

*City of Biddeford*

**City Council**

**October 06, 2020 6:00 PM Via ZOOM**

**Please click the link below to join the webinar:**

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**Webinar ID: 967 4116 6803**

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- 1. Roll Call**
- 2. Adjustment(s) to Agenda**
  - 2.a. Appointment: Victoria Foley...Zoning Board of Appeals
- 3. Presentation:**
  - 3.a. Municipal Bond Referendums - November 3, 2020 Election  
[Municipal Bond Referendum with Treasurer Statement.pdf](#)
- 4. Consideration of Minutes:**
  - 4.a. September 15, 2020 Council Meeting Minutes  
[9-15-2020 Council Meeting Minutes.docx](#)
  - 4.b. September 22, 2020 Special Council Meeting Minutes  
[9-22-2020 Special Council Meeting Minutes.docx](#)
- 5. Orders of the Day:**
  - 5.a. 2020.83) Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-95-Four-way Stop Intersections/Add Main Street, Lincoln & Adams Street  
[10-06-2020 Four-Way Stop Intersection-Main-Lincoln-Adams Streets.doc](#)
  - 5.b. 2020.84) Amendment/Ch. 2, Administration/Sec. 2, Division 12 - Police Advisory Committee/Various Amendments  
[10-06-2020 Police Advisory Committee-various amendments.doc](#)  
[9-17-2020 Police Advisory Comm Amendments-MEMO.docx](#)
  - 5.c. 2020.85) Authorization/Installation of Speed Table on Maplewood Avenue  
[10-06-2020 Speed Table at BHS-ORDER.doc](#)  
[10-06-2020 Speed Table at BHS-MEMO.docx](#)
  - 5.d. 2020.86) Authorization/Agreement with SPURWINK for Assignment of Community Engagement Specialist to Work with Biddeford Police Department  
[10-06-2020 Collaboration Agreement-Spurwink-ORDER.doc](#)

- [10-06-2020 Collaboration Agreement with Spurwick-MEMO.docx](#)
- 5.e. 2020.87) Authorization/Partial Funding of Microbial Source Tracking Project at Biddeford Pool  
[10-06-2020 Microbial Testing-Bidd Pool-ORDER.doc](#)  
[10-06-2020 Microbial Testing-Bidd Pool-MEMO.docx](#)  
[10-06-2020 Microbial Testing-DMR Closure Letter.pdf](#)
- 5.f. 2020.82) REMOVE FROM TABLE: Approval/Hills Beach Fire Station Lease Extension with Hills Beach Association  
[9-15-2020 Hills Beach Fire Station-Lease with HBA-ORDER.docx](#)  
[10-15-2019 Hills Beach Assoc-Lease-Purchase of Fire Station-ORDER.doc](#)
- 5.g. 2020.88) Approval/Purchase of EMS Equipment (Stretcher, Stair Chair & Cardiac Monitor)/Stryker of Redmond, Washington  
[10-06-2020 Fire Dept-EMS Equipment-ORDER.doc](#)  
[10-06-2020 Fire Dept-EMS Equipment-Backup Docs.pdf](#)
- 5.h. 2020.89) Approval/City-Wide Public Safety Radio System Upgrade/Motorola Solutions; and Communications Technology with Dirigo Wireless, Inc.  
[10-06-2020 Public Safety Radio System - ORDER.doc](#)  
[10-06-2020 Public Safety Radio System-Briefing Memo.docx](#)  
[10-06-2020 Public Safety Radio System-Financing Options.pdf](#)  
[10-06-2020 Public Safety Radio System-Revised Quote.pdf](#)
- 5.i. 2020.90) Referral to Planning Board/Adult Use Marijuana Zoning Ordinance Amendments  
[10-06-2020 Marijuana Zoning Amendment Referral-ORDER.docx](#)  
[10-06-2020 Marijuana Zoning Amendment Referral-MEMO.docx](#)
- 5.j. 2020.91) Approval/Blanket Letter of Approval for Game of Chance & Beano/Bingo State Applications for the Year 2021  
[10-06-2020 Blanket Letter-Game of Chance-Bingo-ORDER.docx](#)  
[10-06-2020 Blanket Letter-Game of Chance-Bingo-LETTER.docx](#)
- 5.k. 2020.92) Authorization/Disposal of Portion of Acorn Street  
[10-06-2020 Acorn Street - Disposition of Portion-ORDER.pdf](#)
- 5.l. 2020.93) Approval/Field Repairs on Field II at St. Louis Field  
[10-06-2020 St Louis Field II - ORDER.docx](#)  
[10-06-2020 St Louis Field II - Sportsfield Specialties-40'H Quote.pdf](#)  
[10-06-2020 St Louis Field II - Sportsfield Specialties-50'H Quote.pdf](#)  
[10-06-2020 St Louis Field II - Poles with Canopy.JPG](#)  
[10-06-2020 St Louis Field II - Poles with Canopy\(2\).JPG](#)  
[10-06-2020 St Louis Field II - Poles without Canopy.jpg](#)  
[10-06-2020 St Louis Field II-Poles without Canopy\(2\).jpg](#)
- 5.m. 2020.94) Authorization/Agreement w/Wright-Pierce/Collection System Evaluation  
[10-06-2020 Wright-Pierce-Collection System Evaluation-ORDER.doc](#)  
[10-06-2020 Wright-Pierce-CSO Master Plan-Briefing Memo.docx](#)  
[10-06-2020 Wright-Pierce Collection System Evaluation.pdf](#)
- 5.n. 2020.95) Declaration of Climate Emergency Resolution (submitted by Conservation Commission)  
[10-06-2020 Climate Emergency Resolution Declaration.pdf](#)

- 5.o. 2020.96) Public Addressing the Council/Submittal of Recorded Public Comments  
[10-06-2020 Submittal of Recorded Public Comments-ORDER.doc](#)  
[10-06-2020 Submittal of Recorded Public Comments-MEMO.docx](#)
- 5.p. 2020.97) Approval/Business Equipment Unlimited Printer & Copier Agreement  
[10-06-2020 Order Printer Copiers Lease FY20.docx](#)  
[Agenda Brief - BEU Printer and Copier Contract F.docx](#)  
[20201006 BEU Printer Copier PowerPoint.pdf](#)  
[202010 BEU Copier Purchase Agreement.pdf](#)  
[202010 BEU Copier Maintenance Agreement.pdf](#)

**Appointments:**

Victoria Foley...Downtown Development Commission  
[10-06-2020 Appt-Foley-DDC.docx](#)  
[10-06-2020 Comm App-Foley-DDC.pdf](#)  
Frederick Olson...Police Advisory Committee  
[10-06-2020 Appt-Olson-Police Advisory Comm.docx](#)  
[10-06-2020 Comm App-Olson-Police Advisory Comm.pdf](#)  
Victoria Foley...Zoning Board of Appeals  
[10-06-2020 Appt-Foley-ZBA.docx](#)  
[10-06-2020 Comm App-Foley-ZBA.pdf](#)

- 6. Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)**
- 7. City Manager Report**
- 8. Other Business**
- 9. Council President Addressing the Council**
- 10. Mayor Addressing the Council**
- 11. Executive Session**
  - 11.a. 1 MRSA 405(6)(D)...Labor Contract Negotiations
  - 11.b 1 MRSA 405(6)(C)...Real Estate Matter
  - 11.c. 1 MRSA 405(6)(C)...Economic Development Matter
- 12. Adjourn**

**SAMPLE BALLOT  
CITY OF BIDDEFORD  
MUNICIPAL REFERENDUM ELECTION  
NOVEMBER 3, 2020**

**Instructions to Voters**

- ◆ To vote: COMPLETELY FILL IN THE OVAL TO THE LEFT of your choice, like this: ●
- ◆ If you make a mistake, you may request a new ballot.
- ◆ DO NOT ERASE OR CROSS OUT.

**QUESTION 1:**

Shall the Mayor and Treasurer of the City of Biddeford be authorized to borrow, on behalf of the City, a sum not to exceed ten million dollars (\$10,000,000) on such terms as the Mayor and Treasurer determine are necessary and proper pursuant to 30-A MRSA §5772, including the interest rate and the principal payment dates, the Mayor and Treasurer being authorized to execute and issue such bonds with or without provision to call such bonds for redemption, with or without premium, for the purpose of paying the costs of separation of storm and sanitary sewers and related improvements?

- ☐ YES
- ☐ NO

**QUESTION 2:**

Shall the Mayor and Treasurer of the City of Biddeford be authorized to borrow, on behalf of the City, a sum not to exceed seven million five hundred thousand dollars (\$7,500,000) on such terms as the Mayor and Treasurer determine are necessary and proper pursuant to 30-A MRSA §5772, including the interest rate and the principal payment dates, the Mayor and Treasurer being authorized to execute and issue such bonds with or without provision to call such bonds for redemption, with or without premium, for the purpose of paying the costs up to \$3,750,000 for improvements to roads, sidewalks and drainage systems; and for costs up to \$3,750,000 for repairs and improvements to the City Hall Building and other City Buildings.

- ☐ YES
- ☐ NO

**TREASURER'S STATEMENT**

**A. Total City Indebtedness**

|      |                                                                                        |              |
|------|----------------------------------------------------------------------------------------|--------------|
| i.   | Bond and other debt principal outstanding and unpaid:                                  | \$48,868,916 |
| ii.  | Bond principal authorized and unissued:                                                | \$ 844,439   |
| iii. | Bond principal authorized to be issued<br>if questions are approved (the "New Bonds"): | \$17,500,000 |

**B. Costs**

At an estimated maximum interest rate of 4.23% and with an estimated maximum term of twenty (20) years, the estimated costs of the New Bonds will be:

|                              |              |
|------------------------------|--------------|
| Total Bond Principal         | \$17,500,000 |
| Total Estimated Interest     | \$ 6,566,817 |
| Total Estimated Debt Service | \$24,066,817 |

Estimated Average Annual Payment \$ 1,203,340

Based on the City's assessed value of its taxable property as of April 1, 2020, it would be necessary to increase the City's mil rate by \$0.48 per \$1,000 assessed value to cover the cost of this debt, commencing no sooner than the City's fiscal year 2022-2023.

**C. Validity**



**COUNCIL MEETING  
SEPTEMBER 15, 2020**

*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 6:00 p.m.

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

Amy Clearwater was excused.

There were no adjustments to the agenda.

***Proclamation: Constitution Week – September 17 through 23***

Mayor Casavant read the proclamation.

Consideration of Minutes: **September 1, 2020**

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

Vote: Unanimous.

### Orders of the Day:

**2020.79** **IN BOARD OF CITY COUNCIL..SEPTEMBER 15, 2020**

**BE IT ORDERED**, that the City Council of the City of Biddeford does hereby approve the purchase of one (1) 2020 Ford Expedition as per bid of September 4, 2020 from Arundel Ford or Arundel, Maine in an amount not to exceed \$37,903.00 (before discounts valued at \$1,300.00). The purchase of this vehicle is included in the FY21 CIP Budget, line 21204-60603.

NOTE: The Finance Committee will consider this item at their September 15, 2020 meeting and vote to recommend to the City Council for consideration.

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

Vote: Unanimous.

**2020.80** **IN BOARD OF CITY COUNCIL..SEPTEMBER 15, 2020**

**BE IT ORDERED**, that the City Council of the City of Biddeford does hereby approve the purchase of two (2) 2021 Ford Explorer utility police cars as per bid of September 4, 2020 from Arundel Ford or Arundel, Maine in an amount not to exceed \$66,122.00 (before discounts valued at \$11,600.00). The purchase of this vehicle is included in the FY20 Budget, line 21146-60603.

NOTE: The Finance Committee will consider this item at their September 15, 2020 meeting and vote to recommend to the City Council for consideration.

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

Vote: Unanimous.

**2020.81** **IN BOARD OF CITY COUNCIL..SEPTEMBER 15, 2020**

**BE IT ORDERED**, that the City Council of the City of Biddeford hereby adopts the Maine Municipal Association Model Ordinance, General Assistance Appendices **(A-D-E) – General Assistance Maximums** for the period of October 1, 2020 to September 30, 2021.

Motion by Councilor Ready, seconded by Councilor Lessard to grant the order, specifically Appendices (A-F).

Vote: Unanimous.

Motion by Councilor McCurry, seconded by Councilor Belanger to designate the City Clerk, Carmen Morris to sign the adoption form to be submitted to the State on behalf of the Municipal Officers.

Vote: Unanimous.

**2020.82**

**IN BOARD OF CITY COUNCIL...SEPTEMBER 15, 2020**

**BE IT ORDERED**, that the City Council of the City of Biddeford does hereby authorize a one year extension of the lease/purchase agreement of the former Hills Beach Fire Station to the Hills Beach Association.

NOTE: This lease/purchase agreement was first approved by the City Council on October 15, 2019. The Order is attached.

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

Motion by Councilor McCurry, seconded by Councilor Lessard to table this order until the next Council Meeting; and to add an Executive Session for Real Estate Matter to tonight's agenda.  
Vote: Unanimous.

**2020.67**

**IN BOARD OF CITY COUNCIL...AUGUST 4, 2020**

**WHEREAS**, City ordinance declares it necessary and conducive to the protection of the public health, safety, welfare and convenience of the City to collect charges, referred to as sewer user fees, from all users who contribute wastewater to the City's treatment works; and,

**WHEREAS**, the sewer user fees are collected and deposited in a non-lapsing fund known as the "Sewer System Operation, Maintenance Replacement Fund and Debt Retirement Fund"; and,

**WHEREAS**, the proceeds of such fees so derived are used for the purpose of operating and maintaining the public wastewater treatment works and providing for future needs; and,

**WHEREAS**, the City Council is authorized to review and, if necessary, revise the sewer fees used as the basis for sewer fee billing; and,

**WHEREAS**, the creation of a new category covering multiunit facilities was reviewed and authorized by the Finance Committee on February 18, 2020; and,

**WHEREAS**, the new category is now in place allowing for data downloads from Maine Water relative to sewer user fees used as the basis for sewer use fee calculations;

**NOW THEREFORE BE IT ORDERED**, that the following rate structure be adopted:

Motion by Councilor McCurry, seconded by Councilor Lessard to remove the order from the table.

Vote: 7/1; Councilor Quattrone opposed.

Councilors Emhiser, McCurry, St. Cyr, Belanger, Ready, Ortiz and Lessard in favor.

Motion carries.

Motion by Councilor Lessard, seconded by Councilor Quattrone to amend the order that there be a 5% increase in sewer rate fees across the board; specifically, for residential – which includes multi-family residential, and commercial.

Vote on amendment: 2/6; Councilors Quattrone and Lessard in favor.

Councilors Emhiser, McCurry, St. Cyr, Belanger, Ready and Ortiz opposed.

Amendment fails.

Motion by Councilor Lessard, seconded by Councilor Quattrone to table the order until more information can be provided that will make a sewer rate increase fairer across the board.

Vote: 4/4; Councilors Ready, McCurry, St. Cyr and Emhiser opposed.

Councilors Quattrone, Belanger, Ortiz and Lessard in favor.

Mayor Casavant voted in opposition to the tabling motion to break the tie.

Motion to table fails.

Vote on order, as originally presented: 4/4; Councilors Lessard, Quattrone, Ortiz and McCurry opposed.

Councilors Emhiser, St. Cyr, Belanger and Ready in favor.

Mayor Casavant voted in the affirmative to break the tie. Motion carries.

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

*City Manager Report:*

City Manager, James Bennett shared the following information:

- 1) *Other grants/outside funding:* we have several other grants have been awarded or in the pipeline. These include:
  - a. *Eastern Trail:* Biddeford/Saco received notice of a \$75,000 grant to work on finding a connection for the two sections of ET. The study is focusing on the river crossing primarily. Each community will need \$4,500 of local match. We plan to fund that out of the grant reserve account if we cannot absorb it within operations.
  - b. *PACTS additional funding:* we competed for an additional \$200,000 from PACTs funding. I am pleased to report that the staff report that has just come out shows our application was number one scored out of 8 projects by one point. The formal votes will take place over the next 30 days. The project will assist the city in the next level of planning/engineering for the balance of Pearl St from Lincoln to Elm.
  - c. *Arts/Culture grant:* We have received a \$20,000 planning grant to help develop a more formal arts & culture organization/support in our community with an emphasis on the downtown.
  - d. *Fire grants:* You were already given notice that the fire department received \$25,520 of grant funding to purchase personal escape systems for our firefighters. We also have a grant in for 8 FT firefighters. That grant will cover all costs for 3 years with no match. Unlike the COPS grant, there is no requirement to keep staffing at this higher level when the grant funding runs out. We are more encourage this year than previous because of the new process we used and the feedback we are getting from the federal staff dealing with the application.
  - e. *Airport:* We received notice of another \$173,854 100% grant for the airport that is to be used to update the master plan for the city.

- 2) The Lincoln Mill Developers are starting to move toward the next phase of that project.

*Other Business:*

Councilor McCurry: asked for a quick update on absentee voting from the City Clerk.

City Clerk, Carmen Morris talked about the fact that voters citywide are now receiving numerous mailings from different entities and advocacy groups with absentee vote requests. Carmen explained that as long as voters have made an absentee ballot request with the City Clerk's Office, then they are all set, and the mailings can be disregarded. She expects to receive the absentee ballots at the beginning of October, and all requests for absentee ballots will be mailed out at that time.

Councilor McCurry suggested taking a look at the hours at the Recycling Center and possibly adjusting them to the citizens' needs.

Lastly, he noted that a constituent reached out to him asking why Spectrum has removed the French channel.

Councilor Lessard: encouraged everyone who has not yet done so to complete the Census survey.

Council President Addressing the Council: Councilor McCurry reminded folks that school is back in session, and this means that children are waiting for buses at bus stops throughout the City, and some of the bus stops are new this year. He urged folks to be careful and watch out for the children.

Mayor Addressing the Council: Mayor Casavant had the opportunity to tour the Riverdam project and is pleased with the progress he saw there. He noted now important it is that people recognize all the development that is currently going on in the City, including the Riverdam

project; the parking garage – which is slated to open in July 2021; and the on-going development of the Lincoln Mill project.

*Executive Session: 1 MRSA 405(6)(D)...Labor Contract Negotiations*

Motion by Councilor Belanger, seconded by Councilor Lessard to move into Executive Session.  
Vote: Unanimous.

Motion by Councilor McCurry, seconded by Councilor Lessard to also include an Executive Session, per 1 MRSA 405(6)(C)...Real Estate Matter.  
Vote: Unanimous. Time: 6:57 p.m.

{The Council came into City Hall to meet in person for the Executive Session; and it was noted that no action would be taken.}

Motion by Councilor McCurry, seconded by Councilor Lessard to move out of Executive Session.  
Vote: Unanimous. Time: 9:00 p.m.

Motion by Councilor McCurry, seconded by Councilor Quattrone to adjourn.  
Vote: Unanimous. Time: 9:00 p.m.

**Attest by:** \_\_\_\_\_  
**Carmen J. Morris, City Clerk**

**SPECIAL COUNCIL MEETING  
SEPTEMBER 22, 2020**

*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 5:30 p.m.

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

**Public Hearing: Liquor License Application – Mi Pueblo Tacos Y Tequila**

The Chair opened the Public Hearing at 5:31 p.m.

There were no public comments.

The Public Hearing was closed at 5:31 p.m.

**Consideration of Liquor License Application: Mi Pueblo Tacos Y Tequila**

Motion by Councilor McCurry, seconded by Councilor Clearwater to recommend issuance of the State Liquor License to Mi Pueblo Tacos Y Tequila.

Vote: Unanimous.

**Executive Session:**

- **1 MRSA 405(6)(C)...Economic Development**
- **1 MRSA 405(6)(D)...Labor Contract Negotiations**

Motion by Councilor McCurry, seconded by Councilor Clearwater to move into Executive Session.

Vote: Unanimous.

Time: 5:33 p.m.

Motion by Councilor Clearwater, seconded by Councilor Belanger to move out of Executive Session.

Vote: Unanimous.

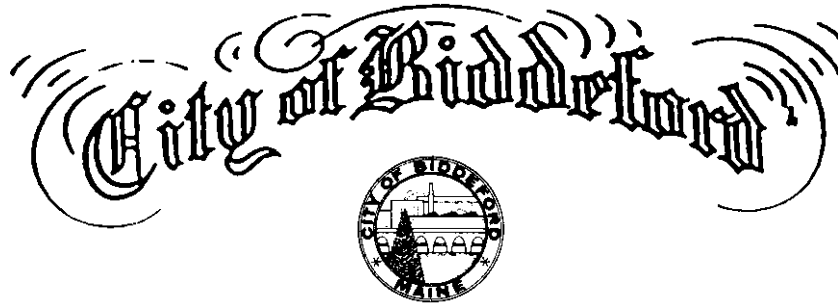
Time: 7:23 p.m.

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

Vote: Unanimous.

Time: 7:23 p.m.

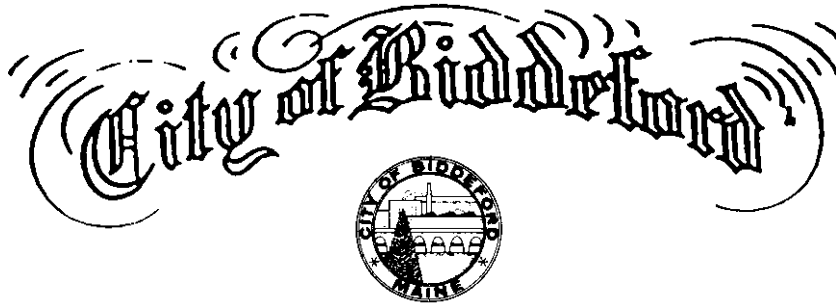
**Attest by:** \_\_\_\_\_  
**Carmen J. Morris, City Clerk**



**2020.83** **IN BOARD OF CITY COUNCIL...OCTOBER 6, 2020**  
**BE IT ORDAINED**, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-95 Four-way Stop Intersections**, be amended by adding or deleting to read as follows:

Main Street, Lincoln & Adams Street

NOTE: The Policy Committee considered this item and voted unanimously to recommend passage by the City Council.



2020.84

IN BOARD OF CITY COUNCIL..OCTOBER 6, 2020

**BE IT ORDAINED**, by the City Council of the City of Biddeford that the Code of Ordinances, **Chapter 2, Administration, Article IV BOARDS, COMMITTEES, COMMISSIONS, DIVISION 12 POLICE ADVISORY COMMITTEE Sections 2-230 et seq.** be amended by adding or deleting to read as follows:

Sec. 2-320Establishment.

