: Biddeford EV Chargers
371 Hill Street
Biddeford, ME 04005

Proposal

This proposal is for the purpose of All-Pro Electric to proceed with the process of Supplying and Installing one Turn Key level two dual port EV Charger at 371 Hill Street according to the following.

Including:

1. Electrical Installation Permits, including all applicable Taxes
2. Provide a turnkey installation once power is stubbed up at the charger location.
3. All-Pro is to work with the Town of Biddeford to determine which locations are best suited for the property to install EV Chargers.
4. All-Pro is to complete a preliminary design for each approved location. This preliminary design is subjected to approval by the Town of Biddeford
5. All-Pro is to complete a final design at each location for the installation of EV Chargers which includes designation of parking spaces, power source, power requirements, metering locations, trenching plan, final selection of EV Chargers. These final designs are subjected to approval by the Town of Biddeford.
6. All-Pro is to supply one (1) ChargePoint CT-4023 Dual Port Level Two EV Charger
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8. All-Pro is to supply and install concrete mounting pad for EV chargers.
9. All-Pro is install and commission EV chargers at each location.
10. All-Pro is to supply and install two (2) protective bollards per EV charger.
11. All-Pro is to supply and install all required equipment, material and labor for a 100% Turnkey installation at each of the approved locations.
12. Payment is to be negotiated upon acceptance of this proposal.

Not Including:

13. Trenching & Backfilling for electrical conduit
14. Extending Electrical Service to EV Charger locations.

Final Cost to Install EV Chargers-----\$19,450.00

Town of Biddeford

All-Pro Electric, LLC

Michael Harrington
Michael Harrington
CEO/Principal



640 Boxford Road
Haverhill, MA 01835
(978) 469-0100
info@allproelectric.com



CAMILLE'S ELECTRIC, LLC
P.O. BOX 1227
BIDDEFORD, ME 04005
TELEPHONE: 284-8032

August 19, 2021

Biddeford Public Works Department
371 Hill Street
Biddeford, Maine 04005

ATTN: Jeff Demers
RE: Electrical vehicle chargers at City Theater

Jeff,

Our estimated cost to supply electrical service to one (1) dual head level 2 charging station at the end of the ramp behind City Hall is **\$3,286.00**.

Each head will be supplied with a dedicated 208 Volt, single phase, 40 AMP breaker capable of drawing 32 AMPS continuously from the supply. These will not be GFCI protected per the provided paperwork.

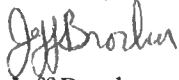
We would supply and install two (2) 2" PVC conduits to the charger head and connect to a new sub panel at the City Theater's service entrance.

The City is to provide excavation and coring of the wall.

This estimate is valid for thirty (30) days from this date.

Should you have any questions or concerns regarding this quote, please do not hesitate to contact me at any time.

Sincerely,



Jeff Brochu

CAMILLE'S ELECTRIC, LLC
P.O. BOX 1227
BIDDEFORD, ME 04005
TELEPHONE: 284-8032

August 19, 2021

Biddeford Public Works Department
371 Hill Street
Biddeford, Maine 04005

ATTN: Jeff Demers
RE: Electrical vehicle charger

Jeff,

Our estimated cost to supply electrical service to one (1) dual head level 2 charging station, to be located in the front parking lot in the gravel section is **\$1,657.00**.

Each head will be supplied with a 208 Volt, single phase, 40 AMP breaker, capable of drawing 32 AMPS continuously from the supply. These will not be GFCI protected per the provided paperwork.

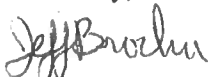
Installation of the bollards and foundation is to be provided by the City, as well as trenching to the building. We would install a 2" PVC conduit and one (1) 2" spare to the charger.

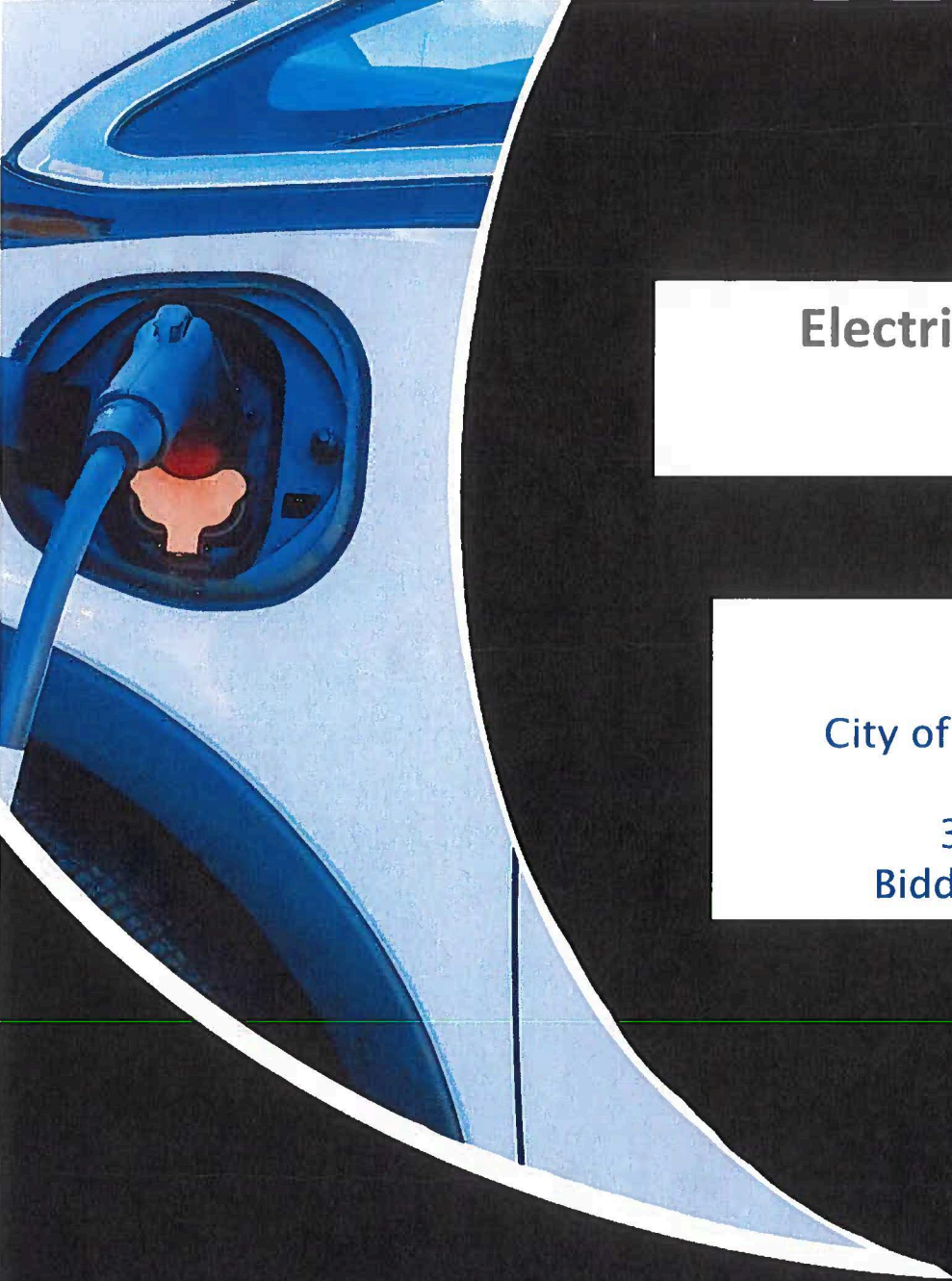
***Please Note:* This will essentially max out the new transformer that was installed for the Recycling Area and Office. I asked for and researched on my own, as a 480 Volt rated or 208 Volt 3-phase unit would be much more desirable to balance load, but appears not to be available to the market.

This estimate is valid for thirty (30) days from this date.

Should you have any questions or concerns regarding this quote, please do not hesitate to contact me at any time.

Sincerely,

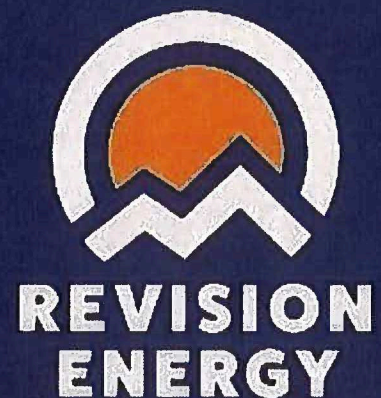

Jeff Brochu



Electric Vehicle Charging Station Proposal

Jeff Demers-
City of Biddeford- Public Works
Department
371 Hill Street
Biddeford, ME 04005

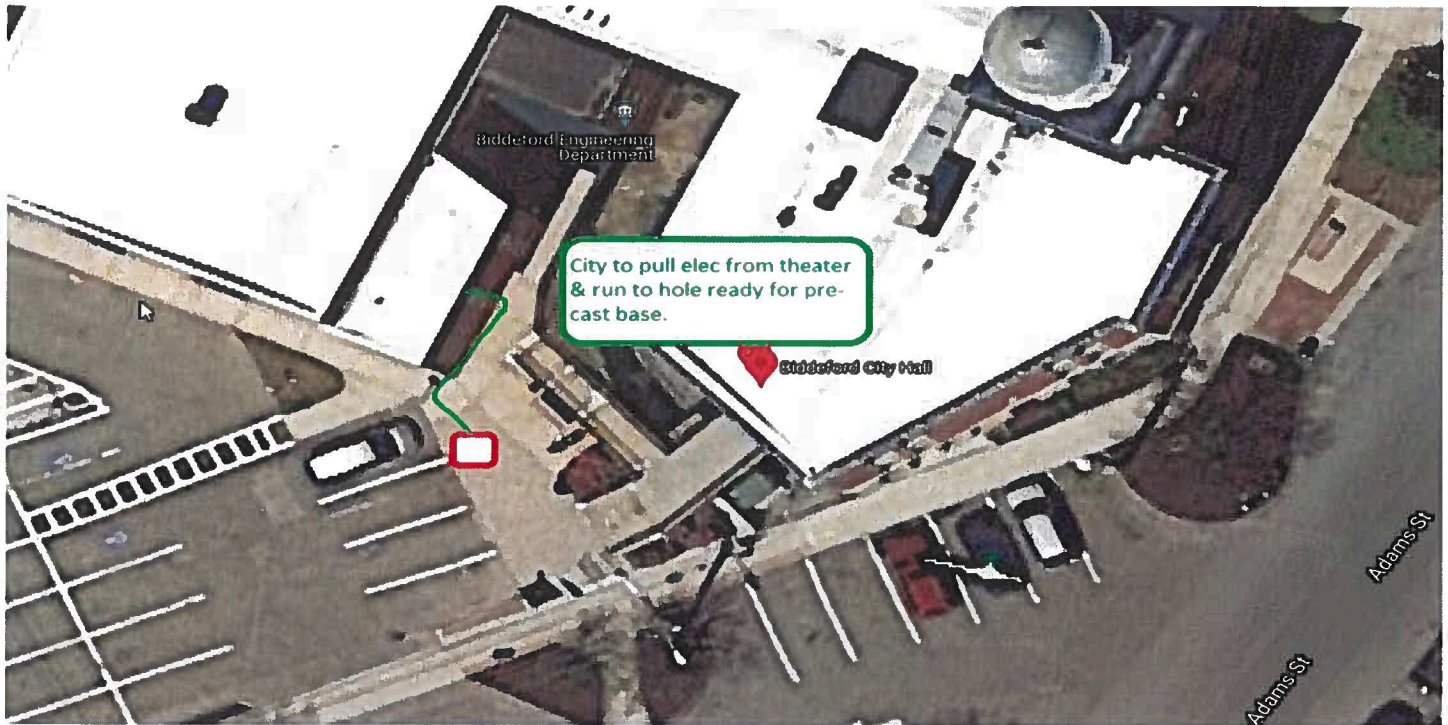
Your System Design Specialist:
Barry Woods
barryw@revisionenergy.com
(207) 494-4440
October 11, 2021



-Project Summary-

ReVision Energy will work with the City of Biddeford to provide a turnkey electric vehicle charging station installation service at two locations- 371 Hill Street (Public Works Department) and 205 Main Street (City Hall). Each location will be using ChargePoint CT-4021 dual pedestals to allow fleet, workplace and public charging access.