There is hereby created and established the Biddeford Police Advisory Committee, herein after BPAC, comprised of five members and a member of the Biddeford Police Department to serve as an ex officio member. All members shall be citizens and reside within the corporate limits of the City of Biddeford, with the exception of the ex officio member who may reside outside of the City. In appointing members to the BPAC, the Mayor and City Council shall seek to appoint members from a cross section of all citizens, taking into consideration the person's expertise, background and other relevant experiences. The BPAC is established under the authority of the Biddeford City Council and shall serve under the directive of the City Council.

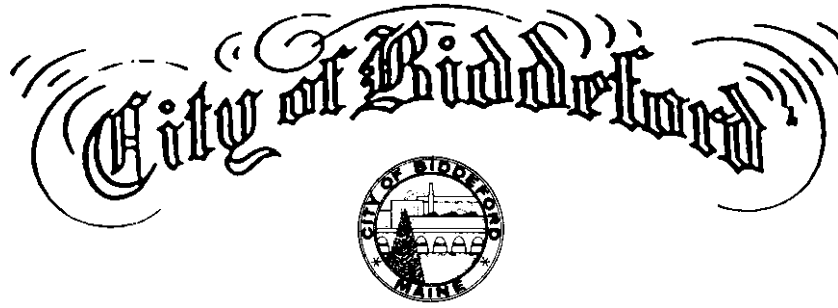
Sec. 2-321Purpose; responsibilities.

(a) The purpose of the Committee is to provide an organized forum for two-way communication between the Biddeford Police Department and the community.

(b) Responsibilities shall include:

(1) ~~Where~~ When appropriate, make recommendations to the City Council and Police Department on ~~substantive issues~~ matters, with a goal of ~~improved~~ enhancing police-community relations services. ~~For the purpose of this article, "substantive" issues are defined as matters of major or practical importance to all concerned. It~~ These recommendations shall not include personnel matters issues involving individual members or officers of the Police Department, or matters that deal with ~~daily~~ police operational enforcement and implementation strategies.

(2) Assist in identifying potential Police Department community partnerships ~~to that~~ focus or address public safety ~~related issues~~ matters within the community.



(3) Identify community resources and support for public safety activities ~~(such as parking and traffic); and give input to the City Council and the Police Department regarding perceived effectiveness.~~

(4) Receive information and comments from citizens at the Committee's open and public meeting forum regarding public safety issues.

(5) Make reports to the ~~City Council~~ Police Chief at such times as may be requested by the ~~City Council~~ Police Chief or as the BPAC determines is necessary. Make reports to the City Council at such times as may be requested by the City Council.

#### Sec. 2-322Membership.

Members shall be appointed by the Mayor and confirmed by a majority of the City Council for staggered three-year terms. All subsequent appointments, except to fill a vacancy, shall be for three-year terms. A vacancy is created upon the death or written resignation to the BPAC Chair, or upon the vote of the City Council to remove a member. Members of the Committee shall serve without pay and at the discretion of the City Council. The Biddeford Police Chief, or his designee, shall serve as the administrator, advisor and ex officio member, and shall provide assistance to the BPAC.

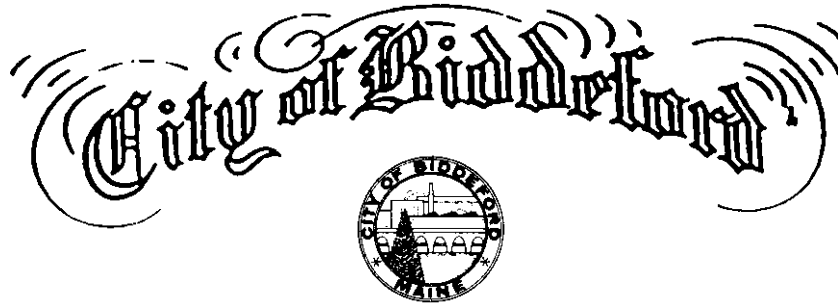
#### Sec. 2-323Organization of Committee.

(a) The Mayor shall appoint a Chair and a Vice Chair. The Chair shall serve a two-year term. A quorum shall consist of three members. The Chair shall be counted in determining a quorum and shall have one vote.

(b) The Vice Chair shall serve a two-year term. The Vice Chair shall serve as Chair upon the death or resignation of the Chair, or upon the office of the Chair becoming vacant. The Vice Chair shall discharge the powers of the office of the Chair at any meeting at which the Chair is absent. The Vice Chair shall be counted in determining a quorum and shall have one vote.

(c) The ex officio member of the BPAC is a nonvoting member and shall serve in an advisory capacity.





**(d)** The duties of a secretary responsible for recording meeting minutes shall be rotated sequentially among the Committee's membership for each meeting. The Chair shall be excluded from this responsibility. A roster for secretarial duties shall be established by the Committee.

**(e)** A quorum consisting of three members shall be necessary to take any BPAC action authorized or required by this article. An issue shall carry by a majority of those voting.

**(f)** Notice of any expired terms and/or vacancies shall be given to the public. The Mayor shall nominate and the City Council shall confirm all appointments to fill expired terms and/or vacancies. The City Council may remove any member for misconduct or nonperformance of duty.

**(g)** The BPAC may adopt and amend from time to time rules to govern the conduct of its administrative business, consistent with the provisions of this division.

**Sec. 2-324 Meetings.**

**(a)** Meetings of the Biddeford Police Advisory Committee shall be at the call of the Chair, and established by the BPAC. Meetings shall be held at the Biddeford City Hall or at a suitable municipal public location. Prior notice of any change in meeting date, time or place shall be provided to all members, the public, and the administrative staff 48 hours in advance of said meeting.

**(b)** All regularly scheduled and special meetings shall have an agenda approved by the Chair.

NOTE: The Policy Committee considered this item and voted unanimously to recommend passage by the City Council.



## Policy Committee

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Meeting Date: September 17, 2020

Meeting Time: 4:30 p.m.

Agenda Item No: [match agenda item #]

Item Description: Police Advisory Committee

Submitted by: Roger P. Beaupre, Chief

Supporting Information/Documentation:

[List all supporting documentation and historical references as applicable]

Key Terms:

[List key terms with definitions if introducing new topics. "N/A" if not applicable]

Executive Summary:

Under Revision of the City Charter in 2016, ARTICLE VI as enacted on November 8, 2016 mandates that the City Council create an ordinance to establish a Police Advisory Committee. The Charter change did not identify any specific functionality, purpose or structure under which this committee would serve, leaving the City Council to enact whatever it deems appropriate.

Under Ordinance No. 2016-119, the City Council at that time enacted the following governing language.

### *Sec. 2-320 Establishment.*

*There is hereby created and established the Biddeford Police Advisory Committee, herein after BPAC, comprised of five members and a member of the Biddeford Police Department to serve as an ex officio member. All members shall be citizens and reside within the corporate limits of the City of Biddeford, with the exception of the ex officio member who may reside outside of the City. In appointing members to the BPAC, the Mayor and City Council shall seek to appoint members from a cross section of all citizens. The BPAC is established under the authority of the Biddeford City Council and shall serve under the directive of the City Council.*

### *Sec. 2-321 Purpose; responsibilities.*

*(a) The purpose of the Committee is to provide an organized forum for two-way communication between the Biddeford Police Department and the community.*

*(b) Responsibilities shall include:*

(1) Where appropriate, make recommendations to the City Council and Police Department on substantive issues, with the goal of improved police services. For the purpose of this article, "substantive" issues are defined as matters of major or practical importance to all concerned. It shall not include personnel issues involving individual members or officers of the Police Department, or daily police operational enforcement and implementation.

(2) Assist in identifying potential Police Department community partnerships to address public safety related issues within the community.

(3) Identify community resources and support for public safety activities (such as parking and traffic); and give input to the City Council and the Police Department regarding perceived effectiveness.

(4) Receive information and comments from citizens at the Committee's open and public meeting forum regarding public safety issues.

(5) Make reports to the City Council at such times as may be requested by the City Council or as the BPAC determines is necessary.

#### *Sec. 2-322 Membership.*

Members shall be appointed by the Mayor and confirmed by a majority of the City Council for staggered three-year terms. All subsequent appointments, except to fill a vacancy, shall be for three-year terms. A vacancy is created upon the death or written resignation to the BPAC Chair, or upon the vote of the City Council to remove a member. Members of the Committee shall serve without pay and at the discretion of the City Council. The Biddeford Police Chief, or his designee, shall serve as the administrator, advisor and ex officio member, and shall provide assistance to the BPAC.

#### *Sec. 2-323 Organization of Committee.*

(a) The Mayor shall appoint a Chair and a Vice Chair. The Chair shall serve a two-year term. A quorum shall consist of three members. The Chair shall be counted in determining a quorum and shall have one vote.

(b) The Vice Chair shall serve a two-year term. The Vice Chair shall serve as Chair upon the death or resignation of the Chair, or upon the office of the Chair becoming vacant. The Vice Chair shall discharge the powers of the office of the Chair at any meeting at which the Chair is absent. The Vice Chair shall be counted in determining a quorum and shall have one vote.

(c) The ex officio member of the BPAC is a nonvoting member and shall serve in an advisory capacity.

*(d) The duties of a secretary responsible for recording meeting minutes shall be rotated sequentially among the Committee's membership for each meeting. The Chair shall be excluded from this responsibility. A roster for secretarial duties shall be established by the Committee.*

*(e) A quorum consisting of three members shall be necessary to take any BPAC action authorized or required by this article. An issue shall carry by a majority of those voting.*

*(f) Notice of any expired terms and/or vacancies shall be given to the public. The Mayor shall nominate and the City Council shall confirm all appointments to fill expired terms and/or vacancies. The City Council may remove any member for misconduct or nonperformance of duty.*

*(g) The BPAC may adopt and amend from time to time rules to govern the conduct of its administrative business, consistent with the provisions of this division.*

#### *Sec. 2-324 Meetings.*

*(a) Meetings of the Biddeford Police Advisory Committee shall be established by the BPAC. Meetings shall be held at the Biddeford City Hall or at a suitable municipal public location. Prior notice of any change in meeting date, time or place shall be provided to all members, the public, and the administrative staff 48 hours in advance of said meeting.*

*(b) All regularly scheduled and special meetings shall have an agenda approved by the Chair.*

Since its inception, the BPAC has never had a full complement of members, nor have the appointed Chairs ever called for, or organized a meeting. Shortly after the BPAC was established by ordinance, the Department undertook steps to achieve national accreditation, which it did in July of 2018. The accreditation status has made it necessary to change, not only the nomenclature of this committee, but in its direction and purpose. Given the current climate, the committee would serve a better function as a link between the Police Department and the community to provide communication and understanding.

#### What is the Police Advisory Committee?

As its title implies, the PAC is an advisory committee and not a review board or commission. While this may seem to be a subtle difference, there is in fact a significant difference.

Commissions and boards typically are independent, empowered bodies made up of members who possess relevant competencies to conduct some form of a review process as their core purpose. Committees typically are groups of people who are brought together to accomplish a finite task or have an on-going purpose. Committees generally have no authority, operate as an internal body, and make suggestions and recommendations to an operational entity or others.

The City of Biddeford PAC is a committee with the purpose of (as written in Section 2-321(a))... to provide an organized forum for two-way communication between the Biddeford Police Department and the community. As such, committee members typically would not have any relevant experiences or competencies in law enforcement or public safety. The objective of the member selection is to create a committee made up of a cross section of the community (and not comprised of individuals with law enforcement experience or knowledge. The competency members need is the ability to articulate their perspectives and viewpoints as residents of the community. The committee may provide critical community input for decisions but it does not participate in the decision-making related to operations, policies, etc.

#### Staff Recommendation:

That there be additional discussion and further development of committee purpose, structure and functionality. As a starting or reference point, we can start with the following recommended changes:

#### DIVISION 12 POLICE ADVISORY COMMITTEE

##### Sec. 2-320 Establishment.

There is hereby created and established the Biddeford Police Advisory Committee, herein after BPAC, comprised of five members and a member of the Biddeford Police Department to serve as an ex officio member. All members shall be citizens and reside within the corporate limits of the City of Biddeford, with the exception of the ex officio member who may reside outside of the City. In appointing members to the BPAC, the Mayor and City Council shall seek to appoint members from a cross section of all citizens, taking into consideration the person's expertise, background and other relevant experiences. The BPAC is established under the authority of the Biddeford City Council and shall serve under the directive of the City Council.

##### Sec. 2-321 Purpose; responsibilities.

(a) The purpose of the Committee is to provide an organized forum for two-way communication between the Biddeford Police Department and the community.

(b) Responsibilities shall include:

(1) ~~Where~~ When appropriate, make recommendations to ~~the City Council and~~ Police Department on ~~substantive issues~~ matters, with ~~a goal of improved enhancing police-~~ community relations services. ~~For the purpose of this article, "substantive" issues are defined as matters of major or practical importance to all concerned. It~~ These recommendations shall not include personnel ~~matters~~ issues involving individual members

or officers of the Police Department, or matters that deal with ~~daily~~ police operational enforcement and implementation strategies.

(2) Assist in identifying potential Police Department community partnerships ~~to that focus or~~ address public safety ~~related issues~~ matters within the community.

(3) Identify community resources and support for public safety activities ~~(such as parking and traffic); and give input to the City Council and the Police Department regarding perceived effectiveness.~~

(4) Receive information and comments from citizens at the Committee's open and public meeting forum regarding public safety issues.

(5) Make reports to the ~~City Council~~ Police Chief at such times as may be requested by the ~~City Council~~ Police Chief or as the BPAC determines is necessary.

#### Sec. 2-322 Membership.

Members shall be appointed by the Mayor and confirmed by a majority of the City Council for staggered three-year terms. All subsequent appointments, except to fill a vacancy, shall be for three-year terms. A vacancy is created upon the death or written resignation to the BPAC Chair, or upon the vote of the City Council to remove a member. Members of the Committee shall serve without pay and at the discretion of the City Council. The Biddeford Police Chief, or his designee, shall serve as the administrator, advisor and ex officio member, and shall provide assistance to the BPAC.

#### Sec. 2-323 Organization of Committee.

(a) The Mayor shall appoint a Chair and a Vice Chair. The Chair shall serve a two-year term. A quorum shall consist of three members. The Chair shall be counted in determining a quorum and shall have one vote.

(b) The Vice Chair shall serve a two-year term. The Vice Chair shall serve as Chair upon the death or resignation of the Chair, or upon the office of the Chair becoming vacant. The Vice Chair shall discharge the powers of the office of the Chair at any meeting at which the Chair is absent. The Vice Chair shall be counted in determining a quorum and shall have one vote.

(c) The ex officio member of the BPAC is a nonvoting member and shall serve in an advisory capacity.

(d) The duties of a secretary responsible for recording meeting minutes shall be rotated sequentially among the Committee's membership for each meeting. The Chair shall be excluded from this responsibility. A roster for secretarial duties shall be established by the Committee.

(e) A quorum consisting of three members shall be necessary to take any BPAC action authorized or required by this article. An issue shall carry by a majority of those voting.

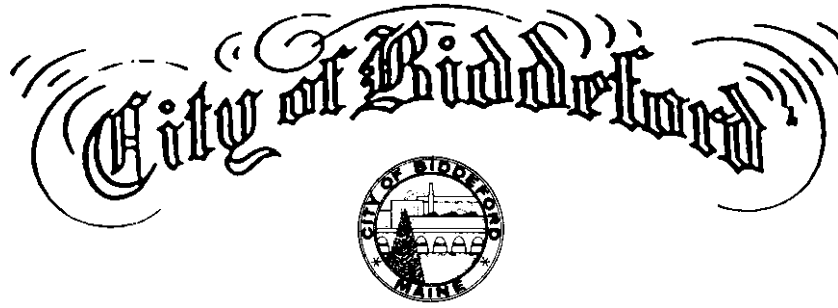
(f) Notice of any expired terms and/or vacancies shall be given to the public. The Mayor shall nominate and the City Council shall confirm all appointments to fill expired terms and/or vacancies. The City Council may remove any member for misconduct or nonperformance of duty.

(g) The BPAC may adopt and amend from time to time rules to govern the conduct of its administrative business, consistent with the provisions of this division.

#### Sec. 2-324 Meetings.

(a) Meetings of the Biddeford Police Advisory Committee shall be at the call of the Chair, and established by the BPAC. Meetings shall be held at the Biddeford City Hall or at a suitable municipal public location. Prior notice of any change in meeting date, time or place shall be provided to all members, the public, and the administrative staff 48 hours in advance of said meeting.

(b) All regularly scheduled and special meetings shall have an agenda approved by the Chair.



**2020.85**

**IN BOARD OF CITY COUNCIL..OCTOBER 6, 2020**

**BE IT ORDERED**, by the City Council of the City of Biddeford that the Biddeford Department of Public Works is hereby authorized to install, or have installed a Speed Table on Maplewood Avenue, at or near the entrance to Steve White Gym.





## City Council

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Meeting Date: October 6, 2020

Meeting Time: 6:00 P.M.

Agenda Item No: [match agenda item #]

Item Description: Authorization for the installation of a Speed Table

Submitted by: Roger P. Beaupre, Chief of Police

### Supporting Information/Documentation:

This request started with the following e-mail string from Nabil Sibouih to Jim Bennett, who then referred the matter to me for review and recommendation:

From: Nabil Sibouih <[nsibouih@icloud.com](mailto:nsibouih@icloud.com)>

Sent: Monday, August 24, 2020 8:56 PM

To: Bennett, James <[James.Bennett@Biddefordmaine.org](mailto:James.Bennett@Biddefordmaine.org)>

Subject: Speed Driving

Hello Mr James,

I'm writing you today asking for your help to do something about Maplewood Ave. I having living here for 2 years and I can't tell you How many times my kids were in danger from crazy drivers. Almost every afternoon we have a rage race going so we have been calling the police and sometimes they show up and sometimes not and do understand because they have other important things to do. All what I'm asking is to have another speed bump close our houses. There is a new generation in our street since last year. I have 2 kids and the two other neighbors in front of our house have 6 kids. If you want I can start sending you Videos of the crazy drivers or I can have my other neighbors contact you.

I took some picture just to show a small evidence. Please please help us keep Maplewood street safe for our kids. Again all what I'm asking is just to put another speed bump that I can slow the drivers down. We do have plenty of signs but looks like no one is respecting that because all what they see is an empty street.

I hope to hear from you.

Thank you

Nabil Sibouih

37 Maplewood Ave

Biddeford

Tel: 207-317-7017

From: Bennett, James <[James.Bennett@Biddefordmaine.org](mailto:James.Bennett@Biddefordmaine.org)>  
Sent: Wednesday, August 26, 2020 8:26 AM  
To: Nabil Sibouih <[nsibouih@icloud.com](mailto:nsibouih@icloud.com)>  
Cc: Norton, Kendi <[Kendi.Norton@Biddefordmaine.org](mailto:Kendi.Norton@Biddefordmaine.org)>; Beaupre, Roger P. <[roger.beaupre@biddefordmaine.org](mailto:roger.beaupre@biddefordmaine.org)>  
Subject: RE: Speed Driving

Mr. Sibouih,

Thank you for reaching out to me. I have forwarded this request to the Police Chief for his department to do a review. Once that is completed we will be back in touch. I expect it will be at least three weeks before you hear anything further from me. If you don't hear anything after that time frame or if you have any further questions, please feel free to reach out to me directly.

<image006.png>

James A. Bennett, ICMA-CM

City Manager

Biddeford, Maine

On Sep 3, 2020, at 10:40 AM, Beaupre, Roger P. <[roger.beaupre@biddefordmaine.org](mailto:roger.beaupre@biddefordmaine.org)> wrote:

Speed tables are ideal for streets with typical residential speed limits of around 25 mph. They help to keep traffic flowing but at a safer pace. Maplewood Avenue currently has one speed table with a shared use as a crosswalk. It was strategically placed to slow traffic down on the approach of the main parking lot, to allow safer crossing of the street. Having the ultimate goal of slowing vehicle speeds, we are very judicious as to when and where they should be located. Fire apparatus, rescue vehicles, oil delivery trucks, and other larger commercial vehicles need to be extremely attentive on the approach and crossing of these speed tables, and winter plowing operations can present its own set of problems. Maplewood Avenue is, on average, 36 feet wide, and is 1,822 feet in length (1/3 mile), and by its very design, having motorists to follow the 25 MPH speed limit. Since this is a heavily travelled area, both pedestrian and vehicular, it would make sense to install a speed table near the entrance to the Steve White Gym. This second table would be adequately spaced from the first one so as to allow a continued and consistently slower vehicular speed. This is my recommendation.

<image001.jpg>

Hello,

I really appreciate all the help. Anything you can do to slow people from speeding it will be great.

Thank you

Nabil

#### Key Terms:

Speed tables are midblock traffic calming devices that raise the entire wheelbase of a vehicle to reduce its traffic speed. Speed tables are longer than speed humps and flat-topped, with a height of 3–3.5 inches and a length of 22 feet.

#### Executive Summary:

A resident of Maplewood Avenue is seeking relief from motor vehicle operators that he opines create a risk to the children in the neighborhood. He crafted an e-mail request to the City Manager that the city take some form of action to address his concerns.

Speed tables are ideal for streets with typical residential speed limits of around 25 mph. They help to keep traffic flowing but at a safer pace. Maplewood Avenue currently has one speed table that shares use as a crosswalk. It was strategically placed to slow traffic down on the approach of the main (student) parking lot, to allow safer crossing of the street. Having a goal of slowing vehicle speed, we have been very judicious as to when and where speed tables should be located. Fire apparatus, rescue vehicles, oil delivery trucks, and other larger commercial vehicles need to be extremely attentive on the approach and crossing of these speed tables, and winter plowing operations can present its own set of problems.

Maplewood Avenue is, on average, 36 feet wide, and is 1,822 feet in length (1/3 mile), and is posted as a 25 MPH speed limit, and is not predominantly residential. Since this is a heavily travelled area, both pedestrian and vehicular, it makes sense to install a speed table near the entrance to the Steve White Gym. This second table would be adequately distanced from the one located near the Center of Technology, which would allow for a more continued and consistently slower vehicular speed.

Since there are no other speed tables located within the city, and since we have no formally adopted speed table policy, the City Manager views this as a unique policy decision that should be made by the council. Incidentally, the Superintendent of Schools is fully supportive of adding a speed table as proposed.

Detailed Review:

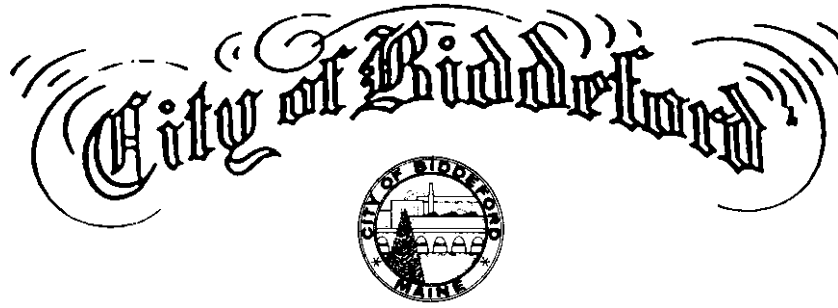
Included within the Executive Summary.

Funding Source:

City Budget

Staff Recommendation:

Outlined above



**2020.86**

**IN BOARD OF CITY COUNCIL..OCTOBER 6, 2020**

**BE IT ORDERED**, by the City Council of the City of Biddeford that the City Manager is hereby authorized to enter into an agreement with SPURWICK to provide and assign a Community Engagement Specialist to work in collaboration with the Biddeford Police Department as part of their Community Oriented Policing and Engagement program at a negotiated and shared cost. The City's funding will come from the Police Miscellaneous Revenue account in the amount of \$32,480.



## City Council

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Meeting Date: October 6, 2020

Meeting Time: 6:00 P.M.

Agenda Item No: [match agenda item #]

Item Description: Collaboration Agreement with SPURWINK

Submitted by: Roger P. Beaupre, Chief of Police

Supporting Information/Documentation:

Key Terms:

N/A

Executive Summary:

The Biddeford Police Department reached out to Spurwink to help address the needs of adults, families, and youth in the community who are struggling with critical mental health challenges, substance use disorder, homelessness, trafficking, and other issues which often result in criminal justice system involvement.

Spurwink has 60 years of experience providing mental health care for vulnerable and low-moderate income populations. Spurwink's Outpatient and Community Services division, with a regional hub located in the Pepperell Mil complex in downtown Biddeford, provides outpatient counseling, child and adult Behavioral Health Home services, Functional Family Therapy for system-involved youth, public school counseling, and Trauma Systems Therapy for refugees.

Spurwink Adult Behavioral Health (SABH) provides integrated outpatient psychiatric services for people with Severe Mental Illness and Substance/Opioid Use Disorder with the goal of helping each client enjoy a fulfilling, independent and stable life in the community. SABH has grown to serve nearly 600 adults each year with SMI and SUD, particularly opioid use, helping the vast majority remain stable and avoid hospitalization and incarceration. Many SABH clients live in poverty, are homeless or nearly homeless, suffer from the effects of childhood trauma and abuse, struggle with substance misuse and chronic medical issues, and have years of mental health system involvement.

SABH has an extensive history of providing intensive services to this population. All clients served by the ACT team have a history of psychiatric hospitalization. Of these individuals, the majority have co-occurring mental illness and SUD, and nearly a quarter are homeless. Of those who are homeless, 100% have a co-occurring SUD. Many struggle to seek and maintain employment. Most are referred to SABH after an exacerbation of their symptoms and/or traumatic life events (such as divorce, loss of employment or housing) have thrown them into crisis.

SABH interfaces regularly with other providers to coordinate care for clients. SABH receives referrals from the City of Portland's Homeless Health Care Project, local primary care physicians, emergency rooms and hospitals, therapists, state intensive case managers, and community mental health providers. SABH staff members, particularly our care managers, also work with various medical providers to assist clients who are suffering from physical illnesses, homelessness, exposure to the elements, poor nutrition and SUD. When a client has a case manager from another agency, SABH works closely with that case manager to coordinate care. SABH also collaborates regularly with consumer organizations, such as Amistad. Through grant funding in 2015, SABH partnered with Amistad to institute a peer patient navigator program onsite at our program; that program continues to thrive.

In 2005, SABH received the Preble Street Community Partner Award for its outstanding collaboration with providers in serving homeless individuals with SMI. This was a meaningful recognition from the agency that provides leadership in serving greater Portland's homeless.

Spurwink also has a long history of providing culturally competent and family inclusive programming to a diverse client base throughout our outpatient service array. Our ShifaME program provides trauma systems therapy for nearly 500 refugees in Portland, Lewiston, and Biddeford, and we provide multi-cultural care management programs, both utilizing cultural brokers. We utilize interpreters to ensure that services are available to non-English speakers.

#### Detailed Review:

Spurwink will embed a Community Engagement Specialist with the Biddeford Police Department to help meet the behavioral health needs of the community. They will focus their time working with adults, families, and youth who have frequent encounters with law enforcement and/or high utilization of community resources such as emergency departments or other health services due to mental illness, substance use, trafficking, and other unmet service needs that are often outside the scope of policing.

The Community Engagement Specialist would be a full-time position filled by either an experienced bachelor's level case manager or master's level clinician. In the first year the position would be 50% funded by the Biddeford Police Department. Spurwink will work with the Biddeford Police Department to secure grant funding for the remaining 50% of the position. If unable to secure grant funding, Spurwink will assume any unfunded expense associated with the position. In the second year, Biddeford Police Department will fund the position at 100%.

The Community Engagement Specialist will be available to work nontraditional hours that align with Department needs. Work duties can include, but are not limited to:

- Accompanying officers on calls to assist with mental health related needs in the moment (once officers have secured the scene).
- Working with department identified individuals to connect them with needed social services and community supports.

- Providing follow-up services after police involvement, providing linkages to community services and partners to address ongoing housing, job support, mental health, and substance use treatment needs.
- Conducting community outreach, engagement, and relationship building activities.
- Convening and facilitating a monthly group of invested community stakeholders to increase collaboration

In addition to the Community Engagement Specialist Position, Spurwink is able to provide clinical supervision for the Department's Opioid Use Disorder Liaison and assist with other Department requested training needs. All Spurwink staff member must pass extensive criminal background checks. Additionally, all staff members receive regular supervision and training - including training on several evidence-based treatment models.

Funding Source:

25 M.R.S.A. §2808. Sharing of training costs

3. Reimbursement for training costs. Whenever a full-time law enforcement officer, trained at the Maine Criminal Justice Academy at the expense of a particular governmental entity, is subsequently hired by another governmental entity as a full-time law enforcement officer within 5 years of graduation from the academy, the governmental entity shall reimburse the first governmental entity according to the following formula, unless a mutual agreement is reached.

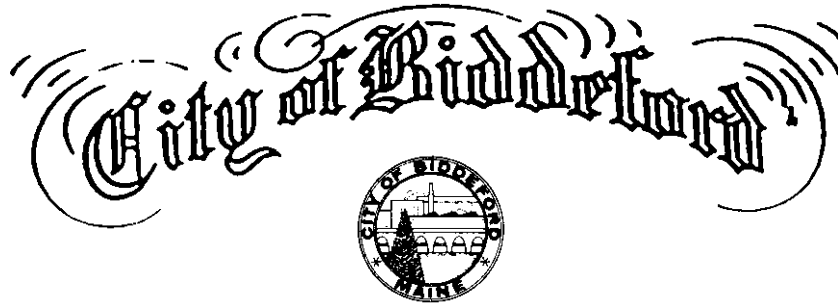
In compliance with this statutory requirement, the City of Bangor has reimbursed the City of Biddeford 80% of the training costs in the amount of \$32,480 as the direct result of their hiring a Biddeford Police officer within the 5 years of the date of graduation from the Basic Law Enforcement Training Program.

The City Council to authorize the expenditure of these funds as the City's portion of the funding for the Community Engagement Specialist contract.

Staff Recommendation:

That the City Manager be authorized to sign an agreement with SPURWICK to work in collaboration with the Biddeford Police Department's Community Oriented Policing and Engagement program.





**2020.87**

**IN BOARD OF CITY COUNCIL..OCTOBER 6, 2020**

**BE IT ORDERED,** by the City Council of the City of Biddeford does hereby authorize a portion of the funding for Microbial Source Tracking for Biddeford Pool in the amount of \$12,820.00, with funds coming from the Shellfish Conservation Account – 31142-40238. The Microbial Source Tracking Analysis will be done by the University of New Hampshire.

NOTE: The University of New England has committed \$5,000.00 towards the project; and student time will be covered by a work-study program.



## City Council

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Meeting Date: October 6, 2020

Meeting Time: 6:00

Agenda Item No: [match agenda item #]

Item Description: [match agenda item description]

Submitted by: Roby Fecteau Director of Code Enforcement & Emergency Management

Supporting Information/Documentation:

<https://www.maine.gov/dmr/shellfish-sanitation-management/closures/documents/10.pdf>

Key Terms:

N/A

Executive Summary:

In an effort to try to determine what is causing the high bacteria counts in Biddeford Pool, the city has formed a partnership with the University Of New England to develop a research project that will give very specific results to what is causing pollution in Biddeford Pool. We will be using a method called Microbial Source Tracking. In conjunction with this project, the city is actively conducting a sanitary survey. We are inspecting septic systems/ sewer for all properties that abut Biddeford Pool. The two approaches with microbial source tracking and the sanitary survey have been presented to the Dept. of Marine Resources and they support the initiative and will work closely with Biddeford regarding future closures.

Detailed Review:

### Microbial Source Tracking for Biddeford Pool

The proposed work would identify the source(s) of *E. coli* bacteria in Biddeford Pool. These bacteria are an indicator of fecal material from warm-blooded organisms and have been used to restrict shellfish harvesting if their numbers exceed certain limits set by state and national governments. These bacteria can originate from any number of sources (humans, deer, raccoons, birds including gulls, and dogs among many others). If high numbers of *E. coli* are found in an area, it is therefore useful to identify the source of the contamination in order to develop strategies to reduce the input.

There are a number of tests such as a filter method, or one developed at Idexx Laboratories to enumerate the *E. coli* bacteria. However, these do not tell you what species the bacteria came from. A method called Microbial Source Tracking (MST) has been developed which can identify the sources. MST is a DNA-based technique, and there are two variants of the test. The first is able to identify the presence or absence of bacteria coming from a particular source (Mammal, Human, Dog, Ruminant, Bird, Gull, Horse) based on the

Polymerase Chain Reaction (PCR) analysis made famous by all the crime stories on television. The second method is called quantitative Polymerase Chain Reaction (qPCR), which, in addition to identifying the source of the bacteria can determine relative quantities but for fewer sources (Mammal, Human, Bird).

The bacteria are expected to be influenced by a number of factors including time of year, rainfall, animal migrations, stage of the tide (low and high) and lunar phase (Spring and Neap tides), among other things. We have developed a sampling strategy which will help identify not only the sources of bacteria, but also the things that contribute most to the variability of these bacteria in Biddeford Pool. Once identified, strategies can be developed to reduce the pollution, enabling long-term use shellfish harvesting and other activities in the Pool.

We have identified three sites to be sampled at low tide and six sites at high tide (Figure 1). The sites are dispersed throughout the Pool, and should give us a good idea if the distribution of the bacteria is localized or not. It should also give an indication if the source may be outside the Pool, such as Saco River water coming in on flood tides. The rationale for sampling at high and low tide is that the volume of water entering the Pool may influence the concentration of *E. coli* bacteria by dilution or by washing fecal material from the marsh into the creeks. In this regard it is important to sample at Spring and Neap tides, which represent the largest and smallest tidal ranges during a given month. During Spring tides, for example, the highest reaches of the marsh may be flooded, while during a Neap tide, the water may barely leave the creek banks. Therefore, if birds or other wildlife are mostly responsible for the contamination, the numbers could be higher during Spring tides. If dogs are responsible, their signature will probably be strongest shortly after a rain event. If humans are responsible, the numbers may correspond to seasonal influxes of people, either tourists, or students. The data will allow us to analyze various scenarios.

We propose to collect PCR and qPCR samples in alternating months. The presence absence method gives us a broader range of targets that are analyzed, enabling us to refine strategies better. The quantitative method enables us to identify how much of a problem a certain group is. While UNE students would collect the samples, a laboratory at the University of New Hampshire will conduct the DNA analyses. The cost differs between the PCR and the qPCR tests (Table 1).

We propose to sample the three low-tide and six high-tide sites for the presence/absence of Mammal, Human, Dog, Ruminant (deer), Bird and Gull sources at a cost of \$160/sample, for a total of \$2,880/month. In alternate months we would do qPCR for Mammal, Human and Bird at \$170/sample and \$3,060/month.

**Sampling will continue for six months for a total cost of \$17,820. At that time, we will re-evaluate the project to see if it should be continued or not.**

UNH Microbial Source Tracking Analysis Costs  
2020

**Presence/Absence PCR**

| <u>Cost</u> | <u>Detection targets</u>                |
|-------------|-----------------------------------------|
| \$110       | Mammal or any one target source         |
| \$10/target | Human, Dog, Ruminant, Bird, Gull, Horse |

**Quantitative qPCR**

| <u>Cost</u> | <u>Detection targets: \$30 for the first assay and \$20 each for more</u> |
|-------------|---------------------------------------------------------------------------|
| \$130*      | Mammal                                                                    |
| \$20        | Human, Bird                                                               |

\*Subtract \$100 if presence/absence assay is conducted.



Figure 1. Top – three low-tide sites.



Figure 1. Bottom - six high-tide sites.

#### Funding Source:

The University of New England has committed \$5,000 towards the project and student time will be covered by a work-study program.

City of Biddeford's portion of the project is \$ 12, 820 and staff requests the money come from the shellfish account 31142-40238. The current balance in that account is \$25,345

#### Staff Recommendation:

Staff recommends that we do a 6-month testing cycle to help create a baseline of data. We will re-evaluate at month 5 to see if more testing is required.





JANET T. MILLS  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF MARINE RESOURCES  
21 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0021

PATRICK C. KELIHER  
COMMISSIONER

**Shellfish Harvesting Area Classification-Notification of Changes**

April 6, 2020

**This notice is in effect until repealed or replaced**

Ladies and Gentlemen:

Under the authority of 12 M.R.S.A. § 6172; the Commissioner has made the following classification change to Area No. 10, Saco River and Saco Bay (Biddeford, Saco, Old Orchard Beach): This notice reclassifies Biddeford Pool by extending the seasonal closure to include August 1<sup>st</sup> to November 30<sup>th</sup> due to water quality not meeting approved standards during the open status. An interactive map that allows the user to zoom in to specific areas can be found on the ME DMR website: <https://www.maine.gov/dmr/shellfish-sanitation-management/maps/index.html>. All existing pollution and biotoxin closures remain in effect.

The boundary descriptions of the area are as follows (struck text is being removed and underlined text is being added):

- A. Effective immediately, because of pollution, it shall be unlawful to dig, take or possess any clams, quahogs, oysters, mussels or whole or roe-on scallops taken from the shores, flats and waters west of a line beginning at the end of Parcher Avenue at East Grand Avenue (Old Orchard Beach); then running southeast to the southwest tip of Stratton Island (Saco); then running southeast to buoy RW "WI"; then running southwest to the east tip of Wood Island (Biddeford); then running southwest to the east tip of East Point, Fletcher Neck (Biddeford), and continuing southwest to the south tip of South Point, Fletcher Neck (Biddeford); AND east of a line across the mouth of Biddeford Pool to the west end of Orcutt Blvd.
- B. Effective immediately, because of seasonal non-point source pollution and proximity to the Biddeford Pool WWTP outfall, the shores, flats and waters west of a line across the mouth of Biddeford Pool to the west end of Orcutt Blvd is classified Conditionally Approved and it shall be unlawful to dig, take or possess any clams, quahogs, oysters, mussels or whole or roe-on scallops from August 1<sup>st</sup> November 30<sup>th</sup> ~~October 31<sup>st</sup>~~ and will CLOSE during any malfunction of the Biddeford Pool WWTP. **Please refer to the Statewide Conditional Area Closure Notice on the DMR website: [http://www.maine.gov/dmr/rm/public\\_health/closures/closedarea.htm](http://www.maine.gov/dmr/rm/public_health/closures/closedarea.htm) for open/closed status.**

If you have questions, please contact Department of Marine Resources, 194 McKown Point Road, West Boothbay Harbor, Maine 04575-0008, Tel: (207) 633-9500 Email: [DMRPublicHealthDiv@maine.gov](mailto:DMRPublicHealthDiv@maine.gov). During **weekends/holidays**, contact on duty Marine Patrol Officers through the appropriate State Police barracks: from New Hampshire border to Brunswick, barracks 1-800-228-0857; from Cushing/Boothbay to Lincolnville/Belfast area, barracks 1-800-452-4664; from Belfast to Canadian border, barracks 1-800-432-7381. This notice can be viewed on the Department's website at: <http://www.maine.gov/dmr/shellfish-sanitation-management/closures/pollution.html>. This information is also recorded on our HOTLINE (207-624-7727 OR 1-800-232-4733).

Sincerely,

Bryant Lewis  
Western Maine Growing Area Supervisor  
Commissioner's Designee

12:30 PM  
(Effective Time)

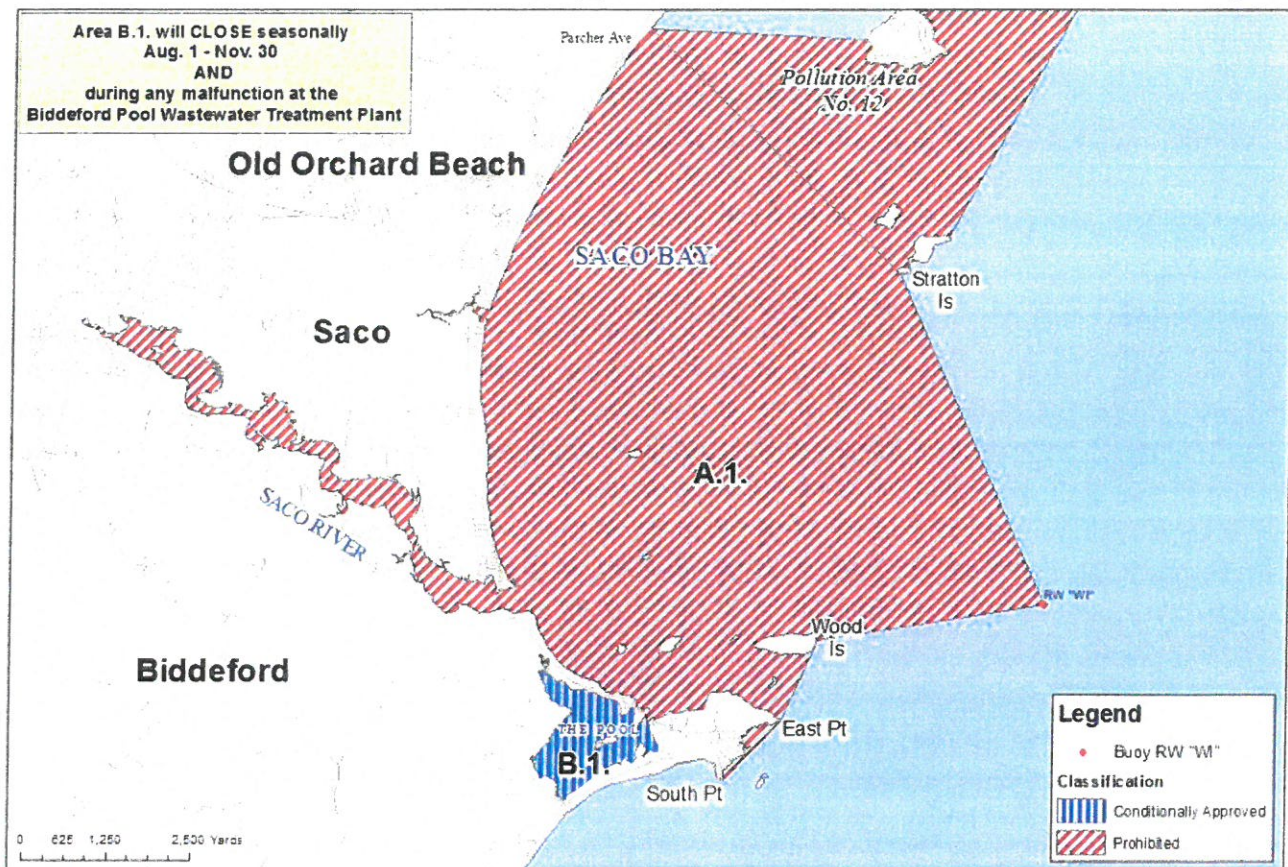


## Maine Department of Marine Resources

Pollution Area No. 10

Saco River and Saco Bay (Biddeford, Saco, Old Orchard Beach)

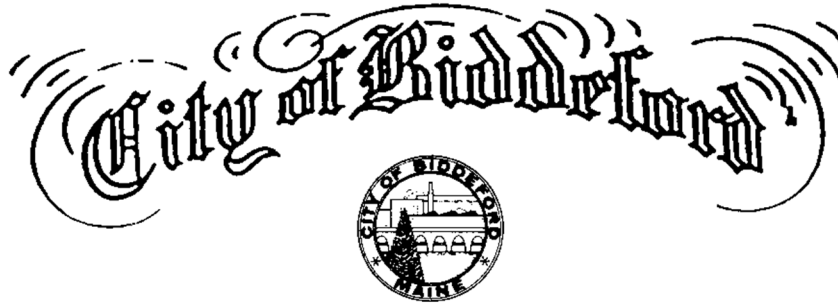
4/6/2020



PHONE: (207) 624-6550

<http://www.Maine.gov/dmr>

FAX: (207) 624-6024



**2020.82**

**IN BOARD OF CITY COUNCIL..SEPTEMBER 15, 2020**

**BE IT ORDERED**, that the City Council of the City of Biddeford does hereby authorize a one year extension of the lease/purchase agreement of the former Hills Beach Fire Station to the Hills Beach Association.

NOTE: This lease/purchase agreement was first approved by the City Council on October 15, 2019. The Order is attached.

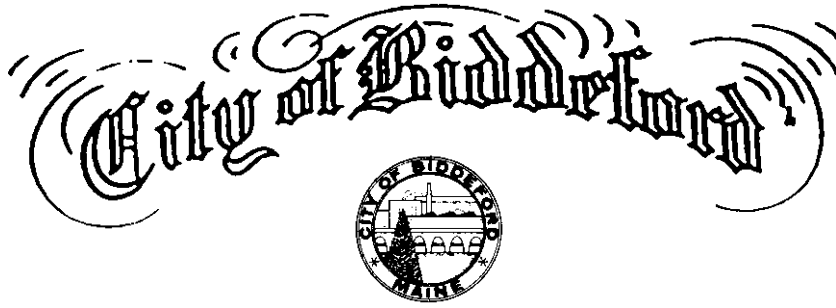
**September 15, 2020**

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

Motion by Councilor McCurry, seconded by Councilor Lessard to table this order until the next Council Meeting; and to add an Executive Session for Real Estate Matter to tonight's agenda.

Vote: Unanimous.





**2019.116**

**IN BOARD OF CITY COUNCIL..OCTOBER 15, 2019**

**BE IT ORDERED**, that the City Council of the City of Biddeford does hereby authorize the City Manager, or his designee, to enter into a lease/purchase agreement with the Hills Beach Association for the former Hills Beach Fire Station.