Project Location-Biddeford City Hall Aerial View with new pedestal location and parking spaces.



Project Location-Biddeford Public Works Department Aerial View w new pedestal location & parking spaces.



PRICING SUMMARY

SCOPE OF WORK

ReVision Energy proposes the installation of two dual pedestal mounted ChargePoint level 2 smart chargers at the City of Biddesford's City Hall and Department of Public Works parking surface lots. These hard-wired pedestal chargers, each with two ports, will provide direct EV charging for vehicles at a 40 amp, level II charge rate (per connector). Individual charge times will vary based on the output of the charger, onboard charge rate of the vehicle, and the capacity in the EV battery.

Major Components for each site:

- (1) Preliminary electrical design and install permits
- (2) Procure and set one pre-cast Unimi pedestal base and two (2) protective bollards
- (3) Procure, mount and activate one (1) dual ChargePoint CT-4021 Charging Pedestals collectively with two (2) ports
- (4) ReVision will commission each dual pedestal charger to be part of the ChargePoint network
- (5) Project cost includes one year term for ChargePoint smart charging network and one year of Assure extended warranty

Assumptions being made for each site:

- (1) City will provide trenching and excavation for conduit and pedestal base placement and for bollards
- (2) City will provide breakers, electricity, conduit and wiring to each pedestal base.
- (3) City will provide signage
- (4) Quoted price does NOT include asphalt work and/or landscaping any of the affected areas.
- (5) Cellular connection is adequate for the smart charging network chosen
- (6) City has specifically requested a one year network/warranty package; ReVision has supplied additional information on added cost of five years of network and warranty for comparison

HOW IT WORKS



ChargePoint's Level 2 charging units are UL listed to ensure a reliable charge every time. ChargePoint is a leading brand based on customer satisfaction, superior performance and versatile features. ReVision Energy understands how to size the charger to best meet the customer's needs, budget and available electrical service, as well as design a charging space that works best for drivers. Level 2 chargers provide one of the most cost-effective and efficient means to serve plug-in EV drivers.

Since drivers depend on the Level 2 charger to keep their car's battery charged and safe, the charger features smart reclosure that self-checks the system and resumes charging after minor stoppage. Systems without reclosure will discontinue charging and leave the car with a dead battery. The ChargePoint charger is simple to use and the universal connector makes it compatible with all EVs. To recharge, simply plug in the electric vehicle and activate via cellphone! The touchscreen provide clear guidance to users, day or night. When charging is complete, drivers simply place the connector in the charging station holster and the cable retractor keeps the cord set organized and out of the way.

Left: ChargePoint CT 4021 series dual pedestal mounted unit

ChargePoint CT 4000 series is a highly versatile fully networked smart charger that has advanced user interface and access as well as energy data collection. To access its smart functionality, the host is required to maintain an annual

PRICING SUMMARY

network subscription which must be purchased with the charging unit from ChargePoint. We will provide activation services as well as further guidance needed to insure proper operation and network interconnection.

Project Costs- Installation Plus Charger Options

Total Installation Service Costs			
Installation Equipment & Labor		Includes pedestal base cost, delivery, setting & final wiring, permitting engineering design, assembly, mounting & activation	\$16,716

Charger Hardware/Network/Warranty Costs			
ChargePoint Dual Pedestal (CT4021)	2	Includes hardware, shipping, logistics fee, plus one year network and warranty	\$20,682
ChargePoint Dual Pedestal (CT 4021)	2	Includes hardware, shipping, logistics fee, plus five years network and warranty	\$26,256

Cost Comparison of 1 v 5 years of Network and Extended Warranty for two pedestals detailed below:

ChargePoint Charger Activation fee	\$349	per pedestal (waived if 5 year assure warranty is purchased)	\$698
ChargePoint Site Validation fee	\$599	required per site (waived if 5 year assure warranty is purchased)	\$1198
ChargePoint One year Network	\$329	Per port for one year	\$1319
ChargePoint 5 year network fee	\$1,319	per port for 5 years	\$5276.00
Extended warranty			
ChargePoint Assure Warranty	\$740	Per pedestal for one year	\$1480
ChargePoint Assure warranty	\$2,495	per pedestal for 5 years	\$4990
Cost per port comparison			
One year of network & warranty		Per port cost per year	\$1173
Five years of network & warranty		Per port cost per year	\$1026.60

Project Cost Comparison between one year and five year network/warranty packages:

	Installation		Hardware/ Network/Warranty	
ChargePoint (One year of network/warranty)	\$16,716	+	\$20,682=	\$37,398
ChargePoint (Five years of network/warranty)	\$16,716	+	\$26,256=	\$42,972

WARRANTIES

Each component is warrantied separately:

- ReVision Energy provides a one-year warranty on all labor and services the manufactures' warranty of the various components
- Charger Hardware selected offers a standard warranty plus extended 5 year warranties as discussed above.

Pricing expires after 30 days from proposal date

- ½ due upon agreement of contract
- Balance due upon completed installation

ReVision Energy

ReVision Energy is northern New England's leading clean energy, installation, and service company. Committed to accelerating the region's transition to clean renewable energy, we have completed more than 10,000 installations since 2003. We are locally-owned and staffed with offices in Liberty and Portland, Maine; Brentwood and Enfield, New Hampshire, and North Andover, Massachusetts. Collaboration ensures the highest level of technical expertise to be found in the Northeast. ReVision's installations currently span Maine, New Hampshire, Massachusetts, and Vermont. To ensure maximum performance and longevity in a relatively harsh northern climate, each system is designed by our in-house team trained at top universities (including Dartmouth, MIT, Brown, UMaine, and UNH) and installed by our own team of licensed, certified, and highly trained technicians. ReVision Energy is listed in *Solar Power World's* Top 500 North American Solar Contractors list since 2014 and in 2017 was named #1 Rooftop Solar Installer in New England. We have also installed hundreds of level 2 electric vehicle charging stations for public and private access across the New England region as well as over 30 DC Fast Chargers, including Maine's first large scale fast charging corridor done in partnership with ChargePoint. We are committed to helping transition our transportation system to clean, renewable electricity. We currently have 260 full-time employee-owners in our five locations ensuring unparalleled in-house expertise in all aspects of clean energy project development, design, and installation.

Jeff Demers
Biddeford Public Works Department
371 Hill St
Biddeford, ME 04005

October 10, 2021

Re: Town of Biddeford Request for Proposal for Electric Vehicle Charging Stations

Dear Mr. Demers:

ReVision Energy is interested in partnering with the Town of Biddeford to provide electric vehicle charging in its Town Hall and Public Works Lots, respectively.

ReVision Energy is northern New England's leading clean energy, installation, and service company. Committed to accelerating the region's transition to clean renewable energy, we have completed more than 10,000 installations since 2003. We currently have over 300 full-time employee-owners in our five locations ensuring unparalleled in-house expertise in all aspects of clean energy project development, design, and installation. We are locally-owned and staffed with offices in Montville and Portland, Maine; Brentwood and Enfield, New Hampshire, and North Andover, Massachusetts.

We have installed hundreds of level 2 electric vehicle charging stations for public and private access across the New England region, including at many municipalities such as Lisbon, Kittery, Wells, Old Orchard Beach, Fairfield, Falmouth PD and others. We have also installed over 30 DC Fast Chargers, including Maine's first large scale fast charging corridor done in partnership with ChargePoint. We are committed to helping transition our transportation system to clean, renewable electricity.

I have attached a quote to summarize the respective scope of work for each location, which includes assumptions we are making based on the best available information you have provided. I took the liberty of pricing out the ChargePoint related costs for both a one year and a five year network subscription and warranty. The five year warranty package in particular saves you site validation and pedestal activation fees, which lowers the per year cost per port by about \$150. The installation assumes you will do the excavating for the conduit, pedestal and bollards, although we would provide and set them after you complete your scope. We could save you some money by having you complete the setting of these as well as modifying the scope regarding engineering design and permitting if you intend to do all the electrical. Certainly we are happy to discuss the proposal further.

Accordingly please review the terms of the quote and let me know if you have any questions.



REVISION ENERGY

We appreciate this opportunity to partner with the Town of Biddeford and help grow its fleet and public charging resources so that all of Maine's drivers and visitors can drive electric.

Sincerely,

Barry Woods
Director of Electric Vehicle Innovation
ReVision Energy, Inc.

Enclosure: Quote

ChargePoint Assure

Industry-leading support, maintenance and warranty deliver peace of mind.

ChargePoint® Assure is the most comprehensive EV station maintenance and management program. Assure covers everything needed to keep ChargePoint electric vehicle (EV) charging stations up and running. With Assure, ChargePoint takes responsibility for fixing hardware issues by providing parts, labor and orchestration of repairs by expert support specialists. Proactive monitoring, regular reports and unlimited changes to station policies are included with Assure, as well as one business day response to requests and a 98% annual uptime guarantee. You can also get professional guidance when configuring your stations to make the most of EV charging.

ChargePoint EV charging stations are the most advanced and reliable in the world, but site conditions can change, wear and tear occurs, and accidents or equipment failures can happen. High-quality service and support start with high-quality products, site preparation and installation, but these elements alone aren't enough. Assure is so much more than a warranty. It is the most comprehensive EV station maintenance and management program. With Assure, you don't have to spend time figuring out how to fix or maintain your station. It's always ready to charge so you get a good return on your investment.

What Does Assure Include?