NOTE: The Hills Beach Association shall have one year from the approval of this Order to execute the lease/purchase agreement, or said approval shall cease.

**October 15, 2019**

Motion by Councilor Swanton, seconded by Councilor Lessard to grant the following:

***That the City Council of the City of Biddeford does hereby authorize a lease/purchase of the former Hills Beach Fire Station to the Hills Beach Association consistent with the terms outline in the attached memo; and to authorize the City Manager to execute the agreement. Hills Beach Association shall have one year from the approval to execute the lease/purchase agreement or said approval shall cease.***

Motion by Councilor Seaver, seconded by Councilor Quattrone to move into Executive Session to discuss this Order, per 1 MRSA 405(6)(C).

Vote: Unanimous.

Time: 7:12 p.m.

Motion by Councilor McCurry, seconded by Councilor Seaver to move out of Executive Session.

Vote: Unanimous.

Time: 7:28 p.m.

Motion by Councilor McCurry, seconded by Councilor Seaver to table the Order until property appraisals can be obtained.

Vote: 4/5; Councilors Lessard, Ready, Belanger, Clearwater and Swanton opposed.

Councilors McCurry, St. Cyr, Quattrone and Seaver in favor.

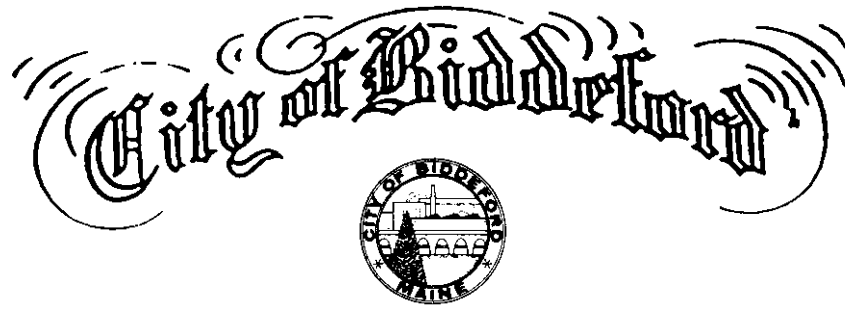
Motion to table fails.

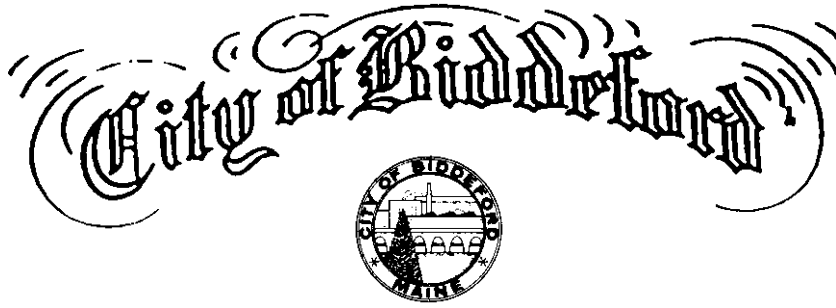
Vote on Order, as read by Councilor Swanton: 5/4; Councilors McCurry, St. Cyr, Quattrone and Seaver opposed.

Councilors Swanton, Clearwater, Belanger, Ready and Lessard in favor.

Motion carries.

**Attest by:** \_\_\_\_\_  
**Carmen J. Morris, City Clerk**





**2020.88**

**IN BOARD OF CITY COUNCIL..OCTOBER 6, 2020**

**BE IT ORDERED**, by the City Council of the City of Biddeford does hereby approve the purchase of an EMS Powered Ambulance Stretcher in the amount of \$21,564.52; an EMS Stair Chair in the amount of \$3,944.40; and an EMS Cardiac Monitor in the amount of \$38,357.56 from Stryker of Redmond, WA. The total equipment cost is **\$63,866.48** and will be paid from the FY21 CIP Fund.

NOTE: The Finance Committee will review this item at their October 6, 2020 meeting.



**CITY OF BIDDEFORD  
FIRE DEPARTMENT**

152 Alfred Street  
Biddeford, Maine 04005  
Tel: 207-282-6632  
Fax: 207-283-8243

**Chief Scott R. Gagne**  
**Assistant Chief Paul R. LaBrecque**  
**Deputy Chief Kevin D. Duross**

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**Bid Information for Fire Department EMS Equipment**

**EMS Powered Ambulance Stretcher**

Bids were opened on 9/22/20 at 1130. Two vendors submitted bids as listed below.

**Ferno** **\$23,261.23**

**Stryker** **\$24,064.52**

***-\$2,500 old stretcher trade in***

***\$21,564.52 total***

**EMS Stair Chair**

Bids were opened on 9/22/20 at 1130. One vendors submitted bids as listed below.

**Stryker** **\$3,944.40**

This is the current vendor for all of the other three stair chairs that we currently use and for the chairs that are used by most other EMS agencies in our area.

**EMS Cardiac Monitor**

Bids were opened on 9/22/20 at 1130. Two vendors submitted bids as listed below.

**Zoll** ***\$41,127.55 with a 4 year maintenance plan***

**Stryker** ***\$38,357.56 with a 4 year maintenance plan***

The FD recommendation is to purchase all three Stryker products. They are the lowest or the only bidder for each product and they are the products that are currently being used in our department and in most departments in our area. This will decrease needed product training, additionally our department is set up for this brand of equipment with ambulance stretcher mounts, stretcher batteries and charging stations. All items were brought to finance and council because they are being requested to be purchased through the same vendor.

**Total equipment cost:** **\$63,866.48**



**CITY OF BIDDEFORD  
FIRE DEPARTMENT**

---

152 Alfred Street  
Biddeford, Maine 04005  
Tel: 207-282-6632  
Fax: 207-283-8243

**Chief Scott R. Gagne**  
**Assistant Chief Paul R. LaBrecque**  
**Deputy Chief Kevin D. Duross**

---

**Bid Opening for Cardiac Monitor/Defibrillator & Equipment**

Bids were opened on September 22, 2020 at 11:00 am in the Conference Room.

Present from Biddeford Fire Department: Chief Scott Gagne, Assistant Chief Paul LaBrecque, Deputy Chief Kevin Duross, Office Manager Kathy Boyden.

**Zoll**

Chelmsford, MA

**\$35,627.55 (4 yr Maint. Plan would be additional \$5,500.00)**

**Stryker**

Redmond, WA

**\$38,357.56 (4 yr Maint. Plan included)**

**City of Biddeford Fire Department  
152 Alfred St  
Biddeford, ME 04005-2589  
Specifications for One (1) New  
Cardiac Monitor/Defibrillator and Equipment**

**INVITATION TO BID:**

The Biddeford Fire Department is seeking sealed bids for the furnishing of one (1) new, cardiac monitor/defibrillator. Bids for the specified unit, equipment and accessories shall be submitted to Biddeford Fire Department before 11:00AM EST, September 22, 2020 at which time they will be publicly opened and read.

Bids shall be submitted in sealed envelopes marked "Bid for a Cardiac Monitor/Defibrillator". Date and time of bid opening MUST appear on the outside of the envelope as well as the name, address and telephone number of the bidder.

It shall be understood that the Fire Chief reserves the right to reject any or all bids, or accept the proposal, which the Chief deems to be in the best interest of the Biddeford Fire Department. In the event of any doubt or difference of opinions as to the items to be furnished herein, the decision of the Chief shall be final and binding on both parties. All agreements and changes shall be in writing.

The Fire Chief has the right to reject any bid submitted by a dealer or manufacturer who cannot demonstrate a similar completed current model equivalent to or exceeding the specifications to that which is being requested in this bid. Each bidder must submit a reference list, with their bid, stating the names, addresses, telephone number, and contact person of at least six communities where similar monitor/defibrillators have been sold.

**INTENT OF SPECIFICATIONS:**

It shall be the intent of these specifications to describe and provide complete requirements for a Cardiac Monitor/Defibrillator with 12-lead electrocardiogram as detailed within. Each proposal response shall be in the same sequence as these specifications to allow the reviewers to easily compare proposals. An exception to the specifications may be granted if they are equal to or superior to that specified, provided they are listed and fully explained in the "Exceptions to Specifications" section or on another sheet if the space is needed.

Before awarding the bid, the Fire Chief reserves the right to require the bidder to submit such evidence of their qualifications as may be deemed necessary. The following documentation may be required: financial stability, technical expertise, experience, and other qualifications and abilities of the bidder, including past performance with the purchaser, in making the award in the best interest of the Biddeford Fire Department and in the interest of public safety

**CONTRACT:**

These specifications shall become a part of the final contract. There is no intention to disqualify any bidder who meets the minimum requirements of these specifications. It should be noted that this specification is written to address specific needs of the purchaser. As such, price will not be the primary consideration in the final bid award. Purchase will be made from the vendor whose product exhibits and meets all established requirements, at the most competitive price and that best fits the needs of the Biddeford

## • Fire Department.

The Chief and/or his designee shall evaluate bids. The evaluation will be based on the following minimum criteria:

- Commitment to the conditions specified herein, particularly to the sections, which apply to bidder qualifications and Full Time, In-House service capabilities.
- Documentation and verification of a professionally staffed, factory trained, repair and service shop as described in this package.
- Qualifications, reputation and history of the bidder
- Completeness of the proposal and the degree to which the bidder responds to the requirements and requests for information by the purchaser.
- Commitment for expedient delivery.

No bid may be withdrawn within sixty (60) days subsequent to the opening thereof without permission of the Chief.

The Fire Chief reserves the right to reject any or all bids, waive any informalities in the bidding, or accept the bid, which is deemed to be in the best interest of the department.

### **GENERAL:**

The specification herein states the minimum requirements of the Biddeford Fire Department. All proposals must be regular in every respect. Unauthorized conditions, limitation, or provisions shall be cause for rejection. The Biddeford Fire Department will consider as irregular or non-responsive all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the Biddeford Fire Department to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. Failure to offer a completed proposal or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as non-responsive. All variances, exceptions and/or deviations shall be fully described in the exceptions section of the proposal. Deceit in responding to the specification will be cause for rejection.

### **BIDDING PRACTICES:**

- A. Bids must be held firm for a period of not less than 60 days to permit examination and comparison, unless otherwise specified.
- B. No bid may be withdrawn, modified or otherwise changed once the bids have been opened. It will be assumed that each bidder has thoroughly and completely familiarized themselves with these specifications at time of bid. Modification to a bid, once submitted, will not be permitted. Simply stated, if any item, feature, option, etc. is not stated in writing in bidder's proposal, it will not be considered. Bidders are cautioned that verbal or written modifications to already opened bids are neither valid, or considered ethical, nor the comparison and selection of bid award will proceed only from what is stated in bidder's written proposal.
- C. Purchaser reserves the right to reject any or all bids, and to determine the proposal deemed in the best interest of purchaser from among those properly submitted, in accordance with these specifications and the laws of this State. Lowest bid, while a major consideration, will not govern the purchase wholly. Bid award will be made from considerations such as quality, conformance

with these specifications, and completeness of proposal.

- D. By signing this bid, the bidder has agreed to all terms and conditions of this specification, except as noted separately.

**PROPOSAL COMPLETION PROCESS:**

**Bidder Complies** YES\_\_\_ NO\_\_\_

Various areas in the following specifications require a response from the bidder. In order to aid in the evaluation process all responses must be consistent and, most importantly, legible. Therefore, the areas that are to be completed by the bidder, along with any other materials that may be submitted by the bidder, must be typed. Bids that are submitted either with hand-written responses or with hand stamped responses shall be automatically rejected as being non-compliant.

**QUOTATION:**

The overall quotation shall include a firm price for a monitor/defibrillator meeting these specifications. The length of time that the price will be held shall be clearly stated in the quotation. The quotation shall include a specific delivery window based on the number of calendar days following the award of the contract. The model and version of the cardiac monitor/defibrillator shall be clearly stated in the quote.

**WARRANTY AND PREVENTATIVE MAINTENANCE PLAN:**

The proposal shall include all warranties that are required in the following detailed specification. All warranties must have specific time durations and shall define warranties on specific components below. In the blank lines, the bidder shall note the terms of the warranties that apply to the manufacturer being proposed.

**MANUFACTURER OR VENDOR WARRANTY:**

Proposed term: \_\_\_\_\_year(s)

**Bidder Complies** YES\_\_\_ NO\_\_\_

**SERVICE REPAIR CONTRACT:**

Proposed term: \_\_\_\_\_year(s)

**Bidder Complies** YES\_\_\_ NO\_\_\_

**ANNUAL PREVENTATIVE MAINTENANCE PLAN:**

Proposed term: \_\_\_\_\_year(s)

**Bidder Complies** YES\_\_\_ NO\_\_\_

**NO COST TO THE BIDDEFORD FIRE DEPARTMENT FOR LOANER SHIPPED NEXT DAY IF REQUIRED:**

**Bidder Complies** YES\_\_\_ NO\_\_\_



## **BID COMPLETION REQUIREMENTS:**

1. All proposals shall be submitted to:

Biddeford Fire Department  
ATTN: Chief Scott Gagne - Cardiac Monitor/Defibrillator and Equipment  
Address: 152 Alfred Street  
City Biddeford Maine 04005

2. Proposals must be submitted by: September 22, 2020 at 11:00 AM EST  
All proposals shall be submitted in a sealed envelope/packaging with the following information marked on the outside of the envelope/packaging: **BID FOR NEW CARDIAC MONITOR/DEFIBRILLATOR AND EQUIPMENT**
3. Three (3) copies of the proposal shall be submitted.

## **INFORMATION TO BE SUBMITTED WITH PROPOSAL:**

**Bidder Complies** YES\_\_\_ NO\_\_\_

The information requested within this bid must be furnished in full. Any bidder not completing this proposal or not furnishing any required information will not be considered. If a substitution is being proposed, then the bidder must note the section to which the alternative is being proposed and provide a narrative explaining that fact along with technical data supporting the fact that the substitute is equal to or better than the item as specified.

## **SPECIFICATIONS:**

### **General Specifications:**

**Bidder Complies** YES\_\_\_ NO\_\_\_

- The contractor/vendor shall provide the overall dimensions and weight, inclusive of all peripherals, defibrillator cables, battery(s) and supplied option accessories in protective carrying case of the proposed unit.
- The Monitor/Defibrillator shall include a protective case with a minimal dual storage pocket for all cables.
- The contractor/vendor shall provide the dimensions of the monitor screen; diagonal screen measurement and total square inches.
- Any cost for accessories or parts required for pulse oximetry shall be detailed in the proposal.
- The Monitor/Defibrillator shall include a minimum of two (2) spare rolls of printer paper.
- The Contractor/vendor is encouraged to submit any information regarding features and/or benefits that their recorder provides.
- The Contractor/vendor shall submit all specifications of the proposed pacer equipment and data validating the accuracy of the proposed pacer feature.
- The Contractor/vendor is encouraged to submit any information regarding features and/or benefits their pacer provides.
- The Contractor/vendor shall submit all specifications of the proposed capnography equipment and any data validating the accuracy of the proposed capnography feature
- The Contractor/vendor is encouraged to submit any information regarding features and/or benefits that their capnography provides.
- Any cost for accessories or parts required for capnography shall be detailed in the proposal.

- The Contractor/vendor shall submit all specifications of the proposed non-invasive blood pressure equipment and any data validating the accuracy of the proposed NIBP feature.
- The Contractor/vendor is encouraged to submit any information regarding features and/or benefits that their NIBP provides.
- Any cost for accessories or parts required for NIBP shall be detailed in the proposal.

**Minimum Specifications:**

**Bidder Complies YES\_\_\_ NO\_\_\_**

- Biphasic defibrillation via hands-free multi-function pads with adult and pediatric capability.
- Biphasic output maximum of 360 joules
- AED Mode: for automated ECG analysis and a prompted treatment protocol for patients in cardiac arrest.
- Manual Mode: for performing manual defibrillation, synchronized cardioversion, noninvasive pacing, ECG and vital sign monitoring
- Accessibility to stored patient information
- Acquire, record and interpret 12-Lead ECGs
- Transfer data by wireless connection
- Trending capability
- 12-Lead capability with interpretive algorithm
- Power adapter
- SPO2 monitoring
- SPCO monitoring
- NIBP monitoring
- ETCO2 monitoring
- Monitor carry case with right and left pouches, shoulder strap, top pouch and back pouch
- Wireless modem (include necessary plan information)
- Necessary therapy cables, extension cables, hoses and cuffs
- Lithium Ion battery(s)

## EXCEPTIONS TO SPECIFICATIONS:

Exceptions to these specifications shall be noted below. All exceptions taken shall be recorded per the guidelines defined above. Each exception shall be noted by item header. If additional space is required for exceptions, then the bidder shall use additional paper as necessary, however the same format shall be used.

1. Header:

Exception:

2. Header:

Exception:

3. Header:

Exception:

4. Header:

Exception:

5. Header:

Exception:

• **PROPOSAL FORM:**

**Cardiac Monitor/Defibrillator and Equipment**

**Closing Date: September 22, 2020 11:00 AM EST**

NO proposals received after the closing date and time will be accepted. All proposals must be marked on the outside of the envelope/packaging per instructions listed herein. Any failure to mark such on the outside of the sealed envelope/packaging may result in the request for bid not be considered. Along with quotes, please fill out the form below to include a total price for all items.

|   | Item                                 | QTY | Unit Price   | Total |
|---|--------------------------------------|-----|--------------|-------|
| 1 | Cardiac Monitor/Defibrillator        |     |              |       |
| 2 | Warranty                             |     |              |       |
| 3 | Annual preventative maintenance plan |     |              |       |
| 4 | Service Contract                     |     |              |       |
| 5 | Shipping                             |     |              |       |
|   |                                      |     | Total Price: |       |



**CITY OF BIDDEFORD  
FIRE DEPARTMENT**

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152 Alfred Street  
Biddeford, Maine 04005  
Tel: 207-282-6632  
Fax: 207-283-8243

**Chief Scott R. Gagne**  
**Assistant Chief Paul R. LaBrecque**  
**Deputy Chief Kevin D. Duross**

---

**Bid Opening for Stair Chair**

Bids were opened on September 22, 2020 at 11:45 am in the Conference Room.

Present from Biddeford Fire Department: Chief Scott Gagne, Assistant Chief Paul LaBrecque, Deputy Chief Kevin Duross, Office Manager Kathy Boyden.

|                |                   |
|----------------|-------------------|
| <b>Stryker</b> | <b>\$3,944.40</b> |
| Redmond, WA    |                   |

**City of Biddeford Fire Department  
152 Alfred St  
Biddeford, ME 04005-2589  
Specifications for One (1) New  
Stair Chair**

**INVITATION TO BID:**

The Biddeford Fire Department is seeking sealed bids for the furnishing of one (1) new, Stair Chair. Bids for the specified unit, equipment and accessories shall be submitted to Biddeford Fire Department before 11:45AM EST, September 22, 2020 at which time they will be publicly opened and read.

Bids shall be submitted in sealed envelopes marked "Bid for a Stair Chair". Date and time of bid opening MUST appear on the outside of the envelope as well as the name, address and telephone number of the bidder.

It shall be understood that the Fire Chief reserves the right to reject any or all bids, or accept the proposal, which the Chief deems to be in the best interest of the Biddeford Fire Department. In the event of any doubt or difference of opinions as to the items to be furnished herein, the decision of the Chief shall be final and binding on both parties. All agreements and changes shall be in writing.

The Fire Chief has the right to reject any bid submitted by a dealer or manufacturer who cannot demonstrate a similar completed current model equivalent to or exceeding the specifications to that which is being requested in this bid. Each bidder must submit a reference list, with their bid, stating the names, addresses, telephone number, and contact person of at least six communities where similar stretchers/cots have been sold.

**INTENT OF SPECIFICATIONS:**

It shall be the intent of these specifications to describe and provide complete requirements for a Stair Chair as detailed within. Each proposal response shall be in the same sequence as these specifications to allow the reviewers to easily compare proposals. An exception to the specifications may be granted if they are equal to or superior to that specified, provided they are listed and fully explained in the "Exceptions to Specifications" section or on another sheet if the space is needed.

Before awarding the bid, the Fire Chief reserves the right to require the bidder to submit such evidence of their qualifications as may be deemed necessary. The following documentation may be required: financial stability, technical expertise, experience, and other qualifications and abilities of the bidder, including past performance with the purchaser, in making the award in the best interest of the Biddeford Fire Department and in the interest of public safety

**CONTRACT:**

These specifications shall become a part of the final contract. There is no intention to disqualify any bidder who meets the minimum requirements of these specifications. It should be noted that this specification is written to address specific needs of the purchaser. As such, price will not be the primary consideration in the final bid award. Purchase will be made from the vendor whose product exhibits and meets all established requirements, at the most competitive price and that best fits the needs of the Biddeford Fire Department.

The Chief and/or his designee shall evaluate bids. The evaluation will be based on the following minimum criteria:

- Commitment to the conditions specified herein, particularly to the sections, which apply to bidder qualifications and Full Time, In-House service capabilities.
- Documentation and verification of a professionally staffed, factory trained, repair and service shop as described in this package.
- Qualifications, reputation and history of the bidder
- Completeness of the proposal and the degree to which the bidder responds to the requirements and requests for information by the purchaser.
- Commitment for expedient delivery.

No bid may be withdrawn within sixty (60) days subsequent to the opening thereof without permission of the Chief.

The Fire Chief reserves the right to reject any or all bids, waive any informalities in the bidding, or accept the bid, which is deemed to be in the best interest of the department.

#### **GENERAL:**

The specification herein states the minimum requirements of the Biddeford Fire Department. All proposals must be regular in every respect. Unauthorized conditions, limitation, or provisions shall be cause for rejection. The Biddeford Fire Department will consider as irregular or non-responsive all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the Biddeford Fire Department to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. Failure to offer a completed proposal or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as non-responsive. All variances, exceptions and/or deviations shall be fully described in the exceptions section of the proposal. Deceit in responding to the specification will be cause for rejection.

#### **BIDDING PRACTICES:**

- A. Bids must be held firm for a period of not less than 60 days to permit examination and comparison, unless otherwise specified.
- B. No bid may be withdrawn, modified or otherwise changed once the bids have been opened. It will be assumed that each bidder has thoroughly and completely familiarized themselves with these specifications at time of bid. Modification to a bid, once submitted, will not be permitted. Simply stated, if any item, feature, option, etc. is not stated in writing in bidder's proposal, it will not be considered. Bidders are cautioned that verbal or written modifications to already opened bids are neither valid, or considered ethical, nor the comparison and selection of bid award will proceed only from what is stated in bidder's written proposal.
- C. Purchaser reserves the right to reject any or all bids, and to determine the proposal deemed in the best interest of purchaser from among those properly submitted, in accordance with these specifications and the laws of this State. Lowest bid, while a major consideration, will not govern the purchase wholly. Bid award will be made from considerations such as quality, conformance with these specifications, and completeness of proposal.