Stay on Top of Operations with Proactive Monitoring

- + Find out about problems before your drivers do with remote monitoring
- + Get 98% annual station uptime with a non-performance penalty for outages caused by station hardware or software failures
- + Keep your stations up and running with proactive troubleshooting and dispatch services
- + Fix problems with on-site labor that ChargePoint dispatches and manages
- + Call us during business hours (5 AM – 6 PM Pacific) for expert support

Count On a Fast Fix with One-Business-Day Response Time

- + We respond to all issues within one business day
- + ChargePoint certified technicians will be onsite to repair your station within one business day of receiving any required parts
- + U.S.-based support specialists coordinate all repairs

Rest Easy with the Industry's Leading Parts and Labor Warranty

- + We offer the EV charging industry's first and most comprehensive warranty for parts and on-site labor
- + We cover labor to repair issues that often aren't covered under warranty, such as vandalism, auto accidents and excessive wear and tear

Optimize with Expert Advice and Unlimited Changes

- + U.S.-based EV charging experts advise you on best practices for station configuration and management in your region and industry
- + Our team makes unlimited station configuration and policy changes for you, so you can control access to your station, set charging rates and make adjustments based on driver behavior

Get a Glimpse into Driver Behavior with Robust Reporting

- + See how your stations are being used in an easy-to-read format with monthly summaries
- + Prove success and make improvements with quarterly reports on station utilization, performance, energy usage and environmental impact
- + Compare your station use with organizations like yours

What Does Assure Require?

Because installation quality affects the long-term reliability and availability of EV charging stations, ChargePoint requires that all stations covered by Assure are validated to ensure they meet installation specifications. Validation is performed on-site and includes inspection of power availability, panel, breaker and wiring; confirmation of cellular and local network coverage (through WiFi) and verification that all ChargePoint installation requirements are met. Choose one of the following ways to validate stations and activate Assure:

1. Authorized ChargePoint operations & maintenance (O&M) partners who perform site preparation and station installation will automatically validate the stations and enable Assure.
2. Authorized ChargePoint reseller partners certified to perform self-validation may validate station installations and enable Assure.
3. When independent or in-house installers are used, validation may be purchased from either of the partners above. After the partner successfully validates site preparation and station installation, Assure is enabled.

Station Maintenance Options

Maintenance Option	Parts Only Warranty	Assure
Availability	One year included for free on all stations installed by a ChargePoint certified installer*	Available for purchase for up to five years. Stations must be installed and validated by a ChargePoint certified installer.
Parts Covered	Defective parts are exchanged	Included and coordinated by a ChargePoint support specialist
Certified On-Site Labor	Not included: station owner must find a ChargePoint certified installer to perform any repairs	Included and coordinated by a ChargePoint support specialist
Monthly Station Summary Report		Included
Detailed Quarterly Reports		Included
Uptime Guarantee		98% with non-performance penalty
Proactive Monitoring		Included
Service Level Agreement		1 business day response time 1 business day from parts arrival for on-site labor
Labor Coverage		Included for damage caused by accidents, vandalism and excessive wear and tear
Unlimited Station Configuration		Included

* Installations not performed by a ChargePoint certified installer are not covered under warranty.

Ordering Information

Description	Order Code
Assure for CT4000 Family	CT4000-ASSURE ⁿ
Assure for CPF25	CPF25-ASSURE ⁿ
Assure for Express 100	CPE100-ASSURE ⁿ ²
Assure for Express 200	CPE200-ASSURE ⁿ ²
Assure for Express 250	EXPRESS-ASSURE ⁿ
Assure for Express Plus	EXPRESS-ASSURE ⁿ

¹ Substitute *n* for desired years of service (1, 2, 3, 4 or 5 years).

² Substitute *n* for years of service desired (1, 2 or 3 years).

Companion Services

Description	Order Code
Station Activation and Configuration	CPSUPPORT-ACTIVE
Station Installation and Validation	CT4000-INSTALLVALID
Validation	CPSUPPORT-SITEVALID

Contact Us

-  Visit chargepoint.com
-  Call +1.408.705.1992
-  Email sales@chargepoint.com



ChargePoint, Inc.
240 East Hacienda Avenue
Campbell, CA 95008-6617 USA

+1.408.841.4500 or
+1.877.370.3802 US and Canada toll-free
chargepoint.com

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The ChargePoint® Network — Open for All

Fact Sheet

ChargePoint operates the most advanced and open electric vehicle (EV) charging network in the world.

We provide everything you need to offer a complete EV charging solution that can manage any Open Charge Point Protocol (OCPP) capable charging station as well as integrate with other electric mobility apps and connected systems.

The ChargePoint Network is open and interoperable both in North America and in Europe.

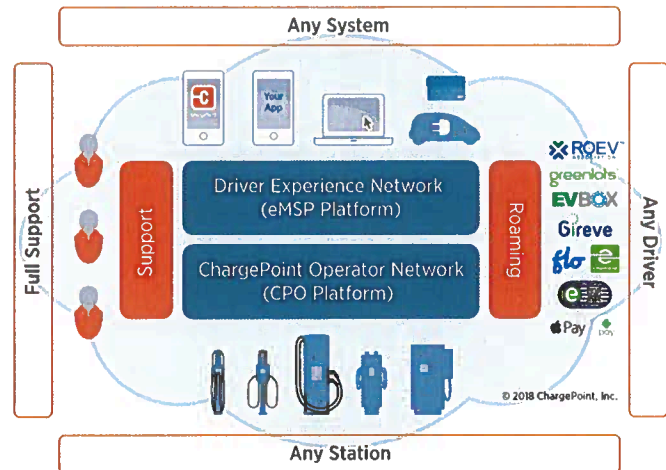
- + ChargePoint is a founding member of ROEV, an organization founded to support interoperability in North America, and work with all of the major clearinghouses in Europe to support roaming.
- + The ChargePoint Network has more than 49,000 AC and DC charging spots, including stations from 12 different manufacturers. Through the OCPP OnRamp program, any OCPP-capable station will work on the ChargePoint Network.

1. Connect

Certify any OCPP-capable hardware on the ChargePoint Network

- + Using OCPP v1.6 + extensions
- + Planned support for v2.0 and subsequent versions as they are released.
- + ChargePoint is capable of using a simple, standard process to certify and onboard third-party charging stations using OCPP, including DBT, ABB, Efacec, Delta, Mennekes, Innogy, Schneider, Keba and Circontrol.

Example: You have ABB DC Fast Charging Stations and Mennekes AC stations that you currently manage with 2 different back ends. Our OCPP OnRamp program will make both types of stations available on a single platform for easy management, ensuring you have no stranded assets.



2. Configure

Manage all charging stations through one central platform

- + Support all the standard functionality within the OCPP v1.6 protocol specification, including:



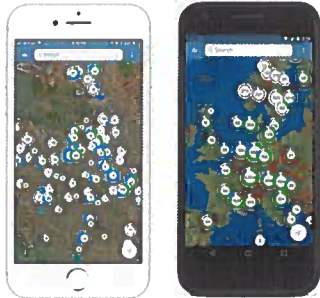
- + Support advanced features through extensions to the OCPP protocol, including offline reliability, advanced Power Management, Waitlist, etc.
- + ChargePoint, with its hardware and network, comply with funding guidelines asking for interoperability in Europe. (e.g. Ladesäulenverordnung in Germany)
- + ChargePoint takes data protection and security of data very seriously. Data protection is ensured through use of encryption and anonymization of personal data.

Example: You want to charge drivers a different fee for parking at your stations when they are fully charged than while they are charging to increase utilization. You also want to set the same pricing policy across all your stations. The ChargePoint Operator Network enables you to not only set a pricing policy like this, but also track how fees affect your charging station utilization over time so you can adjust accordingly and make the most of your investment.

3. Charge

Give drivers the best EV charging experience available

- + **Information:** The free ChargePoint app provides comprehensive station information & access to start sessions on any station connected to the ChargePoint Network.



- + **Integration:** Integrations with other systems — APIs allow flexible integration with other systems including apps, in-dash infotainment and fleet management systems.
- + **Support:** 24/7 driver support, 95% customer satisfaction and 98% uptime guarantees to give drivers the best charging experience available.

Example: You already have an app and want to integrate e-mobility services into it. Through the Driver Experience Network (the ChargePoint eMSP offering), you can bring the full ChargePoint driver experience, including advanced functionality and access to our best-in-class customer support team, into your app. This will improve your drivers' experience with enhanced functionality while keeping your brand front and center.

4. Roam

ChargePoint works with all the roaming protocols to ensure open access to EV charging.

- + Roaming agreements with other charge point operators (CPOs) give EV drivers access to thousands of stations worldwide.

- + Roaming agreements with e-mobility Service Providers (eMSPs) allow other drivers on various networks to access stations on the ChargePoint Network, increasing utilization.

12 Key Features of ChargePoint Network

1. **OCPP Capable:** Native support for OCPP in ChargePoint stations and an easy process to integrate other stations to the ChargePoint Network using OCPP.
2. **EMP & CPO Roaming:** Seamless communication between the driver, station and clearinghouse.
3. **Station Locations & Availability:** Complete visibility of stations and their availability make it easy for drivers to find a compatible charger.
4. **Access Control:** Manage and control access to charging stations based on well-defined policies. Enhance the value for the station owner with the right level of control.
5. **Flexible Pricing:** Provide the station owner with pricing controls that are in line with station usage. Provide flexibility to update pricing as usage changes.
6. **Authorization, Authentication & Accounting:** Ensure safe and secure payment for charging. Security measures include the pseudonymization and encryption of personal data and other capable security measures that ensure the ongoing confidentiality, integrity, availability and resilience of the network.
7. **Power Management:** Ensure that charging stations never draw more power than the site can provide.
8. **Driver Notifications:** Notify EV drivers about station availability, state of charge and other key messages to enhance your relationship with drivers.
9. **Queueing (Waitlist):** Increase utilization of stations and charge more vehicles by enabling drivers to get in a virtual queue for stations.
10. **Fleet Services:** Integrate with fleet systems (fleet management, route monitoring, etc) to provide critical data and insights.
11. **Station Support:** ChargePoint responds quickly and effectively to any situation that occurs at a station.
12. **Scalability:** Support the growth of stations worldwide. Provide consistent, high-quality functionality without any delays.

Contact Us

- Visit chargepoint.com
- Call +1.408.705.1992
- Email sales@chargepoint.com



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CT4000 Level 2 Commercial Charging Station

Specifications and Ordering Information

Ordering Information

Specify model number followed by the applicable code(s).
The order code sequence is: **Model-Options. Software, Services**
and **Misc** are ordered as separate line items.

Hardware

Description		Order Code
Model	1830 mm (6 ft) Single Port Bollard Mount	CT4011-GW1
	1830 mm (6 ft) Dual Port Bollard Mount	CT4021-GW1
	1830 mm (6 ft) Single Port Wall Mount	CT4013-GW1
	1830 mm (6 ft) Dual Port Wall Mount	CT4023-GW1
	2440 mm (8 ft) Dual Port Bollard Mount	CT4025-GW1
	2440 mm (8 ft) Dual Port Wall Mount	CT4027-GW1
Included	Integral Modem - North America	-GW1
Misc	Power Management Kit	CT4000-PMGMT
	Bollard Concrete Mounting Kit	CT4001-CCM

Note: All CT4000 stations include Integral Modem -GW1.

Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CPCLD-COMMERCIAL- <i>n</i> *
ChargePoint Enterprise Plan	CPCLD-ENTERPRISE- <i>n</i> *
ChargePoint Assure	CT4000-ASSURE <i>n</i> *
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations require a network service plan per port.

*Substitute *n* for desired years (1, 2, 3, 4, or 5 years).

Order Code Examples

If ordering this	the order code is
1830 mm (6 ft) Dual Port Bollard Networked Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CPCLD-COMMERCIAL-5
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID
3 Years of Assure Coverage	CT4000-ASSURE5
1830 mm (6 ft) Single Port Wall Mount Networked Station	CT4013-GW1 CPCLD-COMMERCIAL-5
ChargePoint Commercial Service Plan, 5 Year Subscription	CT4000-ASSURE5
5 Years of Assure Coverage	CPSUPPORT-ACTIVE
Station Activation and Configuration	

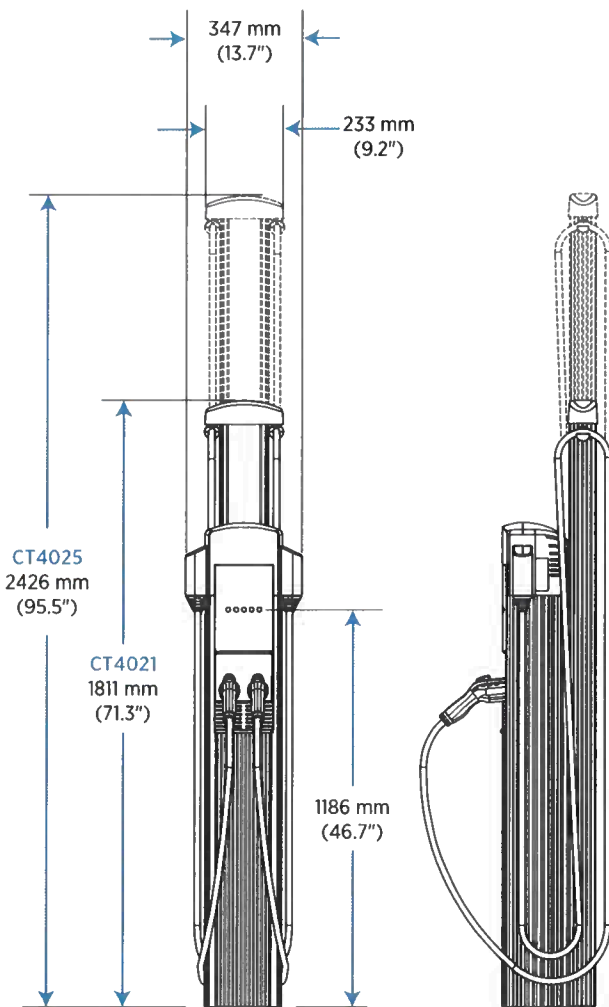
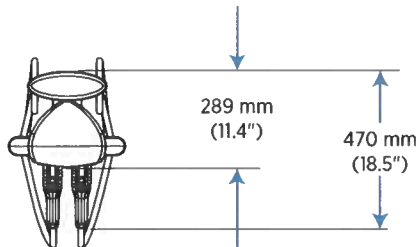


CT4021

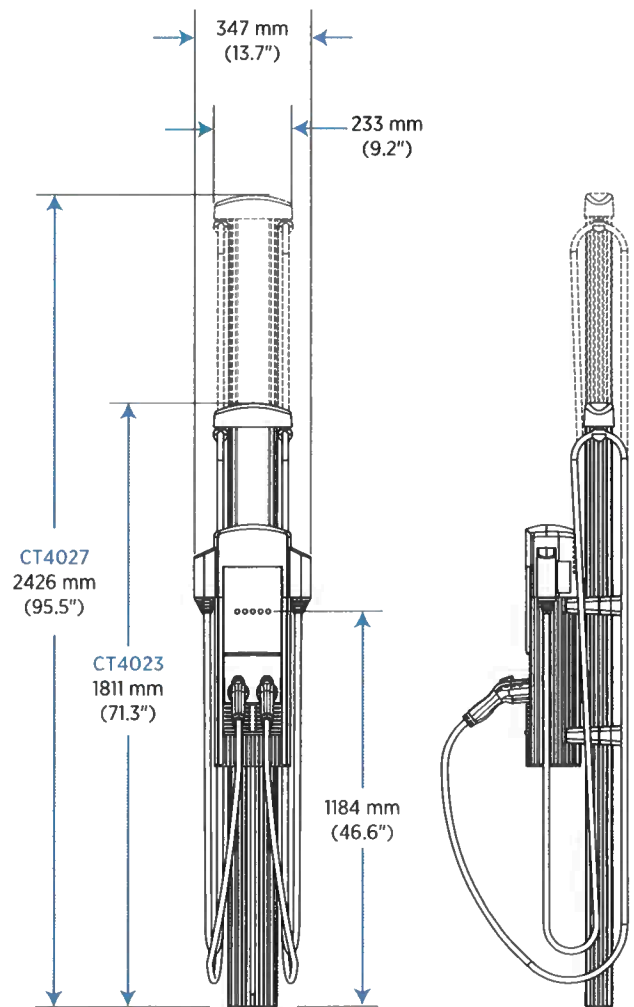
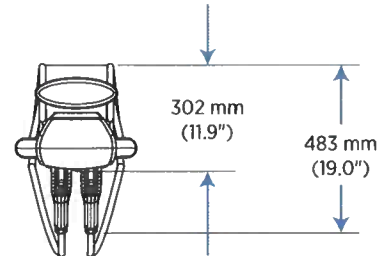


The First
ENERGY STAR®
Certified EV Charger

CT4021 1830 mm (6')
CT4025 2440 mm (8')
Bollard



CT4023 1830 mm (6')
CT4027 2440 mm (8')
Wall Mount



CT4000 Family Specifications

Electrical Input	Single Port (AC Voltage 208/240V AC)			Dual Port (AC Voltage 208/240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	input Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8 W typical (standby), 15 W maximum (operation)					

Electrical Output

Standard	7.2 kW (240V AC @ 30A)	7.2 kW (240V AC @ 30A) x 2
Standard Power Share	n/a	7.2 kW (240V AC @ 30A) x 1 or 3.8 kW (240V AC @ 16A) x 2
Power Select 24A	5.8 kW (240V AC @ 24A)	5.8 kW (240V AC @ 24A) x 2
Power Select 24A Power Share	n/a	5.8 kW (240V AC @ 24A) x 1 or 2.9 kW (240V AC @ 12A) x 2
Power Select 16A	3.8 kW (240V AC @ 16A)	3.8 kW (240V AC @ 16A) x 2
Power Select 24A Power Share	n/a	3.8 kW (240V AC @ 16A) x 1 or 1.9 kW (240V AC @ 8A) x 2

Functional Interfaces

Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Cable Length - 1830 mm (6 ft) Cable Management	5.5 m (18 ft)	5.5 m (18 ft) x 2
Cable Length - 2440 mm (8 ft) Cable Management	n/a	7 m (23 ft)
Overhead Cable Management System	Yes	
LCD Display	145 mm (5.7 in) full color, 640 x 480, 30 fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, ISO 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features

Ground Fault Detection	20 mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz WiFi (802.11 b/g/n)
Wide Area Network	LTE Category 4

Safety and Operational Ratings

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed and cUL certified; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Surge Protection	6 kV @ 3,000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Storage Temperature	-40°C to 60°C (-40°F to 140°F)
Non-Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Operating Humidity	Up to 85% @ 50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing
Terminal Block Temperature Rating	105°C (221°F)
Network	All stations include integral LTE modem and will be automatically configured to operate as gateway or non-gateway as needed

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

Contact Us

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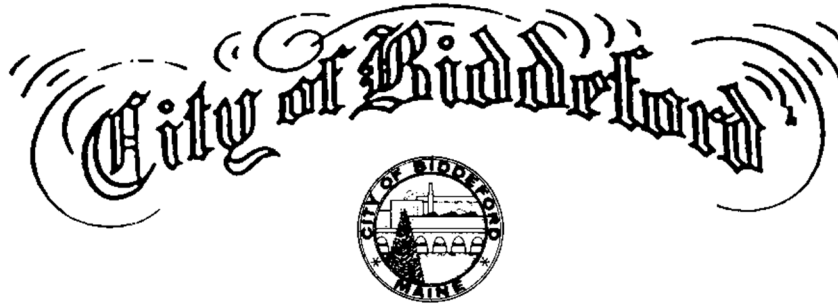
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Listed by Underwriters
Laboratories Inc.





2021.115

IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021

BE IT ORDERED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 58, Solid Waste, Article I IN GENERAL, Section 58-7 Regulated Activities and Administration be amended by adding or ~~deleting~~ to read as follows:

Sec. 58-7. Regulated activities and administration.

The accumulation, collection, transportation and disposal of solid waste, both acceptable and unacceptable, generated within the City of Biddeford shall be regulated in the following manner:

- (1) Such City collection will be limited to properties whose primary use is residential in nature.
- (2) The operating hours and general administration of the City transfer station shall be set by the City Council, except for holidays or emergencies where the Director of Public Works would have the authority to set emergency hours.
- (3) When a holiday falls upon the day of collection, or severe weather necessitates cancellation of collection services, recycling services for the residents on that day's route will be collected on the following Saturday. Collection of waste shall be on the next day following the cancellation.
- (4) In the event of two or more collection service cancellations in one week, the Public Works Director shall publish an emergency collection schedule, which may include, but may not be limited to, no collection for one or more routes with collection occurring on the next week's regular schedule. The requirement that all acceptable municipal solid waste fit in the designated municipal solid waste container shall be waived during emergency collection events.
- (5) All grandfathered facilities shall submit a written performance- based recycling plan to the Director of Public Works as identified by the following schedule: [Added 3-5-2019 by Ord. No. 2019.11]
 - (1) Grandfathered facilities shall submit a written performance-based recycling plan within 30 days of the effective date of this subsection.

- (2) A written performance-based recycling plan shall be submitted to the Code Enforcement Office. The method of delivery may include plans submitted via email, fax, regular mail or hand delivery.
- (3) The Code Enforcement Office shall identify any deficiencies, in writing, along with a due date for a response/corrective action and may request a plan modification upon failure to provide a performance-based demonstration of compliance.

(6) Residential, 3/5 unit facilities. Contamination of Recyclables

Residential property owners are issued a Recycling Container (Blue Tote), and are responsible for compliance with the rules and restrictions for its use. Violations are subject to the provisions of Section 58-9.

- (7) If there is a loss of recycling service and privileges, as a result of non-compliance with the Recycling Rules, the recycling container will be removed and owner required to lease a larger garbage bin or at the owner's sole option, decline municipal curbside trash collection and secure a private commercial trash collection service.