- D. By signing this bid, the bidder has agreed to all terms and conditions of this specification, except as noted separately.

**PROPOSAL COMPLETION PROCESS:**

**Bidder Complies YES\_\_\_ NO\_\_\_**

Various areas in the following specifications require a response from the bidder. In order to aid in the evaluation process all responses must be consistent and, most importantly, legible. Therefore, the areas that are to be completed by the bidder, along with any other materials that may be submitted by the bidder, must be typed. Bids that are submitted either with hand-written responses or with hand stamped responses shall be automatically rejected as being non-compliant.

**QUOTATION:**

The overall quotation shall include a firm price for a stair chair meeting these specifications. The length of time that the price will be held shall be clearly stated in the quotation. The quotation shall include a specific delivery window based on the number of calendar days following the award of the contract. The model and version of the stair chair shall be clearly stated in the quote.

**WARRANTY AND PREVENTATIVE MAINTENANCE PLAN:**

The proposal shall include all warranties that are required in the following detailed specification. All warranties must have specific time durations and shall define warranties on specific components below. In the blank lines, the bidder shall note the terms of the warranties that apply to the manufacturer being proposed.

**MANUFACTURER OR VENDOR WARRANTY:**

**Bidder Complies YES\_\_\_ NO\_\_\_**

Description of warranty: \_\_\_\_\_

Proposed term: \_\_\_\_\_year(s)

**SERVICE REPAIR CONTRACT:**

**Bidder Complies YES\_\_\_ NO\_\_\_**

Proposed term: \_\_\_\_\_year(s)

**ANNUAL PREVENTATIVE MAINTENANCE PLAN:**

**Bidder Complies YES\_\_\_ NO\_\_\_**

Proposed term: \_\_\_\_\_year(s)

**NO COST TO THE BIDDEFORD FIRE DEPARTMENT FOR LOANER SHIPPED NEXT DAY IF REQUIRED:**

**Bidder Complies YES\_\_\_ NO\_\_\_**



## **BJD COMPLETION REQUIREMENTS:**

1. All proposals shall be submitted to:

Biddeford Fire Department  
ATTN: Chief Scott Gagne - Stair Chair  
Address: 152 Alfred Street  
City Biddeford Maine 04005

2. Proposals must be submitted by: September 22, 2020 at 11:45 AM EST  
All proposals shall be submitted in a sealed envelope/package with the following information marked on the outside of the envelope/package: **BID FOR NEW STAIR CHAIR**
3. Three (3) copies of the proposal shall be submitted.

### **INFORMATION TO BE SUBMITTED WITH PROPOSAL:**

**Bidder Complies** YES\_\_\_ NO\_\_\_

The information requested within this bid must be furnished in full. Any bidder not completing this proposal or not furnishing any required information will not be considered. If a substitution is being proposed, then the bidder must note the section to which the alternative is being proposed and provide a narrative explaining that fact along with technical data supporting the fact that the substitute is equal to or better than the item as specified.

### **SPECIFICATIONS:**

#### **General Specifications:**

**Bidder Complies** YES\_\_\_ NO\_\_\_

- The unit shall have color-coded controls
- The unit shall have a minimum two (2) year warranty on all parts, and vendor shall supply copy of warranty statement.
- The unit shall have extendable foot end lift handles
- The unit shall have dual wheel locks
- The unit shall have a footrest option
- The unit shall be power washable
- The unit shall have a compact storage size
- The unit shall have an extendable upper control handle
- The unit shall have a stair tread system

## EXCEPTIONS TO SPECIFICATIONS:

Exceptions to these specifications shall be noted below. All exceptions taken shall be recorded per the guidelines defined above. Item header shall note each exception. If additional space is required for exceptions, then the bidder shall use additional paper as necessary, however the same format shall be used.

1. Header:

Exception:

2. Header:

Exception:

3. Header:

Exception:

4. Header:

Exception:

5. Header:

Exception:

**PROPOŠAL FORM:****Stair Chair****Closing Date: September 22, 2020 11:45 AM EST**

NO proposals received after the closing date and time will be accepted. All proposals must be marked on the outside of the envelope/packaging per instructions listed herein. Any failure to mark such on the outside of the sealed envelope/packaging may result in the request for bid not be considered. Along with quotes, please fill out the form below to include a total price for all items.

|   | Item                                 | QTY | Unit Price   | Total |
|---|--------------------------------------|-----|--------------|-------|
| 1 | Stair Chair                          |     |              |       |
| 2 | Warranty                             |     |              |       |
| 3 | Annual preventative maintenance plan |     |              |       |
| 4 | Service Contract                     |     |              |       |
| 5 | Shipping                             |     |              |       |
|   |                                      |     | Total Price: |       |



**CITY OF BIDDEFORD  
FIRE DEPARTMENT**

---

152 Alfred Street  
Biddeford, Maine 04005  
Tel: 207-282-6632  
Fax: 207-283-8243

**Chief Scott R. Gagne**  
**Assistant Chief Paul R. LaBrecque**  
**Deputy Chief Kevin D. Duross**

---

## **Bid Opening for Powered Ambulance Stretcher & Cot**

Bids were opened on September 22, 2020 at 11:30 am in the Conference Room.

Present from Biddeford Fire Department: Chief Scott Gagne, Assistant Chief Paul LaBrecque, Deputy Chief Kevin Duross, Office Manager Kathy Boyden.

**Ferno** **\$23,261.23**

Wilmington, OH

**Stryker** **\$24,064.52**

Redmond, WA

**City of Biddeford Fire Department  
152 Alfred St  
Biddeford, ME 04005-2589  
Specifications for One (1) New  
Powered Ambulance Stretcher/Cot**

**INVITATION TO BID:**

The Biddeford Fire Department is seeking sealed bids for the furnishing of one (1) new, Powered Ambulance Stretcher/Cot. Bids for the specified unit, equipment and accessories shall be submitted to Biddeford Fire Department before 11:30AM EST, September 22, 2020 at which time they will be publicly opened and read.

Bids shall be submitted in sealed envelopes marked "Bid for a Powered Ambulance Stretcher/Cot". Date and time of bid opening MUST appear on the outside of the envelope as well as the name, address and telephone number of the bidder.

It shall be understood that the Fire Chief reserves the right to reject any or all bids, or accept the proposal, which the Chief deems to be in the best interest of the Biddeford Fire Department. In the event of any doubt or difference of opinions as to the items to be furnished herein, the decision of the Chief shall be final and binding on both parties. All agreements and changes shall be in writing.

The Fire Chief has the right to reject any bid submitted by a dealer or manufacturer who cannot demonstrate a similar completed current model equivalent to or exceeding the specifications to that which is being requested in this bid. Each bidder must submit a reference list, with their bid, stating the names, addresses, telephone number, and contact person of at least six communities where similar stretchers/cots have been sold.

**INTENT OF SPECIFICATIONS:**

It shall be the intent of these specifications to describe and provide complete requirements for a Powered Ambulance Stretcher/Cot as detailed within. Each proposal response shall be in the same sequence as these specifications to allow the reviewers to easily compare proposals. An exception to the specifications may be granted if they are equal to or superior to that specified, provided they are listed and fully explained in the "Exceptions to Specifications" section or on another sheet if the space is needed.

Before awarding the bid, the Fire Chief reserves the right to require the bidder to submit such evidence of their qualifications as may be deemed necessary. The following documentation may be required: financial stability, technical expertise, experience, and other qualifications and abilities of the bidder, including past performance with the purchaser, in making the award in the best interest of the Biddeford Fire Department and in the interest of public safety

**CONTRACT:**

These specifications shall become a part of the final contract. There is no intention to disqualify any bidder who meets the minimum requirements of these specifications. It should be noted that this specification is written to address specific needs of the purchaser. As such, price will not be the primary consideration in the final bid award. Purchase will be made from the vendor whose product exhibits and meets all established requirements, at the most competitive price and that best fits the needs of the Biddeford

## Fire Department.

The Chief and/or his designee shall evaluate bids. The evaluation will be based on the following minimum criteria:

- Commitment to the conditions specified herein, particularly to the sections, which apply to bidder qualifications and Full Time, In-House service capabilities.
- Documentation and verification of a professionally staffed, factory trained, repair and service shop as described in this package.
- Qualifications, reputation and history of the bidder
- Completeness of the proposal and the degree to which the bidder responds to the requirements and requests for information by the purchaser.
- Commitment for expedient delivery.

No bid may be withdrawn within sixty (60) days subsequent to the opening thereof without permission of the Chief.

The Fire Chief reserves the right to reject any or all bids, waive any informalities in the bidding, or accept the bid, which is deemed to be in the best interest of the department.

### **GENERAL:**

The specification herein states the minimum requirements of the Biddeford Fire Department. All proposals must be regular in every respect. Unauthorized conditions, limitation, or provisions shall be cause for rejection. The Biddeford Fire Department will consider as irregular or non-responsive all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the Biddeford Fire Department to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. Failure to offer a completed proposal or failure to respond to each section of the technical specification may cause the proposal to be rejected without review as non-responsive. All variances, exceptions and/or deviations shall be fully described in the exceptions section of the proposal. Deceit in responding to the specification will be cause for rejection.

### **BIDDING PRACTICES:**

- A. Bids must be held firm for a period of not less than 60 days to permit examination and comparison, unless otherwise specified.
- B. No bid may be withdrawn, modified or otherwise changed once the bids have been opened. It will be assumed that each bidder has thoroughly and completely familiarized themselves with these specifications at time of bid. Modification to a bid, once submitted, will not be permitted. Simply stated, if any item, feature, option, etc. is not stated in writing in bidder's proposal, it will not be considered. Bidders are cautioned that verbal or written modifications to already opened bids are neither valid, or considered ethical, nor the comparison and selection of bid award will proceed only from what is stated in bidder's written proposal.
- C. Purchaser reserves the right to reject any or all bids, and to determine the proposal deemed in the best interest of purchaser from among those properly submitted, in accordance with these specifications and the laws of this State. Lowest bid, while a major consideration, will not govern the purchase wholly. Bid award will be made from considerations such as quality, conformance

- with these specifications, and completeness of proposal.

D. By signing this bid, the bidder has agreed to all terms and conditions of this specification, except as noted separately.

**PROPOSAL COMPLETION PROCESS:**

**Bidder Complies** YES\_\_\_ NO\_\_\_

Various areas in the following specifications require a response from the bidder. In order to aid in the evaluation process all responses must be consistent and, most importantly, legible. Therefore, the areas that are to be completed by the bidder, along with any other materials that may be submitted by the bidder, must be typed. Bids that are submitted either with hand-written responses or with hand stamped responses shall be automatically rejected as being non-compliant.

**QUOTATION:**

The overall quotation shall include a firm price for a Powered ambulance stretcher/cot meeting these specifications. The length of time that the price will be held shall be clearly stated in the quotation. The quotation shall include a specific delivery window based on the number of calendar days following the award of the contract. The model and version of the powered ambulance stretcher/cot shall be clearly stated in the quote.

**WARRANTY AND PREVENTATIVE MAINTENANCE PLAN:**

The proposal shall include all warranties that are required in the following detailed specification. All warranties must have specific time durations and shall define warranties on specific components below. In the blank lines, the bidder shall note the terms of the warranties that apply to the manufacturer being proposed.

**MANUFACTURER OR VENDOR WARRANTY:**

**Bidder Complies** YES\_\_\_ NO\_\_\_

Description of warranty: \_\_\_\_\_

Proposed term: \_\_\_\_\_year(s)

Description of warranty: \_\_\_\_\_

Proposed term: \_\_\_\_\_year(s)

**SERVICE REPAIR CONTRACT:**

**Bidder Complies** YES\_\_\_ NO\_\_\_

Proposed term: \_\_\_\_\_year(s)

**ANNUAL PREVENTATIVE MAINTENANCE PLAN:**

**Bidder Complies** YES\_\_\_ NO\_\_\_

Proposed term: \_\_\_\_\_year(s)

**NO COST TO THE BIDDEFORD FIRE DEPARTMENT FOR LOANER SHIPPED NEXT DAY IF REQUIRED:**

**Bidder Complies** YES\_\_\_ NO\_\_\_

## **BID COMPLETION REQUIREMENTS:**

1. All proposals shall be submitted to:

Biddeford Fire Department  
ATTN: Chief Scott Gagne - Powered Ambulance Stretcher/Cot  
Address: 152 Alfred Street  
City Biddeford Maine 04005

2. Proposals must be submitted by: September 22, 2020 at 11:30 AM EST  
All proposals shall be submitted in a sealed envelope/packaging with the following information marked on the outside of the envelope/packaging: **BID FOR NEW POWERED AMBULANCE STRETCHER/COT**
3. Three (3) copies of the proposal shall be submitted.

## **INFORMATION TO BE SUBMITTED WITH PROPOSAL:**

**Bidder Complies** YES\_\_\_ NO\_\_\_

The information requested within this bid must be furnished in full. Any bidder not completing this proposal or not furnishing any required information will not be considered. If a substitution is being proposed, then the bidder must note the section to which the alternative is being proposed and provide a narrative explaining that fact along with technical data supporting the fact that the substitute is equal to or better than the item as specified.

## **SPECIFICATIONS:**

### **General Specifications:**

**Bidder Complies** YES\_\_\_ NO\_\_\_

- Each unit shall be a hydraulic powered lift/loading stretcher with the ability to load into the ambulance with little to no lifting.
- Each unit shall have a minimum two (2) year warranty on all parts, and vendor shall supply copy of warranty statement.
- Each unit shall be equipped with a 3-stage IV pole.
- The unit is preferred to have a lifting capacity of seven hundred (700) pounds.
- The unit shall have an adjustable side rail to accommodate wider patients.
- The unit shall have compatibility with a powered loading system.
- The unit shall have a retractable head section.
- The unit shall have an adjustable head-end from supine to fowlers.
- The unit shall have a knee-gatch option
- The unit shall have a steer-lock option
- The unit shall be able to hold an oxygen cylinder
- The unit shall have pockets/pouches for storage
- The unit shall have an equipment hook.



**EXCEPTIONS TO SPECIFICATIONS:**

Exceptions to these specifications shall be noted below. All exceptions taken shall be recorded per the guidelines defined above. Item header shall note each exception. If additional space is required for exceptions, then the bidder shall use additional paper as necessary, however the same format shall be used.

1. Header: \_\_\_\_\_

Exception: \_\_\_\_\_

2. Header: \_\_\_\_\_

Exception: \_\_\_\_\_

3. Header: \_\_\_\_\_

Exception: \_\_\_\_\_

4. Header: \_\_\_\_\_

Exception: \_\_\_\_\_

5. Header: \_\_\_\_\_

Exception: \_\_\_\_\_

**PROPOSAL FORM:**

**Powered Ambulance Stretcher/Cot**

**Closing Date: September 22, 2020 11:30 AM EST**

NO proposals received after the closing date and time will be accepted. All proposals must be marked on the outside of the envelope/packaging per instructions listed herein. Any failure to mark such on the outside of the sealed envelope/packaging may result in the request for bid not be considered. Along with quotes, please fill out the form below to include a total price for all items.

|   | Item                                 | QTY | Unit Price   | Total |
|---|--------------------------------------|-----|--------------|-------|
| 1 | Powered Ambulance Stretcher/Cot      |     |              |       |
| 2 | Warranty                             |     |              |       |
| 3 | Annual preventative maintenance plan |     |              |       |
| 4 | Service Contract                     |     |              |       |
| 5 | Shipping                             |     |              |       |
|   |                                      |     | Total Price: |       |

## Gagne, Scott

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**From:** Duross, Kevin  
**Sent:** Tuesday, September 22, 2020 12:35 PM  
**To:** Gagne, Scott  
**Subject:** Stryker Info

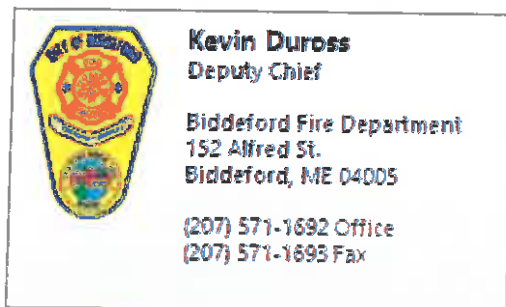
Hi Scott,

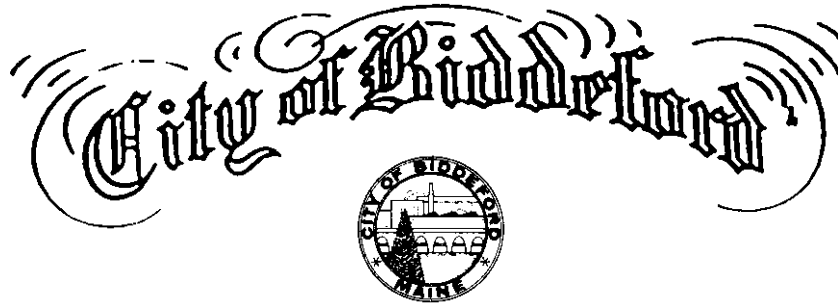
The Power Pro cot is 5 years of service. The cot comes with a 2 year warranty so this gives us 7 years of full coverage on the cot. This is the same for the stair chair according to our Stryker rep.

As far as a trade in, he can give us \$2500 toward a new cot with a trade.

Hope this helps.

Kevin





**2020.89**

**IN BOARD OF CITY COUNCIL...OCTOBER 6, 2020**

**BE IT ORDERED**, that the City Council of the City of Biddeford does hereby approve the purchase of a two-way radio simulcast trunked system, as the City Wide Radio System Upgrade outlined in the bid specifications submitted by Motorola Solutions in the amount of \$4,200,405, through financing or leasing options that is approved by the Finance Committee.

**BE IT FURTHER ORDERED**, that the City Council of the City of Biddeford does hereby approve the expenditure of \$276,500 and payable to Dirigo Wireless Inc., to provide the Fire Department with the ability of communicate with Mutual Aid partners, who still operate with analog technology, and to also provide Biddeford Public Safety with the capability to access radio resources using mobile devices. Financing options as determined by the Finance Committee



## City Council

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Meeting Date: October 6 2020

Meeting Time: 6:00pm

Agenda Item No: 2020.89

Item Description: **[2020.89) Approval/City-Wide Public Safety Radio System Upgrade/Motorola Solutions; and Communications Technology with Dirigo Wireless, Inc. – quoted lease financing options**

Submitted by: Alison J. Garrison, Finance Director

Supporting Information/Documentation:

PDF comparison table: Lease Options Proposed COB Radio System Upgrade 09.30.20

Key Terms: N/A

Executive Summary:

In order to determine the best finance options for the proposed City of Biddeford radio system upgrade project, quotes have been obtained from Motorola financing and from two banking/municipality lending institutions. A comparative summary along will show the cost of Motorola's financing package compared to the most competitive banking/municipality lending institution rates available at this time. Motorola offers a promotional lease finance incentive along with their radio system proposal which is valid until December 8 2020 and appears the most favorable solution for lease financing when compared with the other financing quotes received.

Detailed Review:

The analysis summary compares a 7 year lease option and a 10 year lease option for two cost amounts based on the submitted project proposal from Motorola dated 09.18.20:

1. \$4,200,405 = The cost of the Motorola Solutions Proposal City Wide Radio System Upgrade
2. \$4,476,905 = The cost of the Motorola Solutions Proposal City Wide Radio System Upgrade + \$276,500 for the Dirigo Wireless Analog System (\$4,200,405+\$276,500=\$4,476,905)

Funding Source:

Quotes from Motorola Lease Finance, Municipal Leasing Consultants, Androscoggin Bank were collected to determine estimated finance costs.

Staff Recommendation:

Staff recommends approval to proceed in the finalization of the purchase financing decision for the City Wide Public Safety Radio System Upgrade Project. At this time, Motorola has offered the most competitive cost of financing.

**Financing Options**  
**est as of 09.30.2020**  
**Proposed City of Biddeford Radio System Upgrade Project**

**Motorola**

0% interest for 24 mos, then compounds annual, no deposit, can also be flexible with payment frequency options (monthly, qtlly, annually), no payment for first two years, below illustration assumes annual payment frequency, can make payment in year 1 and 2 to save on interest. This is a promotional incentive offer good til 12/08/2020

| <b>Proposal Options (as per 09.18.2020 Motorola Quote)</b> | <b>Option 1</b>        | <b>Option 2</b>        | <b>Option 3</b>        | <b>Option 4</b>        |
|------------------------------------------------------------|------------------------|------------------------|------------------------|------------------------|
| <b>Suggested Lease Term Option</b>                         | <b>\$4.2MM</b>         | <b>\$4.476MM</b>       | <b>\$4.2MM</b>         | <b>\$4.476MM</b>       |
|                                                            | <b>7 year*</b>         | <b>7 year</b>          | <b>10 year</b>         | <b>10 year</b>         |
| Rate%                                                      | 2.54%                  | 2.54%                  | 2.64%                  | 2.64%                  |
| Lease Term                                                 | 7 years                | 7 years                | 10 years               | 10 years               |
| Lease Payment Start Date                                   | 10/1/2022              | 10/1/2022              | 10/1/2022              | 10/1/2022              |
| Lease Payment End Date                                     | 10/1/2027              | 10/1/2027              | 10/1/2030              | 10/1/2030              |
| Annual Lease Payment                                       | \$ 744,689.80          | \$ 793,710.49          | \$ 516,813.33          | \$ 550,833.91          |
| Total Principal                                            | \$ 4,200,405.00        | \$ 4,476,905.00        | \$ 4,200,405.00        | \$ 4,476,905.00        |
| Total Interest                                             | \$ 267,733.80          | \$ 285,357.94          | \$ 450,917.67          | \$ 480,600.19          |
| <b>Total Lease Cost</b>                                    | <b>\$ 4,468,138.80</b> | <b>\$ 4,762,262.94</b> | <b>\$ 4,651,322.67</b> | <b>\$ 4,957,505.19</b> |
| <b>% Cost of Debt</b>                                      | <b>6.37%</b>           | <b>6.37%</b>           | <b>10.74%</b>          | <b>10.74%</b>          |

The City would have the opportunity/flexibility to improve on the total cost by making some payments during the deferral period. For example, if City paid first payment 10/1/2021 on Opt 1, savings would be appx \$97k in interest

**Municipal Leasing Consultants**

0% interest for 12 mos, then compounds annual, no deposit, can also be flexible with payment frequency options (monthly, qtlly, annually), no payment for first year, below illustration assumes annual payment and is best rate option from quotes obtained from banks and municipal lenders, quote fixed until 10/29/2020

| <b>Proposal Options</b>     | <b>Option 1</b>        | <b>Option 2</b>        | <b>Option 3</b>        | <b>Option 4</b>        |
|-----------------------------|------------------------|------------------------|------------------------|------------------------|
| <b>Suggested Lease Term</b> | <b>\$4.2MM</b>         | <b>\$4.476MM</b>       | <b>\$4.2MM</b>         | <b>\$4.476MM</b>       |
|                             | <b>7 year</b>          | <b>7 year</b>          | <b>10 year</b>         | <b>10 year</b>         |
| Rate%                       | 1.84%                  | 1.84%                  | 2.18%                  | 2.18%                  |
| Lease Term                  | 7 years                | 7 years                | 10 years               | 10 years               |
| Lease Payment Start Date    | 10/29/2021             | 10/29/2021             | 10/29/2021             | 10/29/2021             |
| Lease Payment End Date      | 10/29/2027             | 10/29/2027             | 10/29/2030             | 10/29/2030             |
| Annual Lease Payment        | \$ 645,027.13          | \$ 687,487.32          | \$ 472,031.25          | \$ 503,103.65          |
| Total Principal             | \$ 4,200,405.00        | \$ 4,476,905.00        | \$ 4,200,405.00        | \$ 4,476,905.00        |
| Total Interest              | \$ 314,784.91          | \$ 335,506.24          | \$ 519,907.50          | \$ 554,131.50          |
| <b>Total Lease Cost</b>     | <b>\$ 4,515,189.91</b> | <b>\$ 4,812,411.24</b> | <b>\$ 4,720,312.50</b> | <b>\$ 5,031,036.50</b> |
| <b>% Cost of Debt</b>       | <b>7.49%</b>           | <b>7.49%</b>           | <b>12.38%</b>          | <b>12.38%</b>          |

Again, the City would have the opportunity/flexibility to improve on the total cost by making some payments during the deferral period.

**OTHER BANK QUOTE RECD**

**Androscoggin Bank**

Rates are fixed, first payment is due upon signing, no deposit option, bank caveats, other misc closing fees)

| <b>Proposal Options</b>     | <b>Option A</b>        | <b>Option B (DEPOSIT)</b> |
|-----------------------------|------------------------|---------------------------|
| <b>Suggested Lease Term</b> | <b>\$4.2MM</b>         | <b>\$4.2MM</b>            |
|                             | <b>7 year</b>          | <b>7 year</b>             |
| Deposit held                | \$                     | 1,000,000.00              |
| Rate%                       | 2.61%                  | 2.51%                     |
| Lease Term                  | 7 years                | 7 years                   |
| Lease Payment Start Date    | 10/30/2020             | 10/30/2020                |
| Lease Payment End Date      | 10/30/2027             | 10/30/2027                |
| Annual Lease Payment        | \$ 664,342.52          | \$ 661,820.83             |
| Total Principal             | \$ 4,200,405.00        | \$ 4,200,405.00           |
| Total Interest              | \$ 449,992.62          | \$ 432,340.75             |
| <b>Total Lease Cost</b>     | <b>\$ 4,650,397.62</b> | <b>\$ 4,632,745.75</b>    |
| <b>% Cost of Debt</b>       | <b>10.71%</b>          | <b>10.29%</b>             |

# PROPOSED CITY OF BIDDEFORD RADIO SYSTEM UPGRADE PROJECT

|                                                                                                                                                                                                                                   |                          |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------|
| Motorola Solutions Proposal - City Wide Radio System Upgrade                                                                                                                                                                      | \$4,200,405 <sup>1</sup> | 94%         |
| Proposal to provide a solution to end of life and reliability issues with the City's current radio system (pages 2-9 )                                                                                                            |                          |             |
| Dirigo Wireless, Inc. Proposal - Analog System Upgrade                                                                                                                                                                            | \$276,500                | 6%          |
| Proposal to provide the FD with ability to communicate with Mutual Aid partners who still operate with analog technology and also provide Biddeford Public Safety with capability to access radio resources using mobile devices. |                          |             |
| TOTAL PROPOSED RADIO UPGRADE PROJECT                                                                                                                                                                                              | <u>\$4,476,905</u>       | <u>100%</u> |

*Note1: Motorola Solutions Proposal has been reduced by \$305,419 (original proposal as compared to 9/17/2020 revision – see page 2)*



# AUG & SEP 2020 REVIEWS REDUCED ORIGINAL PROPOSAL BY \$305,419

City Staff worked to find opportunities to reduce departmental equipment requirements and Motorola adjusted discounts.

**Note:** Based on further FD review, the 9/17 proposal has eleven fewer APX 8000 XE and eleven more APX 1000 as compared to the 9/8/2020 proposal.

|                              | 7/31/2020          | 9/17/2020          | CHANGE             |
|------------------------------|--------------------|--------------------|--------------------|
| Departmental Equipment       | \$2,548,288        | \$2,247,786        | (\$300,502)        |
| Network Infrastructure       | \$1,779,278        | \$1,779,278        | (\$0)              |
| Installation and Integration | \$1,912,855        | \$1,912,855        | \$0                |
| All Discounts                | (\$1,734,597)      | (\$1,739,514)      | (\$4,917)          |
| <b>Total</b>                 | <b>\$4,505,824</b> | <b>\$4,200,405</b> | <b>(\$305,419)</b> |

Original Proposal \$4,505,824  
 9/8 reductions (\$ 280,020)  
 9/17 reductions (\$ 25,399)  
**9/17/20 Proposal \$4,200,405**

| REDUCTION AT STATE CONTRACT PRICING       |             | 7/31/2020 |                    | 9/17/2020 |                    | CHANGE |                    |
|-------------------------------------------|-------------|-----------|--------------------|-----------|--------------------|--------|--------------------|
| DESCRIPTION                               | PRICE       | units     | \$s                | units     | \$s                | units  | \$s                |
| <b>DEPARTMENTAL EQUIPMENT</b>             |             |           |                    |           |                    |        |                    |
| APX 8000 Portable Unit                    | \$6,619.65  | 70        | \$463,376          | 70        | \$463,376          | 0      | \$0                |
| APX 8000 Portable Unit XE                 | \$7,746.84  | 100       | \$774,684          | 75        | \$581,013          | (25)   | (\$193,671)        |
| APX 8500 Mobile Unit                      | \$7,558.50  | 32        | \$241,872          | 22        | \$166,287          | (10)   | (\$75,585)         |
| APX 8500 Mobile Unit XE                   | \$7,757.29  | 52        | \$403,379          | 36        | \$279,262          | (16)   | (\$124,117)        |
| APX 1500 Mobile Unit                      | \$2,939.68  | 60        | \$176,381          | 60        | \$176,381          | 0      | \$0                |
| APX 1000 Portable Unit                    | \$4,037.84  | 12        | \$48,454           | 35        | \$141,324          | 23     | \$92,870           |
| Digital Vehicular Repeater System         | \$13,576.14 | 11        | \$149,338          | 11        | \$149,338          | 0      | \$0                |
| <b>Sub-Total - Departmental Equipment</b> |             |           | <b>\$2,257,483</b> |           | <b>\$1,956,981</b> |        | <b>(\$300,502)</b> |
| <b>CORE EQUIPMENT</b>                     |             |           |                    |           |                    |        |                    |
| MCD 5000 Desk-set with network gear       | \$3,301.50  | 18        | \$59,427           | 18        | \$59,427           | 0      | \$0                |
| APX Consolettes                           | \$23,137.83 | 10        | \$231,378          | 10        | \$231,378          | 0      | \$0                |
| <b>Sub-Total - Core Equipment</b>         |             |           | <b>\$290,805</b>   |           | <b>\$290,805</b>   |        | <b>\$0</b>         |

|                                                  |            |  |                    |  |                    |  |                    |
|--------------------------------------------------|------------|--|--------------------|--|--------------------|--|--------------------|
| <b>TOTAL EQUIPMENT AT STATE CONTRACT PRICING</b> | <b>\$s</b> |  | <b>\$2,548,288</b> |  | <b>\$2,247,786</b> |  | <b>(\$300,502)</b> |
|--------------------------------------------------|------------|--|--------------------|--|--------------------|--|--------------------|

# PROPOSED MOTOROLA SOLUTIONS' CITY WIDE RADIO UPGRADE

## CONTRACT PRICING

| Equipment and Services                                                             | Price                 |
|------------------------------------------------------------------------------------|-----------------------|
| Fixed Network Infrastructure Cost Per NASPO Value-Point Contract                   | \$2,070,083.00        |
| Subscriber Radio Cost Per NASPO Value-Point Contract                               | \$1,956,981.00        |
| Installation and Integration Costs per NASPO Value-Point Contract:                 | \$1,912,855.00        |
| ▪ Engineering                                                                      |                       |
| ▪ Installation Services (Fixed and Subscriber Installation Cost)                   |                       |
| ▪ Systems Integration Services                                                     |                       |
| ▪ Project Management Services                                                      |                       |
| ▪ Site Improvement Services                                                        |                       |
| ▪ Training                                                                         |                       |
| ▪ 24 x 7 First Year Warranty                                                       |                       |
| ▪ System Staging                                                                   |                       |
| <b>System Sale Price Per NASPO Value-Point Contract</b>                            | <b>\$5,939,919.00</b> |
| 12 Month Interest Free Lease                                                       | Included/see below    |
| Contract Execution by 12/01/2020                                                   | -\$600,000.00         |
| One-Time System Replacement Discount                                               | -\$626,194.00         |
| Subscriber Discount                                                                | -\$513,320.00         |
| <b>Equipment and Services Total Per NASPO Value-Point Contract with Incentives</b> | <b>\$4,200,405.00</b> |

Price valid through December 8, 2020.

Incentive offer valid until December 8, 2020.

INSTALLATION & INTEGRATION \$1,517,979 36%

Page 4

INFRASTRUCTURE \$1,411,976 34%

Page 5

DEPARTMENTAL EQUIPMENT \$1,270,449 30%

Pages 6-9

**TOTAL PROPOSED CONTRACT \$4,200,405 100%**

Note: See Page 9 for allocation of discounts

NOTE: Extracted From Motorola Solutions Radio System Upgrade Proposal Dated 8/21/2020 and Revised on 9/17/2020

## PROPOSED MOTOROLA SOLUTIONS' INSTALLATION AND INTEGRATION - \$1,517,979

- Motorola Project Management/ 10 Months
- Engineering, System Integration and Installation /10 Months
  - ✓ Install and Optimize trunked radio equipment at Communications, Public Works, and Water Tank
  - ✓ Install and Optimize CORE Equipment at Communications Center
  - ✓ Install and Optimize Dispatch Consoles at Communications Center
  - ✓ Site Improvements
- Training
- Mobile Radio Installation for Fire and Police Departments
- Mobile and Portable Radio Programming
- Equipment Staging in Elgin Illinois-System is fully set-up and tested before deployment
- Decommission of Legacy System
- Warranty – Starts once final system acceptance has taken place

## PROPOSED MOTOROLA SOLUTIONS' INFRASTRUCTURE - \$1,411,976

### **L2 Redundant CORE**

Located at Communications Center, the L2 Core acts as the hub for which all dispatch consoles, trunked radio site equipment, consollette radios, and MCD 5000 desksets integrate into. The hardware and software at the CORE manages all voice and data traffic for the network and is fully redundant, meaning equipment is doubled. Redundancy is critical for a Public Safety Network so in the case that one device fails, there is a replacement unit on stand-by. All infrastructure hardware and software components tie into the core via IP Backhaul (microwave or fiber).

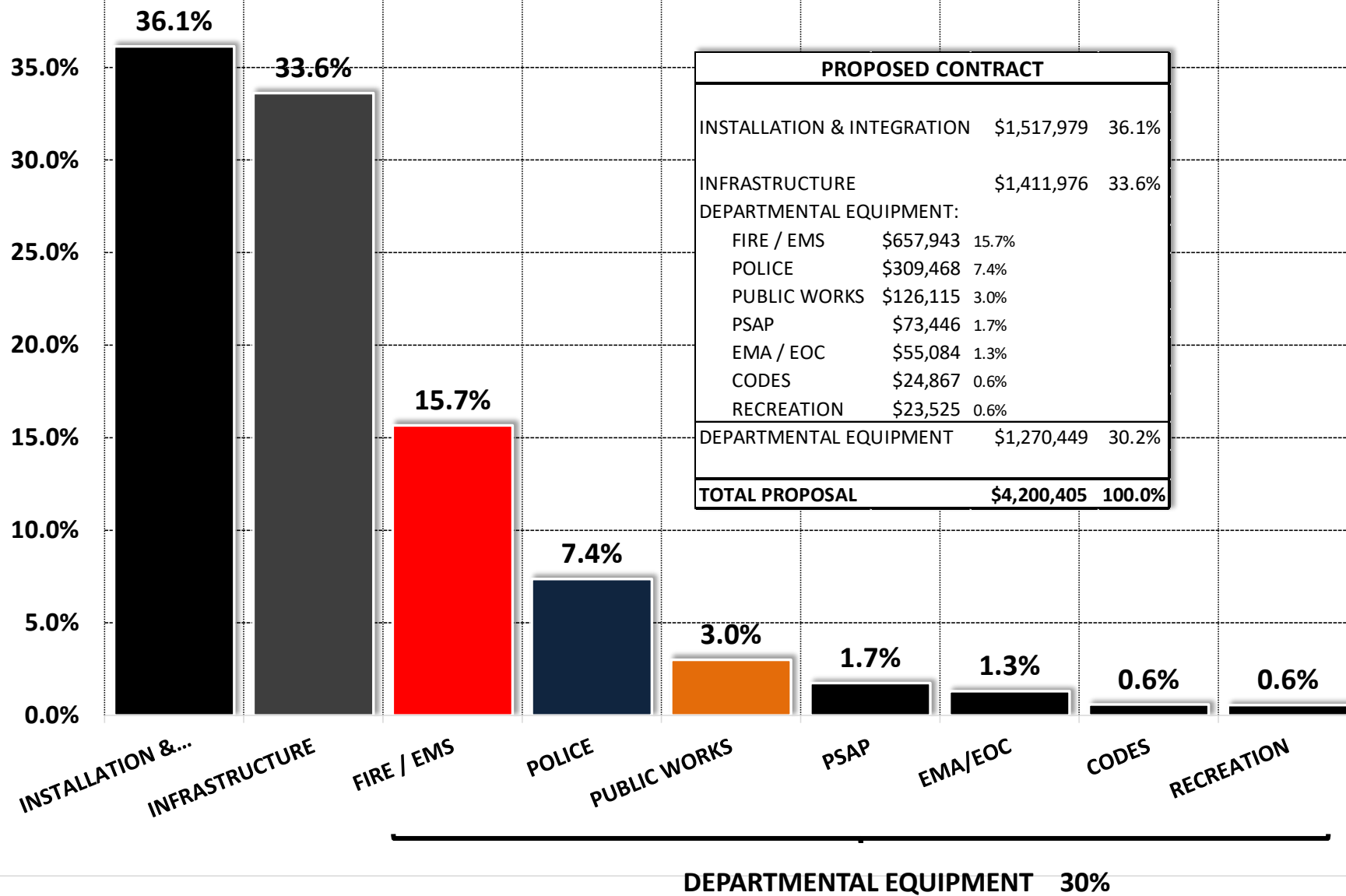
### **MCC7500E Dispatch Consoles**

7 dispatch positions located at Communications Center which allow dispatchers to communicate with Police, FIRE, EMS and Public Works as well as other agencies operating on the radio system. These windows based consoles consist of software, desktop computers and accessories at each dispatch position.

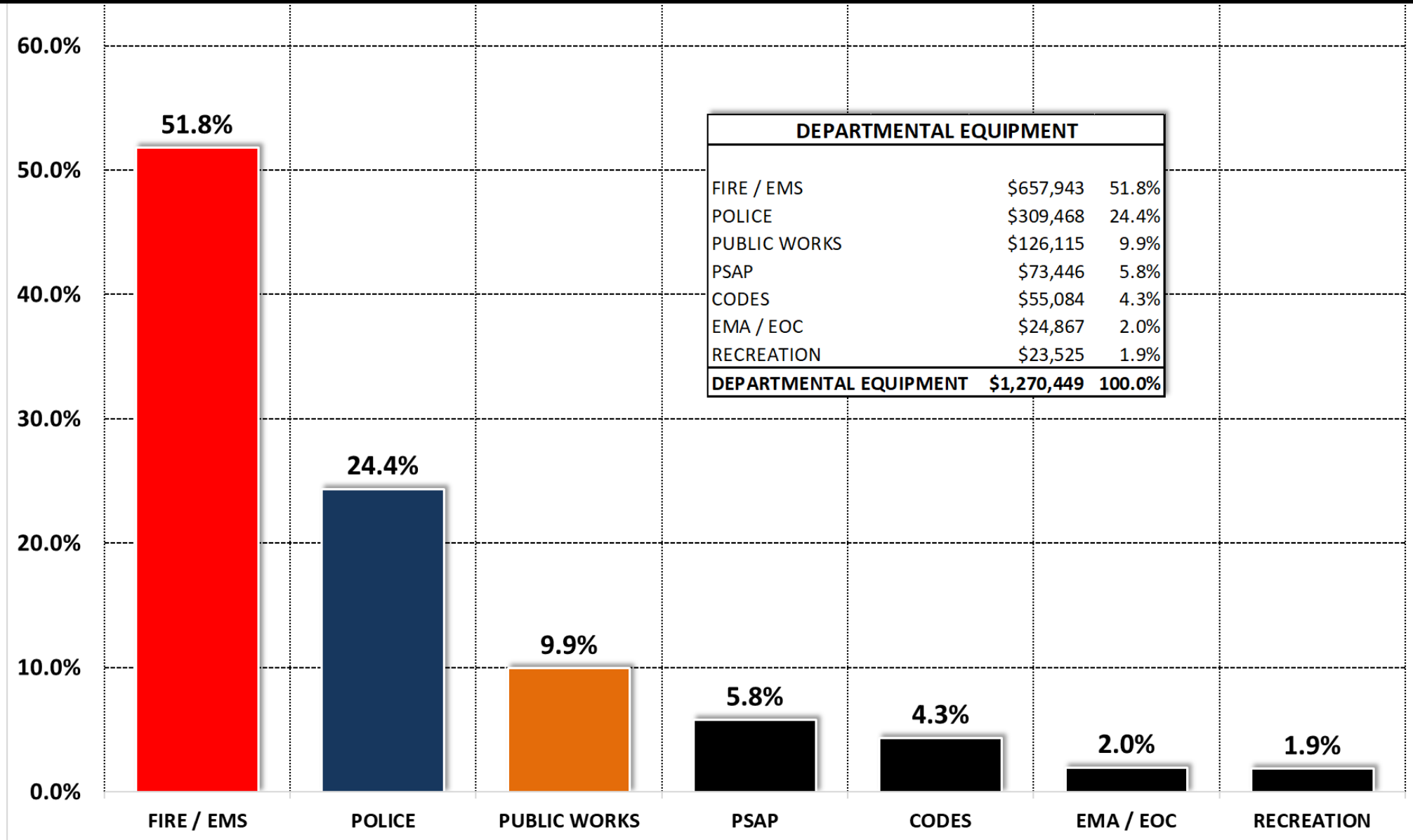
### **Radio Communications Site EQ**

Trunked repeaters, antenna systems, comparators, GPS Timing EQ for simulcast, RF(Radio Frequency)combiners, UPS back-up power, and antenna systems to be located at Communications Center, Public Works, and the Water Tank. The EQ is tied into the CORE at Communications Center via an existing fiber or microwave connection.