The larger garbage bin shall consist of one (1) 65-gallon green tote at a yearly fee of \$122.00 for the first year (price per year will vary by tipping fee cost). City staff will replace the existing 35-gallon green tote with a registered 65-gallon green tote, for use at the user's address. This fee will offset the extra tipping fee for the additional garbage attributed to the loss of recycling bin privileges due to non-compliance.

If the offender's lease is voided the new lease holder must return the larger green garbage tote and will be provided with the original 35-gallon green garbage tote and 65-gallon blue recycling tote. Education information will be given to the new tenant.



City Council

Meeting Date: November 16, 2021

Meeting Time: 6:00 p.m.

Agenda Item No: 7.d.

Item Description: 2021.115) Amendment/Ch. 58, Solid Waste/Sec. 58-35-Portable Receptacles / Solid Waste Container Fees

Submitted by: Jeff Demers, Public Works Director
Brian S. Phinney, COO

Supporting Information/Documentation:

N/A

Key Terms:

N/A

Executive Summary:

The Recycling & Waste Management Committee recommends amending Chapter 58 Solid Waste, at Section 58-7, to address an administrative gap in the current code of ordinances. The Code is currently silent on what happens if a facility should lose curbside recycling services under existing enforcement provisions. The amendment is intended to clarify the issue by specifying the need to pay for a larger trash container or opt for private curbside collection. The pay-for-use container fee is intended to offset the increase in trash from loss of recycling services.

Detailed Review:

As part of the ongoing effort to improve recycling rates and manage solid waste fees, the Solid Waste Management Commission, now the Recycling & Waste Management Commission, reviewed current ordinances associated with enforcement of recycling rules. The Commission determined that stronger enforcement is required for multi-unit residential facilities in the 3-5 unit range. This range is representative of community observations and recycling audits.

The proposed ordinance amends Chapter 58-Solid Waste at Section 58-7, by adding two provisions at the end of the existing section. The first provision specifies that violations of the recycling rules and restrictions are subject to enforcement under Section 58-9. Section 58-9 is an existing section that specifies, among other things, "Any grandfathered facility that generates two documented violations of Sec. 58-32, Mandatory separation, within any twelve-month period, shall result in the loss of City curbside trash collection and recycling services."

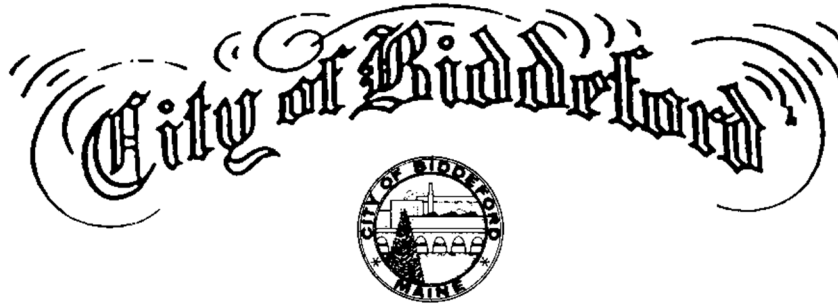
The Ordinance does not specify what happens in the event services are lost due to non-compliance. The second provision is intended to address the procedural gap. The provision specifies that a facility that loses recycling services will have the recycling container removed and must either purchase the larger trash tote to cover expected increase in disposal weight or as an alternative, the facility may waive curbside collection and the larger fee-for-use trash tote in favor of private collection of facility trash. The requirement for the facility to purchase the larger trash container offsets the expected increase in waste volume due to loss on recycling services. Loss of recycling services due to contamination violations is expected to shift the recycling volume for that facility to the trash container increasing the amount of trash for disposal.

Funding Source:

Additional cost of disposal covered by the annual container fee.

Staff Recommendation:

Staff supports the efforts and recommendations from the Recycling & Waste Management Committee.



2021.116

IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021

BE IT ORDERED, by the City Council of the City of Biddeford that the City Manager be authorized to sign a utility easement with Northern Utilities, Inc., doing business as Unitil, at 14 Pomerleau Street in Biddeford, as presented.



City Council

Meeting Date: November 16, 2021

Meeting Time: 6:00 p.m.

Agenda Item No: 7.e.

Item Description: 2021.116) Approval/Unitil Utility Easement for 14 Pomerleau Street

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

Draft utility easement

Key Terms:

N/A

Executive Summary:

Unitil requests a utility easement at 14 Pomerleau Street to extend the existing natural gas line to 20 Pomerleau Street to service planned development at the lot.

Detailed Review:

14 Pomerleau Street is the location of the Biddeford Ice Arena. A natural gas line controlled by Unitil terminates in the rear parking lot. Unitil requests a utility easement to extend the natural gas line to 20 Pomerleau Street to service further development of the adjacent lot – 20 Pomerleau Street.

The draft easement as presented has been prepared by the city solicitor after negotiation with Unitil counsel. The Biddeford Public Works Department has no objection to the easement. Biddeford Ice Arena also has no objection to the easement.

Funding Source:

N/A

Staff Recommendation:

Staff recommends authorization of the utility easement as presented.

EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the **City of Biddeford**, a body politic located in the County of York and State of Maine, with a mailing address of 205 Main Street, Biddeford, ME 04005 (the “**Grantor**”), as owner of property described in a deed recorded in the York County Registry of Deeds in Book 2614, Page 70, with a street address of 14 Pomerleau Avenue, Biddeford, ME 04005 (the “**Premises**”),

GRANTS to **Northern Utilities, Inc.**, a New Hampshire corporation with a mailing address of 6 Liberty Lane, Hampton, New Hampshire, 03842-1704, doing business as **Unitil**, and its successors and assigns (“**Grantee**”), with quitclaim covenant,

an **EASEMENT** in gross (the “**Easement**”) to construct, install, maintain, operate, alter, repair, rebuild, inspect, patrol, replace in the same or different size, and remove, gas facilities, including, without limitation, regulators, mains, conduits, pipe lines, and valve sets, for the purpose of transporting, and to transport, natural gas and artificial gas, together with all necessary meters, fittings, fixtures, equipment and appurtenances (collectively, the “**Gas Facilities**”), over, under and within a portion of the Premises, and being more particularly described in **Exhibit A** attached hereto and made a part hereof, as the Easement Area (“**Easement Area**”), which Easement Area is depicted on the sketch attached hereto as **Exhibit B** and made a part hereof.

Grantor further grants Grantee the right to use temporarily land adjacent to the Easement Area for purposes of installation, maintenance, repair, inspection, replacement, and/or removal, together with the right to do other work necessary for the purposes of constructing, maintaining, operating, repairing and replacing said Gas Facilities within the Easement Area. In the event that Grantee disturbs the surface of the Easement Area or any of Grantor’s land adjacent to the Easement Area in connection with the exercise of its rights under this Easement, Grantee will restore the surface of such areas so disturbed to substantially the same or better condition as existed prior to such disturbance.

Grantor agrees that no building or other structure shall be erected or installed within the Easement Area contrary to any statute, law, ordinance or safety regulation or policy. Rights reserved to Grantor shall not be used or exercised in any manner which will interfere with the rights, privileges and authority herein granted to Grantee.

Grantee, on behalf of itself and its parent companies, subsidiaries, affiliates, agents, employees, officers, directors, partners, stockholders, members, managers, heirs, successors, and assigns (Grantee and such other parties collectively, the “**Indemnifying Parties**”), shall and hereby do indemnify, defend, and hold harmless Grantor, its parent companies, subsidiaries, affiliates, agents, employees, officers, directors, partners, stockholders, members, managers, heirs, successors, and assigns (the “**Indemnified Parties**”), from and against any and all actions, causes of action, claims, demands, damages, costs, penalties, assessments, fees, losses, expenses, occurrences, judgments,

liens and liabilities of any kind or nature whatsoever, including any claim for attorneys' fees, interest, or costs of litigation, filed, asserted, made, incurred, sustained, and/or suffered, whether to persons or property, against and/or by the Indemnified Parties relating to, arising out of, or resulting from Grantee's exercise of the rights granted by this Easement. The terms, provisions, and obligations contained in this paragraph shall survive the execution and delivery of this Easement.

This Easement shall be binding on and inure to the benefit of the successors and assigns of the parties, the burdens of the Easement created hereby shall burden and run with the Premises, and Grantee shall have the right to assign this Easement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on this ____ day of _____, 2021.

GRANTOR:

City of Biddeford

By:

Printed Name: James A. Bennett

Its: City Manager

STATE OF MAINE

County of York, SS.

_____, 2021

Personally appeared before me the above-named James A. Bennett, City Manager of the City of Biddeford, and acknowledged the foregoing instrument to be his/her/their free act and deed and the free act and deed of the City of Biddeford.

Notary Public

Printed Name:_____

My Commission Expires:_____

[Signatures continue on the following page]

GRANTEE:

NORTHERN UTILITIES, INC., d/b/a UNITIL

By: _____

Printed name: _____

Its: _____

STATE OF _____

COUNTY OF _____

_____, 2021

Personally appeared before me the above-named authorized representative of Northern Utilities, Inc., d/b/a Unitil, _____, its _____ and acknowledged the foregoing instrument to be his/her/their free act and deed.

Notary Public/Attorney at Law

Printed Name: _____

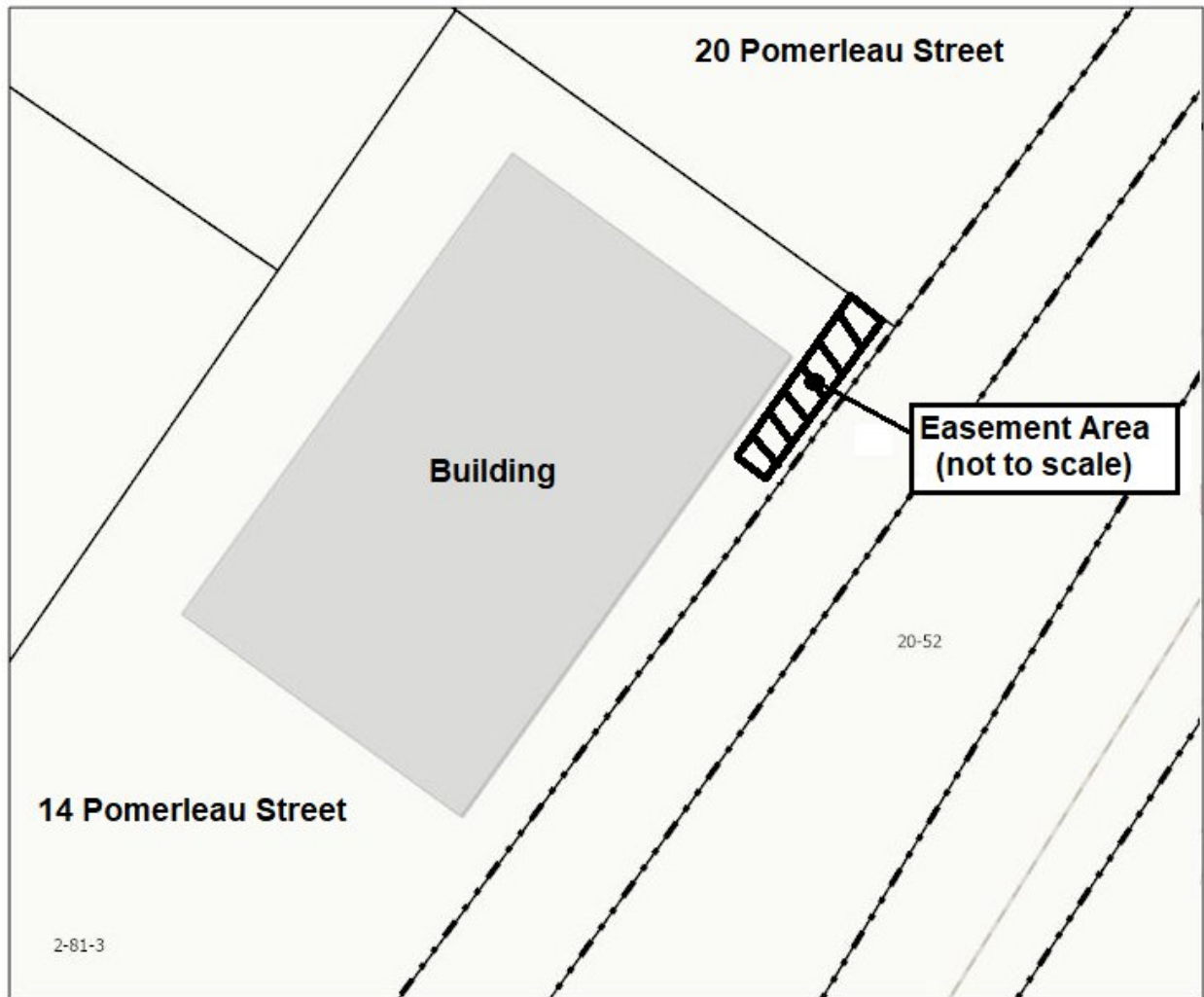
Commission Expires: _____

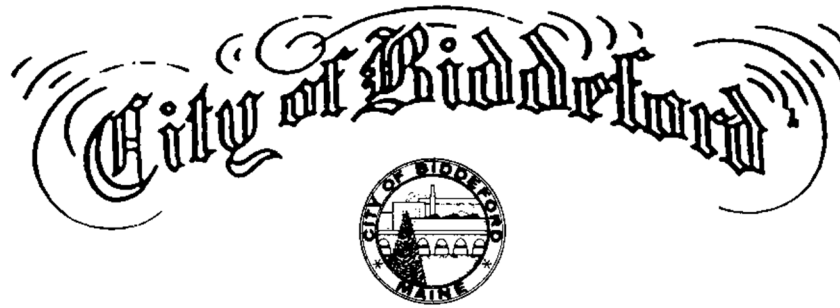
EXHIBIT A
Easement Area

A portion of the premises described in an instrument recorded in the York County Registry of Deeds in Book 2614, Page 70, more particularly described as follows:

An area consisting of five feet on either side of the centerline of the Gas Facilities as installed on the Premises by Grantee running from the existing gas line on the Premises in a generally northeasterly direction under, through, and across the Premises to the property boundary with 20 Pomerleau Street, all as approximately depicted on **Exhibit B** attached hereto.

EXHIBIT B
Sketch





2021.117

IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021

BE IT ORDERED, by the City Council of the City of Biddeford that the City Manager be authorized to enter into an agreement with Phil Radding to serve as owner's representative to oversee and coordinate building renovation projects associated with the November 2020 \$3.75 million dollar Building Bond at a rate not to exceed \$550 per day, or portion thereof, plus related expenses.



City Council

Meeting Date: November 16, 2021

Meeting Time: 6:00 p.m.

Agenda Item No: 7.f.

Item Description: 2021.117) Approval/Building Bond Management - Philip Radding

Submitted by: Brian S. Phinney, COO

Supporting Information/Documentation:

11-16-21 Building Bond Management Scope and Proposal

Key Terms:

N/A

Executive Summary:

Recommendation for entering into an agreement with former Facilities Manager, Phil Radding to serve as owner's representative to coordinate and oversee the \$3.75 million dollar Building Bond approved by voters in November of 2020.

Detailed Review:

On November 4, 2020 citizens of Biddeford approved a building bond in the amount of \$3.75 million dollars for repair of Biddeford City Hall and other buildings. Management of the projects associated with the bond require both coordination and on-site management. Given the current workload, it is recommended that the City hire an owner's representative to serve in that role.

Phil Radding served as the facilities manager from 2007 through 2019, retiring in January 2020. The city manager is recommending hiring Mr. Radding as a contract employee to serve as the owner's representative to coordinate and oversee the building projects. Mr. Radding has intimate knowledge of city hall, Biddeford's municipal purchasing and accounting structure, as well as familiarity with local vendors and suppliers.

As a contract employee, Mr. Radding would not receive insurance or other benefits. Pay would be \$550 per day or portion thereof plus expenses.

Funding Source:

2020 Building Bond

Staff Recommendation:

Staff recommends authorization to enter into an agreement with Phil Radding as presented.

From: [Philip Radding](#)
To: [Bennett, James](#)
Cc: [Phinney, Brian](#)
Subject: Proposal for Owners Representative for Renovation of Biddeford City Hall
Date: Wednesday, October 27, 2021 11:54:29 AM
Attachments: [Phase1.docx](#)

Attached is the proposal you requested with a timeline for each phase of the project. Please let me know if you have any questions.

Regards,

Philip Radding.

Proposal For Owners Representative for Renovation of Biddeford City Hall

Phase 1

- Develop Request for proposal for Historically Certified Architect. Publish AD
- Set up Committee to interview architects who have submitted qualifications. Committee would be made of individuals such as the City Engineer, Public Works Director, and myself.
- Once the Architect has been selected pricing for his or her services would be discussed, and a contract signed.

Work on Phase 1 I estimate would take four to six days.

Phase 2

- This phase is the most crucial. Decisions would have to be made as to the type of materials to be used. Whether construction would be to build similar or would have to be matched to original construction. Plans may have to be reviewed by the state Historical Commission.
- Selection of new windows. These would have to be approved by the National Parks Department.
- Develop of plan for the Sprinkler system for City Hall and new fire alarm system. This work will have to be coordinated with City Theater as some of the sprinklers would have to be brought up to code for the theater. The present fire alarm system would have to be replaced and it covers the Theater as well. It may be recommended that this be a separate contract and would have to be bid separately.
- Development of bid plans specifications which would have to be reviewed and approved.
- Advertisements would to be written and published for the Construction phase.

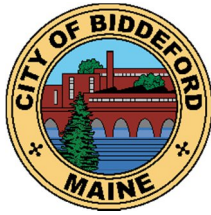
Work on Phase 2 I estimate would take three to four weeks of time and some of which could be done remotely and billed hourly.

Phase 3

- The Construction phase could take the longest and could run four to six months and hopefully run during the summer months. During this phase I would expect to be on site two to three days a week for construction meetings and to inspect the work and progress. Work on the dome and wood detail around the clock will be the most important and will need the most inspection.

Work on phase 3 estimated will take two to three days per week over the course of construction.

My fees for this project are based on \$550.00 per day plus all related expenses. Any work that I do from my home would be billed on an hourly rate.



REQUEST FOR Qualifications Biddeford FIRE DEPARTMENT ASSESSMENT



November 2021

Introduction

The City of Biddeford invites interested consulting firms to submit written Statements of Qualifications (SOQ) to provide organizational and performance management review services for the Biddeford Fire Department. The purpose of this study is to provide information and recommendations regarding the effectiveness and efficiency of fire department's operations. This includes, but is not limited to, analyzing the department's organization, programs and services, operating policies and procedures, training, budget, and staffing.

Letters of interest with attached qualifications should be clearly marked "RFQ-Biddeford Fire Department Assessment". with the name and address of the firm responding to the RFQ. Responses should be submitted to:

Mr. James Bennett, City Manager
City of Biddeford
205 Main Street (physical address)
P.O. Box 586 (mailing address)
Biddeford, Maine 04005

An SOQ must be submitted in a sealed envelope marked: "RFQ: Biddeford Fire Department Assessment". SOQs will be accepted until 11:59 AM on December 15th, 2021 at the City Manager's Office, Suite 107, Biddeford City Hall, located 205 Main Street Biddeford, Maine 04005. There will be a public opening of submittals at that time.

A fee statement, under separate cover, shall be submitted concurrent with the SOQ. The fee statement will not be opened until a qualified candidate has been selected.

Any questions regarding the scope of work or RFQ generally shall be submitted in writing to City Manager James Bennett at james.bennett@biddefordmaine.org with "RFQ: Biddeford Fire Department Assessment" in the subject line. Questions will be accepted until 3:00 pm on Friday, December 10, 2021.

Statement of Qualification Requirements

Submittals must be clear and concise, organized as indicated below, and with all identified sections included. Include only the information requested or directly related to the requested information in each section. If you feel additional information is necessary to support your qualifications, you may include it at the end of the required information in a section called "Supporting Data".

To be considered, please submit the following information:

1. Firm Qualifications:

- a) A summary of the firm's experience relevant to the Scope of Services including dates of relevant projects.
- b) A list of the individuals who will be assigned to this project, along with their resumes, in addition to identifying the principal or project manager who will lead this project.

- c) A list of references, contact persons, telephone numbers, and e-mail addresses regarding similar projects with cities of similar or greater size performed in the last five years;
 - a. Include projects where the fire departments are full time professional departments;
 - b. Include projects conducted in similar service center settings;
 - c. Include examples of surveys or other similar tools used to gather information for similar projects;
 - d. Include copies (electronic versions preferred if available) of your last three comparable studies; and
 - e. Include relevant information related to the implementation of any of your recommendations.
- d) Other relevant information such as services or capabilities not specifically identified in this RFQ but that, in the opinion of the Proposer, would be helpful to the process.

2. Description of Project Methodology:

Explain how your firm anticipates addressing the requested Scope of Services including the methodologies to be employed. Include a project schedule and estimated date of completion.

To illustrate aptitude and suitability for the Scope of Services, submit a detailed work plan including (but not limited to):

- a) Examples of survey tools anticipated to be employed.
- b) Description of how key stakeholders will be identified for the purpose of soliciting input.
- c) Description of the interview process anticipated to be utilized.
- d) Describe other major methodologies or tools that will be used to obtain an understanding of current operations including, but not limited to, the following areas: daily functions and activities, equipment, budget, training, organizational structure/staffing, etc.

3. Benchmarks. Identify benchmarks that would be used to measure results/outcomes.

4. Fee Schedule

Successful proposer(s) will be compensated according to a mutually acceptable fee structure. **To be included in proposal under separate cover**, include detailed information on the proposed fee structure for the base Scope of Services as outlined below, including all fees, charges, expenses, etc., that are proposed to be included. Hourly rates of project staff should be specified to provide a basis for negotiation of fees should the City determine that additional services are needed.