# PROPOSED MOTOROLA SOLUTIONS' CITY WIDE RADIO UPGRADE - \$4,200,405



# PROPOSED MOTOROLA SOLUTIONS' RADIO UPGRADE – DEPARTMENTAL EQUIPMENT



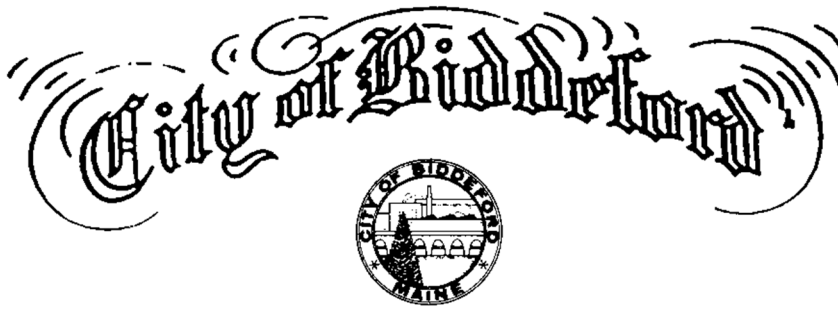
# \$2,247,786 IN EQUIPMENT DISCOUNTED TO \$1,270,449 (43.5% average discount)

| PROPOSED CONTRACT FOR DEPARTMENTAL EQUIPMENT ONLY |              | PSAP       |            | POLICE      |             | FIRE        |             | PUBLIC WORKS |            | RECREATION  |          | CODES |          | EMA / EOC |          | TOTALS |             |
|---------------------------------------------------|--------------|------------|------------|-------------|-------------|-------------|-------------|--------------|------------|-------------|----------|-------|----------|-----------|----------|--------|-------------|
| DESCRIPTION                                       | PRICE        | units      | \$s        | units       | \$s         | units       | \$s         | units        | \$s        | units       | \$s      | units | \$s      | units     | \$s      | units  | \$s         |
| DEPARTMENTAL EQUIPMENT                            |              |            |            |             |             |             |             |              |            |             |          |       |          |           |          |        |             |
| APX 8000 Portable Unit                            | \$ 6,619.65  | 0          | \$0        | 65          | \$430,277   | 0           | \$0         | 0            | \$0        | 0           | \$0      | 5     | \$33,098 | 0         | \$0      | 70     | \$463,376   |
| APX 8000 Portable Unit XE                         | \$ 7,746.84  | 0          | \$0        | 0           | \$0         | 75          | \$581,013   | 0            | \$0        | 0           | \$0      | 0     | \$0      | 0         | \$0      | 75     | \$581,013   |
| APX 8500 Mobile Unit                              | \$ 7,558.50  | 0          | \$0        | 20          | \$151,170   | 0           | \$0         | 0            | \$0        | 0           | \$0      | 2     | \$15,117 | 0         | \$0      | 22     | \$166,287   |
| APX 8500 Mobile Unit XE                           | \$ 7,757.29  | 0          | \$0        | 0           | \$0         | 36          | \$279,262   | 0            | \$0        | 0           | \$0      | 0     | \$0      | 0         | \$0      | 36     | \$279,262   |
| APX 1500 Mobile Unit                              | \$ 2,939.68  | 0          | \$0        | 0           | \$0         | 0           | \$0         | 60           | \$176,381  | 0           | \$0      | 0     | \$0      | 0         | \$0      | 60     | \$176,381   |
| APX 1000 Portable Unit * Rec                      | \$ 4,037.84  | 0          | \$0        | 0           | \$0         | 11          | \$44,416    | 12           | \$48,454   | 12          | \$48,454 | 0     | \$0      | 0         | \$0      | 35     | \$141,324   |
| Digital Vehicular Repeater System                 | \$ 13,576.14 | 0          | \$0        | 1           | \$13,576    | 10          | \$135,761   | 0            | \$0        | 0           | \$0      | 0     | \$0      | 0         | \$0      | 11     | \$149,338   |
| Sub-Total - Departmental Equipment                |              |            | \$0        |             | \$595,023   |             | \$1,040,453 |              | \$224,835  |             | \$48,454 |       | \$48,215 |           | \$0      |        | \$1,956,981 |
| CORE EQUIPMENT                                    |              |            |            |             |             |             |             |              |            |             |          |       |          |           |          |        |             |
| MCD 5000 Desk-set with network gear               | \$3,301.50   | 0          | \$0        | 0           | \$0         | 12          | \$39,618    | 6            | \$19,809   | 0           | \$0      | 0     | \$0      | 0         | \$0      | 18     | \$59,427    |
| APX Consolettes                                   | \$23,137.83  | 4          | \$92,551   | 0           | \$0         | 3           | \$69,413    | 0            | \$0        | 0           | \$0      | 0     | \$0      | 3         | \$69,413 | 10     | \$231,378   |
| Sub-Total - Core Equipment                        |              |            | \$92,551   |             | \$0         |             | \$109,031   |              | \$19,809   |             | \$0      |       | \$0      |           | \$69,413 |        | \$290,805   |
| TOTAL EQUIPMENT AT STATE CONTRACT PRICING         |              | \$s        | \$92,551   | \$595,023   | \$1,149,485 | \$244,644   | \$48,454    | \$48,215     | \$69,413   | \$2,247,786 |          |       |          |           |          |        |             |
|                                                   |              | % of Total | 4.1%       | 26.5%       | 51.1%       | 10.9%       | 2.2%        | 2.1%         | 3.1%       | 100.0%      |          |       |          |           |          |        |             |
| PROJECT DISCOUNT                                  |              | \$s        | \$0        | (\$162,723) | (\$254,251) | (\$68,026)  | (\$14,926)  | (\$13,395)   | \$0        | (\$513,320) |          |       |          |           |          |        |             |
|                                                   |              | Discount % | 0.0%       | 27.3%       | 22.1%       | 27.8%       | 30.8%       | 27.8%        | 0.0%       | 22.8%       |          |       |          |           |          |        |             |
| SYSTEM REPLACEMENT DISCOUNT                       |              | \$s        | (\$9,757)  | (\$62,728)  | (\$121,180) | (\$25,791)  | (\$5,108)   | (\$5,083)    | (\$7,318)  | (\$236,965) |          |       |          |           |          |        |             |
|                                                   |              | Discount % | 10.5%      | 10.5%       | 10.5%       | 10.5%       | 10.5%       | 10.5%        | 10.5%      | 10.5%       |          |       |          |           |          |        |             |
| CONTRACT EXECUTION DISCOUNT                       |              | \$s        | (\$9,349)  | (\$60,104)  | (\$116,111) | (\$24,712)  | (\$4,894)   | (\$4,870)    | (\$7,012)  | (\$227,052) |          |       |          |           |          |        |             |
|                                                   |              | Discount % | 10.1%      | 10.1%       | 10.1%       | 10.1%       | 10.1%       | 10.1%        | 10.1%      | 10.1%       |          |       |          |           |          |        |             |
| TOTAL OF ALL DISCOUNTS                            |              | \$s        | (\$19,106) | (\$285,555) | (\$491,542) | (\$118,529) | (\$24,929)  | (\$23,348)   | (\$14,329) | (\$977,337) |          |       |          |           |          |        |             |
|                                                   |              | Discount % | 20.6%      | 48.0%       | 42.8%       | 48.4%       | 51.4%       | 48.4%        | 20.6%      | 43.5%       |          |       |          |           |          |        |             |
| PROPOSED CONTRCT DOLLARS                          |              | \$s        | \$73,446   | \$309,468   | \$657,943   | \$126,115   | \$23,525    | \$24,867     | \$55,084   | \$1,270,449 |          |       |          |           |          |        |             |
|                                                   |              | % of Total | 5.8%       | 24.4%       | 51.8%       | 9.9%        | 1.9%        | 2.0%         | 4.3%       | 100.0%      |          |       |          |           |          |        |             |

# \$5,939,919 MOTOROLA TOTAL IS DISCOUNTED TO \$4,200,405 (29.3% average discount)

|                                                   | State<br>Contract<br>Pricing | Equip<br>%    | Project<br>Discount | Discount<br>% | System<br>Replacement<br>Discount | Discount<br>% | Contract<br>Execution<br>Discount | Discount<br>% | Sum of All<br>Discounts | Total<br>Disc % | Proposed<br>Contract | % of<br>Total |
|---------------------------------------------------|------------------------------|---------------|---------------------|---------------|-----------------------------------|---------------|-----------------------------------|---------------|-------------------------|-----------------|----------------------|---------------|
| <b>FIXED NETWORK INFRASTRUCTURE - GENERAL</b>     | <b>\$1,779,278</b>           |               | <b>\$0</b>          | <b>0.0%</b>   | <b>(\$187,574)</b>                | <b>10.5%</b>  | <b>(\$179,727)</b>                | <b>10.1%</b>  | <b>(\$367,301)</b>      | <b>20.6%</b>    | <b>\$1,411,976</b>   | <b>33.6%</b>  |
| Fixed Network Infrastructure Equipment - PSAP     | \$92,551                     | 4.1%          | \$0                 | 0.0%          | (\$9,757)                         | 10.5%         | (\$9,349)                         | 10.1%         | (\$19,106)              | 20.6%           | \$73,446             | 1.7%          |
| Fixed Network Infrastructure Equipment - EMA/EOC  | \$69,413                     | 3.1%          | \$0                 | 0.0%          | (\$7,318)                         | 10.5%         | (\$7,012)                         | 10.1%         | (\$14,329)              | 20.6%           | \$55,084             | 1.3%          |
| Fixed Network Infrastructure Equipment - Fire/EMS | \$109,031                    | 4.9%          | \$0                 | 0.0%          | (\$11,494)                        | 10.5%         | (\$11,013)                        | 10.1%         | (\$22,508)              | 20.6%           | \$86,524             | 2.1%          |
| Subscriber Radio Equipment - Fire/EMS             | \$1,040,453                  | 46.3%         | (\$254,251)         | 24.4%         | (\$109,686)                       | 10.5%         | (\$105,098)                       | 10.1%         | (\$469,034)             | 45.1%           | \$571,419            | 13.6%         |
| Fire/EMS sub-total                                | \$1,149,485                  | 51.1%         | (\$254,251)         | 22.1%         | (\$121,180)                       | 10.5%         | (\$116,111)                       | 10.1%         | (\$491,542)             | 42.8%           | \$657,943            | 15.7%         |
| Subscriber Radio Equipment - Police               | \$595,023                    | 26.5%         | (\$162,723)         | 2.7%          | (\$62,728)                        | 10.5%         | (\$60,104)                        | 10.1%         | (\$285,555)             | 48.0%           | \$309,468            | 7.4%          |
| Fixed Network Infrastructure Equipment - PWorks   | \$19,809                     | 0.9%          | \$0                 | 0.0%          | (\$2,088)                         | 10.5%         | (\$2,001)                         | 10.1%         | (\$4,089)               | 20.6%           | \$15,720             | 0.4%          |
| Subscriber Radio Equipment - Public Works         | \$224,835                    | 10.0%         | (\$68,026)          | 30.3%         | (\$23,702)                        | 10.5%         | (\$22,711)                        | 10.1%         | (\$114,439)             | 50.9%           | \$110,396            | 2.6%          |
| Public Works sub-total                            | \$244,644                    | 10.9%         | (\$68,026)          | 27.8%         | (\$25,791)                        | 10.5%         | (\$24,712)                        | 10.1%         | (\$118,528)             | 48.4%           | \$126,116            | 3.0%          |
| Subscriber Radio Equipment - Recreation           | \$48,454                     | 2.2%          | (\$14,926)          | 30.8%         | (\$5,108)                         | 10.5%         | (\$4,894)                         | 10.1%         | (\$24,929)              | 51.4%           | \$23,525             | 0.6%          |
| Subscriber Radio Equipment - Code Enforcement     | \$48,215                     | 2.1%          | (\$13,395)          | 27.8%         | (\$5,083)                         | 10.5%         | (\$4,870)                         | 10.1%         | (\$23,348)              | 48.4%           | \$24,867             | 0.6%          |
| <b>DEPARTMENTAL EQUIPMENT</b>                     | <b>\$2,247,786</b>           | <b>100.0%</b> | <b>(\$513,320)</b>  | <b>22.8%</b>  | <b>(\$236,965)</b>                | <b>10.5%</b>  | <b>(\$227,052)</b>                | <b>10.1%</b>  | <b>(\$977,337)</b>      | <b>43.5%</b>    | <b>\$1,270,449</b>   | <b>30.2%</b>  |
|                                                   |                              |               |                     |               |                                   |               |                                   |               |                         |                 |                      |               |
| <b>INSTALLATION &amp; INTEGRATION COSTS</b>       | <b>\$1,912,855</b>           |               | <b>\$0</b>          | <b>0.0%</b>   | <b>(\$201,656)</b>                | <b>10.5%</b>  | <b>(\$193,220)</b>                | <b>10.1%</b>  | <b>(\$394,876)</b>      | <b>20.6%</b>    | <b>\$1,517,979</b>   | <b>36.1%</b>  |
|                                                   |                              |               |                     |               |                                   |               |                                   |               |                         |                 |                      |               |
| <b>TOTALS</b>                                     | <b>\$5,939,919</b>           |               | <b>(\$513,320)</b>  | <b>8.6%</b>   | <b>(\$626,194)</b>                | <b>10.5%</b>  | <b>(\$600,000)</b>                | <b>10.1%</b>  | <b>(\$1,739,514)</b>    | <b>29.3%</b>    | <b>\$4,200,405</b>   | <b>100.0%</b> |





**2020.90**

**IN BOARD OF CITY COUNCIL. OCTOBER 6, 2020**

**BE IT ORDERED** that the City Council does hereby request the Planning Board to conduct a Public Hearing and make recommendations to the City Council regarding proposed amendments to the Zoning Ordinance as outlined below.

**Amending the Zoning Ordinance to clarify definitions related to marijuana and their consistency with state statute;**

**Amending the Zoning Ordinance to permit Adult Use Cultivation and Manufacturing in the I1 and I2 zones (in addition to medical marijuana in the same zones); and,**

**Amending the Zoning Ordinance to permit Adult Use and Medical marijuana Cultivation and Manufacturing in the I3 zone (where only dispensaries are permitted).**



## City Council

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Meeting Date: October 6, 2020

Meeting Time: 6:00 p

Agenda Item No: Discussion Item

Item Description: Marijuana zoning Ordinance Referral to Planning Board

Submitted by: Mathew Eddy; Director, Planning and Development

### Supporting Information/Documentation:

- February 11 Meeting with City Council  
[https://docs.google.com/gview?url=https%3A%2F%2Fgranicus\\_production\\_attachments.s3.amazonaws.com%2Fbiddeford%2F42ba50743da7b037969ef4ffdaae44310.pdf&embedded=true](https://docs.google.com/gview?url=https%3A%2F%2Fgranicus_production_attachments.s3.amazonaws.com%2Fbiddeford%2F42ba50743da7b037969ef4ffdaae44310.pdf&embedded=true)
- April 18, 2019 Email from Roby Fecteau  
[https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/375160/6-11-2019\\_Workshop-Marijuana-Fecteau\\_Email-April\\_2019.pdf](https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/375160/6-11-2019_Workshop-Marijuana-Fecteau_Email-April_2019.pdf)
- June 11, 2019 – Council Workshop – 1.2 Adult Use Marijuana: State Rule Changes (timestamp 1:16:00) [https://biddeford.granicus.com/MediaPlayer.php?view\\_id=1&clip\\_id=551](https://biddeford.granicus.com/MediaPlayer.php?view_id=1&clip_id=551)
- Zoning Amendment Recommendations and Referral to Planning Board/Adult Use Marijuana White Paper - [https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/594989/Marijuana\\_White\\_Paper\\_-\\_May\\_2020.pdf](https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/594989/Marijuana_White_Paper_-_May_2020.pdf)

### Key Terms:

See above memos, which provide ordinance definitions and some previous discussion.  
Please note that we are not addressing personally homegrown marijuana or in-home caregivers in this review.

### State Definitions/locations of import:

- o Attachment 1: Odor Control Draft Proposal from Codes Enforcement
- o Marijuana Legalization Act (or Adult Use Marijuana Law) 28-B M.R.S. Ch. 1
  - 18-691 C.M.R. ch. 1 – Adult Use Marijuana Program Rule  
<https://legislature.maine.gov/statutes/28-B/title28-Bch1sec0.html>
- o Maine Medical Use of Marijuana Act 22 M.R.S. Ch. 558-C
  - 18-691 C.M.R. ch. 2 - Maine Medical Use of Marijuana Program Rule  
<https://www.mainelegislature.org/legis/statutes/22/title22ch558-Csec0.html>
- o Industrial hemp 7 M.R.S. Section 2231  
<https://legislature.maine.gov/statutes/7/title7sec2231.html>

- o Marijuana Manufacturing: 18-691 C.M.R. ch. 4 - Marijuana Manufacturing Facilities  
<https://www.maine.gov/dafs/omp/medical-use/rules-statutes/18-691-C.M.R.-ch.-4>
- o Adult use statute: <https://www.maine.gov/dafs/omp/adult-use/rules-statutes/18-691-C.M.R.-ch.-1>

#### Executive Summary:

At the May Policy Committee meeting, staff were directed to further define changes in marijuana land use criteria and bring that information back to the Policy Committee prior to referral to the City Council and Planning Board for a public hearing. Staff addressed changes in state statute related to marijuana, highlighted changes needed in the Biddeford Land Development Regulations, and have reached out to business park neighbors to inform them of impending updates (for City Council, October 6; abutters include everyone within the Industrial districts and those within 300 feet of the zone line). Staff further addressed the issue of odor, an issue experienced in at least two facilities within our business parks. These changes were presented to the Biddeford Policy Committee on September 17. The proposed changes were approved and forwarded to City Council for referral to Planning Board.

We recommend that the proposed amendments to marijuana land use definitions and use restrictions below be considered:

#### *Draft Changes to Marijuana Land Use-8/25/20*

##### 1. Changes to Definitions:

- a. **Replace Medical Marijuana Dispensary with:** “Caregiver retail store” means a store that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer, and that is used by a registered caregiver to offer marijuana plants or harvested marijuana for sale to qualifying patients.
- b. **Change the definitions Medical Marijuana and Medical Marijuana Caregiver, and by adding to the end of the last sentence:** “, consistent with Maine State Statute”.
- c. **Eliminate Medical Marijuana Home Production definition,** eliminating it as an accessory use.<sup>1</sup>
- d. Cultivation or cultivate means the planting, propagation, growing, harvesting, drying, curing, grading, trimming or other processing of marijuana. "Cultivation" or "cultivate" does not include manufacturing, testing or marijuana extraction.<sup>2</sup>
- e. Cultivation facility means a facility licensed under Maine Statute<sup>3</sup> to purchase marijuana plants and seeds from other cultivation facilities; to cultivate, prepare and package adult use marijuana; to sell

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<sup>1</sup> This definition is tied to caregiver status. In state statute, caregivers are allowed to grow up to 30 mature plants and 60 immature plants. Additionally, caregivers with under 6 patients are exempt from department rules; the number of patients above that would seem to be a business inappropriate for residential purposes.

<sup>2</sup> It is the intent to permit caregiver retail stores in the (I1, I2, and I3). No other marijuana stores are permitted.

<sup>3</sup> Title 28-B: ADULT USE MARIJUANA; Chapter 1: MARIJUANA LEGALIZATION ACT; Subchapter 1: GENERAL PROVISIONS

adult use marijuana to products manufacturing facilities, to marijuana stores and to other cultivation facilities; and to sell marijuana plants and seeds to other cultivation facilities, and immature marijuana plants and seedlings to marijuana stores.

- f. Replace Medical Marijuana Growing Facility with: "Manufacturing" or "manufacture" means the production, blending, infusing, compounding or other preparation of marijuana and marijuana products, including, but not limited to, marijuana extraction or preparation by means of chemical synthesis. "Manufacturing" or "manufacture" does not include cultivation or testing.
  - g. Change the definition for Marijuana: "Marijuana" means the leaves, stems, flowers and seeds of a marijuana plant, whether growing or not. "Marijuana" includes marijuana concentrate but does not include hemp as defined by Maine Statute<sup>4</sup>.
  - h. **Replace Medical Marijuana Land Uses with:** "Marijuana establishment" means a cultivation facility, a products manufacturing facility, a testing facility or a caregiver retail store licensed under Maine State Statute. Under this definition, adult use retail stores are prohibited in the City of Biddeford.
  - i. Add: "Marijuana testing facility" means an entity licensed by the Maine Office of Marijuana and certified to test medical use marijuana, including concentrates and products containing marijuana, for research and development purposes and to analyze contaminants in, and the potency and cannabinoid profile of, marijuana samples and products containing marijuana cultivated in accordance with Maine Statute<sup>5</sup>
2. In Table A, Table of Land Uses, make the following changes:
    - a. Change Medical Marijuana Dispensaries to "Caregiver Retail Store"; continue to permit as a conditional use in the I3 zone, add as a conditional use in the I2 and I3 zones<sup>6</sup>.
    - b. Change Medical Marijuana Growing Facilities to "Marijuana Establishment"; continue to permit as a conditional use in the I2 and I3 zones, add to the I1 zone.
    - c. Add Marijuana Testing Facility to Table A, and permit as a conditional use in the I1, I2, I3 zones.
  3. Amend the performance standards, Section 77, Medical Marijuana, by replacing F and addressing odor concerns. Rename to "Marijuana Establishment" and add the following:

(1) All marijuana cultivation, testing, and manufacturing shall be conducted indoors. Said uses are not permitted to conduct outdoor sales or services of any kind. Any common areas, including, but not limited to storage areas and building facilities, shared with another marijuana establishment and/or medical marijuana establishment must be clearly identified as such on the site plan or conditional use application.

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<sup>4</sup> in Title 7, section 2231, subsection 1-A, paragraph D or a marijuana product.

<sup>5</sup> 22 MRS, chapter 558-C.

<sup>6</sup> We can make this addition associated with a cultivation or manufacturing facility.

(2) Odor management. For all Marijuana Land Uses, the odor of marijuana must not be detected offsite, i.e., must not be detected at premises that are not under the custody or control of the establishment. To prevent and control marijuana odors, an odor control plan shall be submitted as part of the site plan application describing the odor(s) originating or anticipated to originate at the premises and the control technologies to be used to prevent such odor(s) from leaving the premises. The odor control plan shall, at a minimum, include the following: (a) A facility floor plan that identifies the locations of all odor-emitting activities and sources. The plan shall also identify the location of doors, windows, vents, HVAC systems, odor control systems and other relevant information. (b) A list of specific odor-emitting activities and sources, and a description of the processes that will take place at the facility, including, but not limited to, vegetative flowering, processing and storage. (c) For each odor-emitting activity or source, a description of the administrative procedures as well as the engineering processes, technologies, and equipment the facility will use.

(i) Administrative controls shall include, at a minimum: management practices to isolate odor activities and sources, use of standard operating procedures, employee training, regular equipment inspections and maintenance of inspection logs.

(ii) Engineering controls shall include, at a minimum, building design features; use of equipment and technology to address each specific odor-emitting activity or source; a systems and equipment maintenance and replacement schedule; and evidence that proposed equipment and technology are sufficiently capable and appropriately sized consistent with marijuana industry best practices for control technologies designed to effectively mitigate odors.

Marijuana land uses must implement appropriate ventilation and filtration systems to satisfy the odor standard contained herein. While the City does not mandate any particular equipment specifications with regard to filtration, all marijuana establishments and medical marijuana establishments are strongly encouraged to adopt best management practices with regard to implementing state-of-the-art technologies in mitigating marijuana odor, such as air scrubbers and charcoal filtration systems.

(3) Noxious gases and fumes. Marijuana Cultivating, testing, and processing facilities, in accordance with this ordinance shall include appropriate ventilation systems to mitigate noxious gases or other fumes used or created as part of the production. Gases or fumes shall not extend beyond any boundary line.

(4) Sufficient measures and means of preventing smoke, debris, dust, fluids and other substances from exiting a marijuana land use must be provided at all times.

(5) All marijuana land use facilities shall have in place an operational plan for proper disposal of marijuana and related byproducts in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations. Dumpsters and trash containers must not be overflowing, and the surrounding area kept free of litter and trash. All dumpsters and containers are to be screened from public view. All trash receptacles on

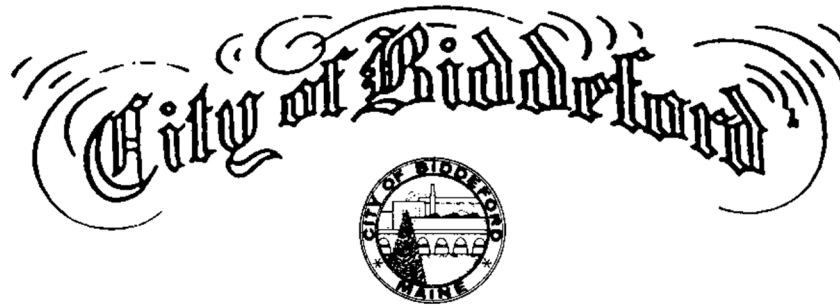
the premises used to discard adult use marijuana products must have a metal cover or lid that is locked at all times when the receptacle is unattended and security cameras must be installed to record activities in the area of such trash receptacles.

Funding Source:

N/A

Staff Recommendation:

Staff recommends referral to the Planning Board.

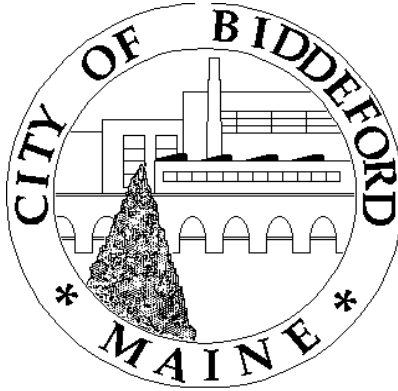


**2020.91**

**IN BOARD OF CITY COUNCIL..OCTOBER 6, 2020**

**BE IT ORDERED,** that the City Council of the City of Biddeford does hereby approve a “blanket letter of approval” for the renewals of State Beano/Bingo applications and State Game of Chance applications for all applicable local organizations, to cover the calendar year of 2021.