Base Scope of Services

The successful Proposer shall be responsible for performing a survey and analysis of operations, budget, organizational structure, management, job descriptions and duties, policies, equipment, training programs and certifications, functions, and activities of the department, resulting in specific recommendations to improve the department's efficiency and effectiveness, for strategic direction, improvements, management actions, realigning staff responsibilities/job duties, budget savings or initiatives requiring supplemental funding; as well as to positively comment on areas found to be well managed and/or appropriately funded, and prepare the department to meet modern and future trends and needs of the community in fire/emergency response preparedness. The City has previously completed fire station location and condition studies, so a physical assessment of facilities will not be included in the scope of services.

Examples of expected results are as follows:

1. Recommendations for the most effective and efficient organizational structure and job duty assignments.
2. Recommendations for appropriate staffing at various organizational levels, the proper assignment mix of employees, as well as shift scheduling.
3. Analysis of the calls-for-service load beginning with the initial call through final disposition as compared with national standards and department capabilities.
4. Evaluation of current equipment, vehicle/apparatus configuration, acquisition/replacement, maintenance and assignment practices, and/or recommendations for a more effective approach.
5. Recommendations for contracting out services or functions to enhance efficiency.
6. Opportunities for collaboration with other departments, community, regional, or state agencies.
7. Recommendations as to additional specialized services that the department should, but does not currently, offer.

The selected firm should anticipate presenting its report/deliverables at a series of meetings to include reviewing the initial draft with City staff and departmental personnel and a subsequent draft with elected officials at a public workshop. After presentation to Council, the firm should anticipate making final corrections and additions and providing five bound hard copies of the report along with electronic copies in both pdf and Word format.

Required RFQ Submission Contents:

Consultant's response to this RFQ must include:

1. Letter of Transmittal: Briefly describe the history, size, and expertise of your firm;
2. Firm Qualifications:
 - a) A summary of the firm's experience relevant to the Scope of Services, including dates of relevant projects.

- b) A list of the individuals who will be assigned to this project, including their locations and availability, along with their resumes, in addition to identifying the principal or project manager who will lead this project. If you propose subcontracting any portion of the work, clearly identify all the subcontractors, the responsibilities of each party, the assurances of performance you offer, and provide references for each subcontractor.
 - c) A list of references, contact persons, telephone numbers, and e-mail addresses regarding similar projects with cities of similar or greater size performed in the last five years;
 - a. Include projects where the fire departments are full time professional departments;
 - b. Include projects conducted in similar service center settings;
 - c. Include examples of surveys or other similar tools used to gather information for similar projects;
 - d. Include copies (electronic versions preferred if available) of your last three comparable studies; and
 - e. Include any information related to the implementation of any recommendations you brought forward.
 - d) Other relevant information such as services or capabilities not specifically identified in this RFQ but that, in the opinion of the Proposer, would be helpful to the evaluation process and understanding of the responder's qualifications.
3. Description of Project Methodology: Explain how your firm anticipates addressing the requested Scope of Services including the methodologies to be employed. Include a project schedule and estimated date of completion.

To illustrate aptitude and suitability for the Scope of Services and how deliverables outlined in the scope of services will be met, submit a detailed work plan including (but not limited to):

- a) Examples of survey tools anticipated to be employed.
 - b) Description of how key stakeholders will be identified for the purpose of soliciting input.
 - c) Description of the interview process anticipated to be utilized.
 - d) Describe other major methodologies or tools that will be used to obtain an understanding of current operations including, but not limited to, the following areas: daily functions and activities, equipment, budget, training, organizational structure/staffing, etc.
 - e) Identify benchmarks that would be used to measure results/outcomes
4. Timeline: Provide a schedule that shows the estimated time of completion for the deliverables in the scope of services with additional benchmarks as deemed necessary.
5. Fee Proposal: The price you propose to charge for the identified scope of work **MUST be submitted in a SEALED AND SEPARATE ENVELOPE**. Proposer shall include payment terms. Payments shall be based on the completion of specific tasks within the proposal and shall reasonably relate to the percentage of the work that has been completed at the time of payment. While price will be a factor in the final award, it will only be considered once the most qualified firms have been identified. See additional information below. The fee statement will not be opened until the consultants have been rated. The fee and scope of work shall be subject to negotiation.
6. Additional Materials are welcome and may be submitted; however, the City reserves the right to make a decision without regard to any additional information submitted by any firm. The City reserves the right to require additional supplemental materials to determine which proposal best

meets the needs of the City. If such materials are requested from any one firm, all firms remaining under consideration will be given the opportunity to provide similar materials but will not be required to do so. Any firm may withdraw a proposal at any time prior to execution of a contract without prejudice. The City shall not reimburse any firm for expenses incurred for development and submittal of a response.

Evaluation and Selection Criteria

A Selection Review Committee (SRC) shall review all submittals and may select a short list of Proposers deemed to be the most qualified for an interview. Those selected will have the option of electronic interviews or interviewing in person in Biddeford (without cost to the City). Proposers may be requested to furnish additional information during the selection process. The selection of the short list will be based on demonstrated competence and qualifications only. Fees, price, man-hours, or any other cost information will not be considered in the selection of the short list.

Based upon the evaluation and interviews, the committee will recommend to the Biddeford Finance Committee the selection of one Proposer for final contract negotiations. The negotiations shall include consideration of compensation; establishing the final scope of services; and other contract terms and conditions the City determines to be fair and reasonable. In making this determination, the City shall take into account the estimated value, scope, complexity, and nature of the required services.

Each submission will be evaluated according to the following criteria:

1. The qualifications and experience of the individual(s) who will perform the work (15 points)
2. The availability and capacity of the firm to perform the services required. (15 points)
3. The past performance, volume, and quality of this type of work performed by the Firm, including the quality of the references provided by prior clients. (25 points)
4. Ability to professionally complete the Scope of Services. Evaluation of such ability shall be based on the following factors: (35 points)
 - a. Previous experience on similar projects;
 - b. Manpower competency and capability to carry out the requested services;
 - c. Method or approach to the project and service provided; and
 - d. Size of firm and depth of its resources
5. A demonstrated ability to finish projects on time and within budget (10 points)

Copies Required

The Proposer shall submit:

- Six (6) paper copies of their proposals
- One (1) electronic copy in Microsoft Word format (either CD, DVD, flash drive)
- One (1) electronic copy in Adobe Acrobat pdf format (either CD, DVD, flash drive)

- One (1) Fee Statement under separate cover. The fee statement shall not be opened for consideration until after the candidate selection and ranking process

Additional Information

Equal Opportunity – Affirmative Action:

The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin and will take all steps to ensure employees are treated equally during employment. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Award:

The City reserves the right to accept or reject any proposal to best serve its interests and to hold the proposals for ninety (90) days before rendering any decision. Acceptance of any proposal does not place the City or the fire department under any obligation to award the lowest priced response. The City reserves the right to negotiate with the successful Proposer and modify the scope of work as may be needed to achieve the City's goals.

Compensation:

Proposers shall agree to provide a firm lump sum fee proposal for work covered under this proposal and shall not list their proposal as hourly or open-ended. ALL additional fees contemplated, such as travel, mileage, meals, accommodations, rental cars, office supplies, printing, copying, postage, and mailing shall be detailed and included in the proposal. Upon award of a contract, Proposer agrees to submit progress invoices and W-9 forms based on agreed fees.

TERMINATION:

Following implementation, should the City find that the Proposer has failed in any material respect to performing their agreed-upon obligation under the agreement; the City shall have the right to cancel the agreement as being in the best interest of the City subject to 30 days written notice.



City Council

Meeting Date: November 16, 2021

Meeting Time: 6:00 p.m.

Agenda Item No: 7.h.

Item Description: 2021.119) Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-59-Snow
Emergency Parking Ban/Update Parking Lots - Remove Sullivan Street Parking
Lot

Submitted by: Brian S. Phinney, COO
Roger Beaupre, Chief of Police

Supporting Information/Documentation:

N/A

Key Terms:

N/A

Executive Summary:

Amend Chapter 42, Section 42-59 by deleting reference to Sullivan Street Parking Lot. The lot was originally added to the list of available snow emergency parking ban lots to expand capacity during garage construction. With availability of garage parking the lot is no longer needed.

Detailed Review:

Circa 2018, the City of Biddeford entered into a Memorandum of Understanding with Biddeford Housing Authority to utilize the private parking lot at 39 Sullivan Street for residential parking during declared Snow Emergencies. The Agreement stipulated that the City would be responsible for cleaning and snow removal as consideration. This Agreement was suggested to address a lack of available snow emergency parking.

Now that the Parking Garage has available parking spaces for that purpose, this use and maintenance agreement between the City and the Biddeford Housing Authority is no longer necessary.

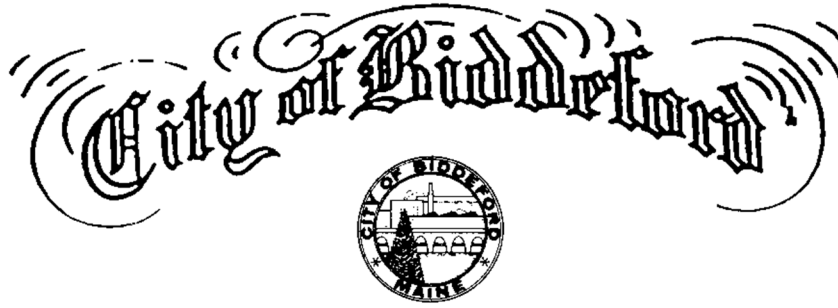
Also, it is recommended to change the word "shall" to "may" under subsection 2. Shall is mandatory, and there may be circumstances when towing is not feasible: such as availability of service wreckers, time of day, or the street has already been cleaned at the end of a storm.

Funding Source:

N/A

Staff Recommendation:

Approve the recommended changes to Section 42-59.



2021.120

IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021

BE IT ORDERED, by the City Council of the City of Biddeford that expenses associated with the October 2021 river wall failure repair project be assigned to funds currently reserved for construction of the next phase of the RiverWalk and associated pedestrian connections.

Note: The amount of the current dedicated reserve is \$3,000,000.



City Council

Meeting Date: November 16, 2021

Meeting Time: 6:00 p.m.

Agenda Item No: 7.i.

Item Description: 2021.120) Discussion: Approval of River Wall Repair Funding

Submitted by: James Bennett, City Manager
Brian S. Phinney, COO

Supporting Information/Documentation:

N/A

Key Terms:

N/A

Executive Summary:

A request has been made to bring forward an order to establish funding for the repair of the failed river at the RiverWalk overlook. The request specifies that expenses shall be covered under funds currently reserved for construction of the next phase of the RiverWalk and associated pedestrian connections as a component of the Pearl Street garage financing project.

The actual 'account' assignment from an accounting point of view at this point is temporary. As explained during the emergency meeting, the original intent was to place the expenditures in a temporary project account for budgeting and tracking. For the accountants, a balance sheet account. When more information is available, the Council will receive an update with proposed alternatives specific to the actual project charges (whatever they maybe) along with any recommendations from staff.

Detailed Review:

As a result of a recent storm event, a section of the river wall supporting the RiverWalk at the location of the overlook collapsed. Mitigation steps are underway to stabilize the failed wall section. Concurrent with this submittal, an access "road" is under construction in the river along the riverbank. The road will facilitate the construction of a cofferdam. The cofferdam will subsequently allow cleanup of the damaged section and completion of a detailed engineering assessment. Engineering plans will be created for the repair once the assessment is complete.

The emergency management director is working with York County Emergency Management Agency, Maine Emergency Management Agency and Federal Emergency Management

Agency on a disaster declaration. If declared, a major percentage of the cost of the project may be covered by disaster funds. Until a decision is announced expenses will be carried under a project liability account.

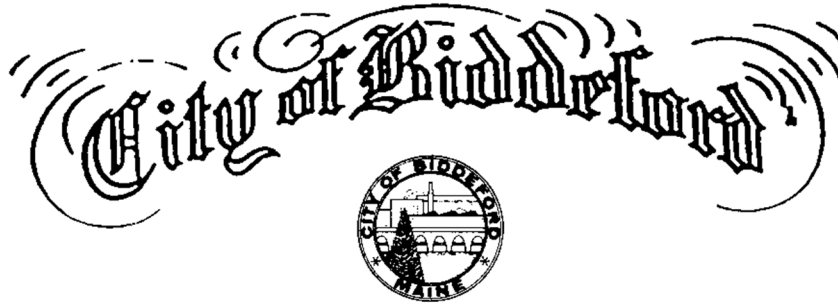
At the November 4th meeting of the City Council, a request was made to bring an order forward specifying river wall repair expenses be covered first by drawing on the \$3,000,000 dollars available for the construction of the next phase of the RiverWalk and pedestrian connections as part of the Pearl Street garage project. This item addresses the request.

Funding Source:

To be determined

Staff Recommendation:

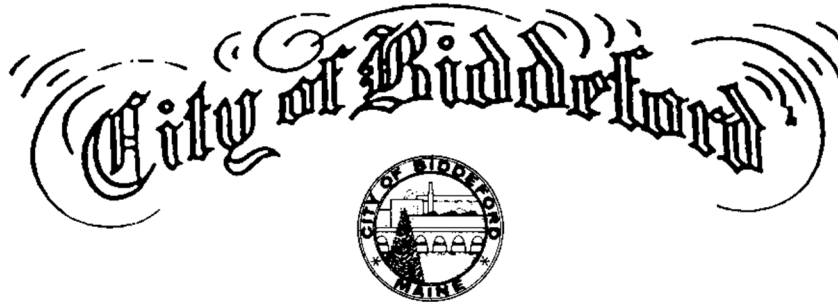
Staff recommends carrying the expenses as a liability until such time as it is known whether there will be a disaster declaration, the total cost of the repair is known, and the City's share of expenses can be determined.



IN BOARD OF CITY COUNCIL...NOVEMBER 16. 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
appoint:

Richard "Rick" Laverriere
371 South Street
Ward 6

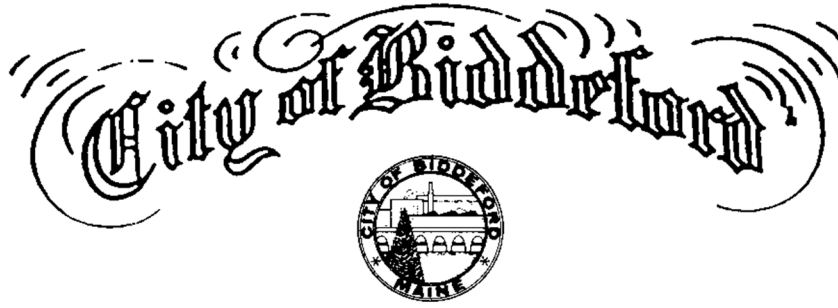
as CHAIR of the *Airport Commission* for 2022.



IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

William (Bill) Southwick
16 Congress Street
Ward 4

as CHAIR of the *Planning Board* for 2022.



IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

Carmen Morris
30 Beacon Avenue
Ward 7

to the *Airport Commission*, for a term to expire in December 2024.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: November 8, 2021

Name: Carmen Morris

Street Address: 30 Beacon Avenue
Biddeford, ME 04005

Mailing Address:
(if different) _____

Phone Number(s): 207-351-5869

Email Address: carmen.morris@biddefordmaine.org

Which City Committee, Board or Commission do you request to be appointed to:

- | | |
|---|--|
| ☒ • Airport Commission | ☐ • Harbor Commission |
| ☐ • Biddeford Fire Advisory Committee | ☐ • Historic Preservation Commission |
| ☐ • Biddeford Housing Authority | ☐ • Planning Board |
| ☐ • Biddeford Police Advisory Committee | ☐ • Policy Committee |
| ☐ • Board of Assessment Review | ☐ • Project Canopy Committee |
| ☐ • Cable T.V. Committee | ☐ • Recreation Commission |
| ☐ • Capital Projects Committee | ☐ • Shellfish Conservation Committee |
| ☐ • Conservation Commission | ☐ • Solid Waste Management Commission |
| ☐ • Downtown Development Commission | ☐ • Wastewater Management Commission |
| ☐ • Economic Improvement Commission | ☐ • Zoning Board of Appeals |

CITY OF BIDDEFORD
Committee Application

Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

I have served on the Airport Commission since February 2019. Earlier this year, the Commission elected me the Vice Chair. I have also assumed the responsibilities of putting together the Commission meeting agendas and maintaining minutes of the meetings.

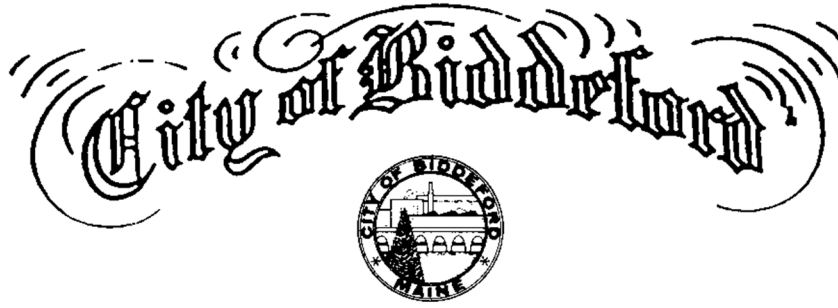
Please list any other experience that may be pertinent to the Board or Committee in which you are requesting to serve on.

As Biddeford's City Clerk, I feel that I can assist this Commission in staying publicly accessible by ensuring agendas, minutes and other pertinent documents are posted on the City's website. I also understand the City's budget process and can help advocate for funding of Airport projects and CIP projects when needed.

Please provide a brief statement describing your interest in serving the City of Biddeford.

As a long time employee of the City of Biddeford, I felt it was a good time to serve in the capacity of a volunteer on a commission that greatly interests me. In my time on this commission, I have learned a lot and have truly enjoyed my time as an Airport Commissioner.

Attach any additional information to this application and return it to the City Clerk's Office.



IN BOARD OF CITY COUNCIL...NOVEMBER 16, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
re-appoint:

Richard Rhames
10 West Loop Road
Ward 3

to the *Conservation Commission*, for a term to expire in December 2026.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: 11/2/2021

Name: Richard E. Rhames

Street Address: 10 West Loop Rd

Mailing Address:
(if different) Biddeford, Me. 04005

Phone Number(s): 282-2119

Email Address: rerhames@gmail.com

Please indicate whether you would like your contact information posted on the City's website:

☒ YES

☐ NO

Which City Committee, Board or Commission do you request to be appointed to:

- | | |
|--|---|
| ☐ • Ad Hoc Comprehensive Plan Comm. | ☐ • Harbor Commission |
| ☐ • Biddeford Housing Authority | ☐ • Historical Preservation Commission |
| ☐ • Board of Assessment Review | ☐ • Planning Board |
| ☐ • Cable T. V. Committee | ☐ • Police Advisory Committee |
| ☐ • Capital Projects/Operations Committee | ☐ • Policy Committee |
| ☒ • Conservation Commission | ☐ • Project Canopy |
| ☐ • Downtown Development Commission | ☐ • Recreation Commission |
| ☐ • Economic Improvement Committee | ☐ • Saco River Corridor Commission |
| ☐ • Environmental Board | ☐ • Shellfish Conservation Committee |
| ☐ • Fire Advisory Committee | ☐ • Solid Waste Management Commission |
| | ☐ • Wastewater Management Commission |
| | ☐ • Zoning Board of Appeals |
| | ☐ • Other _____ |

CITY OF BIDDEFORD
Committee Application

Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

City Council (at-large) 2X, Various city committees including
Solid waste, cable, policy, etc.
98-99 Comprehensive Plan Commission
30-year veteran of Saco Valley Land Trust - most as Chair
Currently BCC member (with perfect attendance merit badge)

Please list any other experience that may be pertinent to the Board or Committee in which you are requesting to serve on.

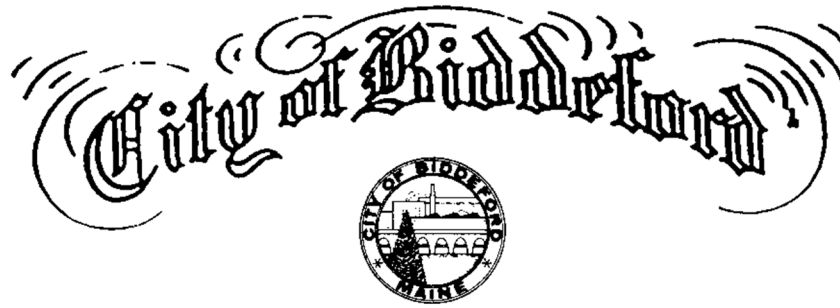
Long-time attendee at meetings of Biddeford Conservation Comm.
and many planning board meetings
Recipient of award for Forestry (2020?) from York County
Soil + Water Conservation District
Decades as co-coordinator with USDA Natural Resources
Conservation Service (NRCS) My wife & I are turners.

Please provide a brief statement describing your interest in serving the City of Biddeford.

As one of the many(?) that fought against the
MEPC incinerator since its inception, I was not
surprised when its termination (and subsequent PR blizzard)
led to Biddeford's suddenly becoming "desirable" (there's a
lot of the natural world to conserve in Biddeford, but
it is all under threat now. We don't have MEPC to
"protect" us anymore.
A changing climate regime is driving people to the northeast.
Biddeford's working landscape & high-value habitats require
voices to be raised in their defense. Now more than ever.

Attach any additional information to this application and return it to the City Clerk's Office.

My work & positions on conservation, the vital
importance of the public sector, and support of
democratic systems of governance are, or should be
well-known. I have tried to be a public citizen,
and have not been shy about it.



2021. IN BOARD OF CITY COUNCIL. NOVEMBER 16, 2021
BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to execute the proposed Police Union Contract substantially in the form presented to the City.