NOTE: This Blanket Letter of Approval eliminates the need to obtain Councilors’ signatures each time an application is filed with the City Clerk. However, the City Council still needs to consider and approve each application.



October 2020

Dept. of Public Safety, Gaming & Weapons Section  
164 State House Station  
Augusta, ME 04333-0164

*To Whom It May Concern:*

*The Municipal Officers of the City of Biddeford, at their Council meeting of October 6, 2020 granted a "blanket letter of approval" for any and all renewals of Beano/Bingo applications and Game of Chance applications for all applicable organizations in Biddeford. This "blanket letter of approval" will cover the calendar year of 2021.*

*Municipal Officers  
City of Biddeford*

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

\_\_\_\_\_

ATTEST BY: \_\_\_\_\_

CARMEN J. MORRIS, CITY CLERK







## City Council

---

**Meeting Date:** October 6, 2020

**Meeting Time:** 6:00 PM

**Agenda Item No:** 2020.92

**Item Description:** Authorize/Disposal of Portion of Acorn Street

**Submitted by:** James A. Bennett, City Manager

**Supporting Information/Documentation:**

August 12, 2020 email from Mr. Menard

Property map identifying location; area in question outlined in yellow

**Key Terms:**

Paper Street describes a right-of-way that is laid out as a potential public road within the community but has not been built or used as a public road. The land is owned by the City.

**Executive Summary:**

Mr. Shawn Menard has inquired to see if the City would dispose of a portion of Acorn St that is laid out as a public way but is not currently used as a road. All department heads with queried regarding their opinion on whether the land in question would be needed at some point in the future. None answering in the affirmative, the item now appears to see if the Council would like to proceed with the land and if so, what process it would like to use.

**Detailed Review:**

The Council has a couple of decisions to make with this item. Sequentially, the first decision is to decide if the City would like to dispose of the property in question. As noted above, no member of the management team felt that there was a business need to keep the property.

If the Council decides to dispose of the land, the next decision is to decide the process to dispose of the land. The City could put the land up for sealed bid, transfer the property to the person requesting, or some other process.

The final decision that needs to decide if there would be a charge for the property. If yes, how would that charge to determined.

Finally, if the Council decides to transfer the property, all costs associated with the transfer should be required to be paid by the person(s) receiving the land. This costs could include legal, survey and other costs.

**Funding Source:**

N/A

**Staff Recommendation:**

There is no staff recommendation on the issue. I would suggest however, that the Council consider taking separate votes on the decisions outline above in the sequential order to most efficiently consider the item.

## Bennett, James

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**From:** Eddy, Mathew  
**Sent:** Wednesday, August 12, 2020 8:54 AM  
**To:** Bennett, James  
**Subject:** FW: 44 Acorn Street

I have been talking with the Menards and received the request below from them to Mr. McCurry. I am not sure what the appropriate process is, but thought this would get it started.

**From:** Cindy Menard <cindy.menard12374@me.com>  
**Sent:** Wednesday, August 12, 2020 8:09 AM  
**To:** Eddy, Mathew <Mathew.Eddy@Biddefordmaine.org>  
**Subject:** 44 Acorn Street

Dear John McCurry

I live at 44 Acorn St and my name is Shawn Menard and I would like to see if the city land that divides me and my neighbor to be relinquished to both of us so that we can manage the property ourselves. it is only a paper road that could have been a through street to Vine St, but all it has become is a run off of sand that is constantly going into pike street and creating a major hazard for cars and children on bikes and skate boards. Around the corner I've seen many accidents do to this and also on our end of the property it has become a jungle of overgrown weeds and trees. We both would be able to gain property for our houses and I feel we will be able to take care of it better if we owned the extra





































land. I've included pictures of the property and if you have any questions feel free to call me at 2072292374

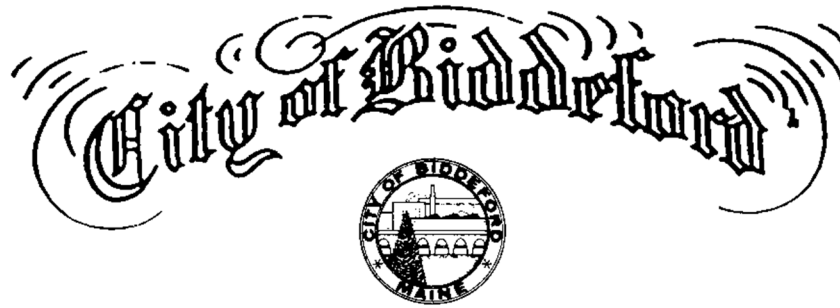
Thank for the consideration.

Shawn Menard

Sent from my iPhone



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 the map. Map powered by Esri



**2020.93**

**IN BOARD OF CITY COUNCIL..OCTOBER 6, 2020**

**BE IT ORDERED,** that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into an agreement with Sportsfield Specialties in the amount of [specify amount] associated with the Option [I, II, or III] for foul ball containment at St. Louis Field II.

Funding for this project shall be through account number 22002-60912, St Louis Field Improvements.



*Excellence from Design to Installation*

Bill-to Address:  
**City of Biddeford**  
 Accounts Payable  
 Biddeford ME 04005  
 USA

## SALES QUOTATION

| Document Number | Document Date   | Page       |
|-----------------|-----------------|------------|
| <b>43450</b>    | <b>09/02/20</b> | <b>1/3</b> |

Customer No.  
**C04828**

Customer Reference No.  
**St. Louis Field #2 - 40'H Option w/ Canopy**

Sales Contact  
**Daniel Devantier**  
 Direct: 607-746-1440  
 Cell: 607-437-7301  
 ddevantier@sportsfield.com

Ship-to Address:  
**St. Louis Field**  
 284 Hill Street  
 Biddeford ME 04005  
 USA

| Item                                                                                                                                                                                                                                                                                                                                                                                                                        | Quantity | UoM         | Price            | Total            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|------------------|------------------|
| <b>TNPPUC</b>                                                                                                                                                                                                                                                                                                                                                                                                               | <b>1</b> | <b>Each</b> | <b>42,000.00</b> | <b>42,000.00</b> |
| Custom Pole to Pole Tension Netting System, Includes Powder Coated Black Steel Poles with Welded Tabs, Cabling, Hardware Per Drawings and Specifications and Black Ultra Cross Knotless Dyneema® Netting with 1-3/4" Square Mesh and a Rope Bound Perimeter                                                                                                                                                                 |          |             |                  |                  |
| <b>Remarks:</b> Field #2 Baseball Backstop: 40'H x 130'L With Canopy; Includes 40'H x 90'L Extension Down 1st Baseline. Includes 3'H Coated Black Chain Link Fencing With A Top & Bottom Rail.                                                                                                                                                                                                                              |          |             |                  |                  |
| Backstop Includes (2) 45'L & (2) 40'L Poles, Each With A 5' Embedment, 12.750" Outside Diameter, Extension Includes (2) 45'L Poles, Each With a 5' Embedment 10.750" Outside Diameter. Included Professional Engineered Stamped Foundation Designs - Price Is Contingent Upon Stampability of System, And Any Changes In Required Pole Size Needed To Achieve Desired Height With Stamp Will Be Evaluated Via Change Order. |          |             |                  |                  |
| <b>PESTNPP</b>                                                                                                                                                                                                                                                                                                                                                                                                              | <b>1</b> | <b>Each</b> | <b>1,625.00</b>  | <b>1,625.00</b>  |
| Stamped and Sealed Drawings and Calculations by a Licensed Professional Engineer for Pole to Pole Tension Style Ground Sleeve Insert or Direct Pole Embedment Ball Safety Netting Systems, Structural Design Details for Pole and Concrete Anchoring Foundation, Based on Local Building Codes and Soil Conditions, Customer to Provide Required Soils Report Information                                                   |          |             |                  |                  |
| <b>INSTALL</b>                                                                                                                                                                                                                                                                                                                                                                                                              | <b>1</b> | <b>Each</b> | <b>60,000.00</b> | <b>60,000.00</b> |

Installation service(s) per remarks.

**Remarks:** Installation Consists of (6) 10.750" O.D. Poles, Hardware, & Netting.

Includes Setting Foundations, Assembly, and Installation of 3'H Black Chain Link Fence with Top and Bottom Rail.

- One Mobilization, Netting Will Be Shipped With Poles And Sleeves
- Appropriate Soil Conditions. No Allowance For Rock Drilling or Shoring
- Utility Lines, Public and Private, Must Be Marked By End User Prior To Work Beginning
- Excavation Areas Are Clearly Accessible With Drill Rig
- Spoil Dirt Can Be Dumped On Site

**Please be aware that due to our limited storage capacity, we do not have much flexibility to extend ship dates for certain products. Please let us know immediately if you need to adjust your shipment date.**

Carry Over: **103,625.00**

Printed By: devantie

Printed On:  
 9/10/2020 12:33:47PM

**Remit To:**  
 PO Box 231  
 Delhi, NY 13753

**Billing Questions:**  
 Phone: 607-746-8911  
 Email: Billing@Sportsfield.com

Document Number  
**43450**

Document Date  
**09/02/20**

Page  
**2/3**

Carry Over: **103,625.00**

| Item | Quantity | UoM | Price | Total |
|------|----------|-----|-------|-------|
|------|----------|-----|-------|-------|

**DISCLAIMER:** Sportsfield Specialties, Inc. protective netting systems are designed and intended as a complete netting system. In the event your facility replaces an existing system, relies on existing structural elements, or purchases an extension to an existing protective netting system, Sportsfield Specialties, Inc. does not make any representations or warranty relating to the overall design of the combined facility and/or the connection points to and the cables that are part of the existing netting system. Owner's decision to proceed with an extension in lieu of a complete new netting system will be at Owner's sole risk and without liability to Sportsfield Specialties, Inc. and Owner shall indemnify and hold harmless Sportsfield Specialties, Inc. from all claims, damages, losses and expenses arising out of or resulting therefrom.

- Systems utilizing Dyneema rope should be expected to sag/stretch after initial installation. SSI strongly recommends that the client prepare for a re-tensioning trip in the weeks/months after initial installation, but this has been excluded from our proposal unless directed otherwise.
- Proposal assumes connection locations will be identified prior to Installer arriving on-site.
- Assumes all cable connections shown are feasible per design using typical termination practices including welded tabs, thimbles and fist grips.
- Sportsfield Specialties cannot be held liable if concrete cracks while installing eyelets or poles at the concrete wall or dugout.
- Final tension and deflection in the netting shall be determined, accepted and maintained by the Owner.
- Verification of loads on any existing structural elements shall be by others.
- If foundations are required, public and private utilities must be marked by end user prior to our arrival. Sportsfield Specialties cannot be held liable for any damages resulting from unmarked utilities.
- Proposal assumes appropriate digging conditions and does not include shoring or rock drilling.
- End user to designate on site location for dumping spoils.

- Pricing does not include tax.
- Proposal assumes equipment (lifts, utility vehicles, etc.) can access warning track and/or construction area without field protection.
- Excludes permits, bonds, inspections and any associated costs.
- The costs associated with union/prevaling wages are not included unless otherwise stated. Any prevailing wage schedules or certified payroll requirements must be explicitly outlined prior to bid and/or contract execution to ensure wage compliance.
- Includes equipment rental as required.
- The installation of athletic equipment includes an estimated number of mobilizations to ensure favorable cost management and utilizes the most efficient scheduling practices. Therefore, it is the responsibility of the Contractor or Owner's Representative to mitigate unsuccessful mobilizations. If additional mobilizations are necessary, there will be an additional charge subject to travel time, mileage, lodging and other associated expenses.
- At the completion of the project, Sportsfield Specialties and/or the Installer will schedule a walk-through with the Contractor/Owner's Representative to address any issues/concerns before leaving the job site. If the Contractor/Owner's Representative is not available for a walk-through, or non-warranty issues are discovered after the Installer leaves the job site, additional remobilization charges to address the punch list may apply.

**DISCLAIMER:** Due to the ongoing increase of steel and aluminum raw material pricing caused by increased demand, coupled with market instability and uncertainty due to the implementation of international trade tariffs, Sportsfield Specialties, Inc. will no longer be able to guarantee current product pricing after this quotation has expired in sixty (60) days. To avoid a potential product price increase, customers will need to provide Sportsfield Specialties, Inc. with a fully executed purchase order or letter of intent before this quotation expires to guarantee this product pricing. Sportsfield Specialties, Inc. reserves the right to requote product pricing as necessary based on current steel and aluminum raw material pricing once this quotation has expired in sixty (60) days.

**Payment Term** Prepaid

**Freight** Shipping Type:

| Description        | Amount   |
|--------------------|----------|
| Freight(D4) Flatbd | 1,485.00 |
| Freight(D4) NC     | 150.00   |

Quotation Subtotal: **\$ 103,625.00**

Freight: **\$1,635.00**

Tax: **\$0.00**

**Total Amount: \$ 105,260.00**

Quotation Valid Until: 10/02/20

Quote Created By: Lauren Iwanow

Printed By: devantie

Printed On:  
9/10/2020 12:33:47PM

**Remit To:**  
PO Box 231  
Delhi, NY 13753

**Billing Questions:**  
Phone: 607-746-8911  
Email: Billing@Sportsfield.com

1. Customer is responsible for material take-off, quantities and specification compliance and/or equivalency of quoted products.
2. All prices listed are in US Dollars
3. Delivery is 2-8 Weeks after receipt of purchase order, credit approval, and acceptance of color, material(s) and design.
4. All freight is FOB Origin. **Freight rates are estimates provided at the time of quotation and the actual freight charges may be adjusted and will be invoiced at the time of product shipment.** The actual freight rates may differ from the estimates as a result of variable factors, such as the change in product quantity and/or material order, state of the national economy, fuel costs, capacity and/or rate levels at the time of shipment. Split orders will require additional freight charges. Freight quoted does not include additional equipment to unload or unloading services, assembly or installation.
5. Applicable State and Local Sales Tax will be added to the final invoice unless a tax exempt or Resale Certificate is provided prior to order shipment.
6. Wire transfers, prepayment by check and established credit terms are accepted payment methods. Accepted credit cards are VISA, Mastercard and American Express.
7. Pricing assumes any electrical connections and wiring are supplied by others unless otherwise indicated.
8. Customer is responsible for approval and associated cost of any applicable local and state codes.
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9/10/2020 12:33:47PM

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*Excellence from Design to Installation*

Bill-to Address:  
**City of Biddeford**  
 Accounts Payable  
 Biddeford ME 04005  
 USA

## SALES QUOTATION

| Document Number | Document Date   | Page       |
|-----------------|-----------------|------------|
| <b>42778</b>    | <b>08/11/20</b> | <b>1/3</b> |

Customer No.  
**C04828**

Customer Reference No.  
**St. Louis Field #2 - 50'H Option**

Sales Contact  
**Daniel Devantier**  
 Direct: 607-746-1440  
 Cell: 607-437-7301  
 ddevantier@sportsfield.com

Ship-to Address:  
**St. Louis Field**  
 284 Hill Street  
 Biddeford ME 04005  
 USA

| Item                                                                                                                                                                                                                                                                                                                                                                                                                                              | Quantity | UoM         | Price            | Total            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|------------------|------------------|
| <b>TNPPUC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>1</b> | <b>Each</b> | <b>60,750.00</b> | <b>60,750.00</b> |
| Custom Pole to Pole Tension Netting System, Includes Powder Coated Black Steel Poles with Welded Tabs, Cabling, Hardware Per Drawings and Specifications and Black Ultra Cross Knotless Dyneema® Netting with 1-3/4" Square Mesh and a Rope Bound Perimeter                                                                                                                                                                                       |          |             |                  |                  |
| <b>Remarks:</b> Field #2 Baseball Backstop: 50'H x 220'L, (6) 56'L Spliced Poles, Each With A 6' Embedment, 12.750" Outside Diameter, Includes 3'H Coated Black Chain Link Fencing With A Top & Bottom Rail. Included Professional Engineered Stamped Foundation Designs - Price Is Contingent Upon Stampability of System, And Any Changes In Required Pole Size Needed To Achieve Disired Height With Stamp Will Be Evaluated Via Change Order. |          |             |                  |                  |
| <b>PESTNPP</b>                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>1</b> | <b>Each</b> | <b>1,625.00</b>  | <b>1,625.00</b>  |
| Stamped and Sealed Drawings and Calculations by a Licensed Professional Engineer for Pole to Pole Tension Style Ground Sleeve Insert or Direct Pole Embedment Ball Safety Netting Systems, Structural Design Details for Pole and Concrete Anchoring Foundation, Based on Local Building Codes and Soil Conditions, Customer to Provide Required Soils Report Information                                                                         |          |             |                  |                  |
| <b>INSTALL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>1</b> | <b>Each</b> | <b>68,750.00</b> | <b>68,750.00</b> |
| Installation service(s) per remarks.                                                                                                                                                                                                                                                                                                                                                                                                              |          |             |                  |                  |
| <b>Remarks:</b> Installation Consists of (6) 12.750" O.D. Poles, Hardware, & Netting.                                                                                                                                                                                                                                                                                                                                                             |          |             |                  |                  |
| Includes Setting Foundations, Assembly, and Installation of 3'H Black Chain Link Fence with Top and Bottom Rail.                                                                                                                                                                                                                                                                                                                                  |          |             |                  |                  |
| <ul style="list-style-type: none"> <li>- One Mobilization, Netting Will Be Shipped With Poles And Sleeves</li> <li>- Appropriate Soil Conditions. No Allowance For Rock Drilling or Shoring</li> <li>- Utility Lines, Public and Private, Must Be Marked By End User Prior To Work Beginning</li> <li>- Excavation Areas Are Clearly Accessible With Drill Rig</li> <li>- Spoil Dirt Can Be Dumped On Site</li> </ul>                             |          |             |                  |                  |

Carry Over: **131,125.00**

Printed By: devantie  
 Printed On:  
 9/10/2020 12:24:25PM

**Remit To:**  
 PO Box 231  
 Delhi, NY 13753

**Billing Questions:**  
 Phone: 607-746-8911  
 Email: Billing@Sportsfield.com

Document Number  
**42778**

Document Date  
**08/11/20**

Page  
**2/3**

Carry Over: **131,125.00**

| Item | Quantity | UoM | Price | Total |
|------|----------|-----|-------|-------|
|------|----------|-----|-------|-------|

**DISCLAIMER:** Sportsfield Specialties, Inc. protective netting systems are designed and intended as a complete netting system. In the event your facility replaces an existing system, relies on existing structural elements, or purchases an extension to an existing protective netting system, Sportsfield Specialties, Inc. does not make any representations or warranty relating to the overall design of the combined facility and/or the connection points to and the cables that are part of the existing netting system. Owner's decision to proceed with an extension in lieu of a complete new netting system will be at Owner's sole risk and without liability to Sportsfield Specialties, Inc. and Owner shall indemnify and hold harmless Sportsfield Specialties, Inc. from all claims, damages, losses and expenses arising out of or resulting therefrom.

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- Pricing does not include tax.
- Proposal assumes equipment (lifts, utility vehicles, etc.) can access warning track and/or construction area without field protection.
- Excludes permits, bonds, inspections and any associated costs.
- The costs associated with union/prevaling wages are not included unless otherwise stated. Any prevailing wage schedules or certified payroll requirements must be explicitly outlined prior to bid and/or contract execution to ensure wage compliance.
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|                     |  |                               |                      |                      |
|---------------------|--|-------------------------------|----------------------|----------------------|
| <b>Payment Term</b> |  | Prepaid                       | Quotation Subtotal:  | <b>\$ 131,125.00</b> |
| <b>Freight</b>      |  | Shipping Type: <b>Bestway</b> | Freight:             | <b>\$1,635.00</b>    |
| <b>Description</b>  |  | <b>Amount</b>                 | Tax:                 | <b>\$0.00</b>        |
| Freight(D4) Flatbd  |  | 1,485.00                      | <b>Total Amount:</b> |                      |
| Freight(D4) NC      |  | 150.00                        | <b>\$ 132,760.00</b> |                      |

Quotation Valid Until: 10/10/20

Quote Created By: Lauren Iwanow

Printed By: devantie

Printed On:  
9/10/2020 12:24:25PM

**Remit To:**  
PO Box 231  
Delhi, NY 13753

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Phone: 607-746-8911  
Email: Billing@Sportsfield.com

Document Number  
**42778**

Document Date  
**08/11/20**

Page  
**3/3**

1. Customer is responsible for material take-off, quantities and specification compliance and/or equivalency of quoted products.
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3. Delivery is 2-8 Weeks after receipt of purchase order, credit approval, and acceptance of color, material(s) and design.
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9/10/2020 12:24:25 PM

**Remit To:**  
PO Box 231  
Delhi, NY 13753

**Billing Questions:**  
Phone: 607-746-8911  
Email: Billing@Sportsfield.com

















## City Council

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Meeting Date: October 6, 2020  
Meeting Time: 6:00 PM  
Agenda Item No: Orders of Day  
Item Description: Collection System Evaluation  
Submitted by: Jeff Demers, Director Waste Water/Public Works  
Alex Buechner, Waste Water Superintendent, Tom Milligan, PE; City Engineer

### Supporting Information/Documentation:

9-29-2020 Agreement between City and Wright-Pierce proposal.

### Executive Summary:

Conduct field investigations including SSES (Sewer System Evaluation Study) work for all CSO (Combined Sewer Overflow) locations and the modeling of the entire sewer collection system over the next two years to support an update to the City's CSO Master Plan.  
Flow monitoring will continue throughout the collection system where needed.

### Detailed Review:

City staff has asked Wright-Pierce to quote the following work: Field investigations including SSES work for all CSO districts and modeling of the entire sewer collection system over the next two years to support an update to the City's CSO Master Plan.

The effort included in this scope of services will allow the City to answer the following four questions:

1. What streets would have to be abated in each CSO district area to control a 1-year, 24- hour storm (2.62 inches). How much would this cost (with detailed cost estimates included for each abatement project identified)?
2. What additional streets, beyond those identified under item 1, would have to be abated in each CSO district area to control a 2-year, 24-hour storm (3.24 inches)? How much would this cost (with detailed cost estimates included for each abatement project identified)?
3. What additional streets, beyond those Identified under items 1 and 2, would have to be abated in each CSO district area to control a 5-year, 24-hour storm (4.26 inches)? How much would this cost (with detailed cost estimates included for each abatement project identified)?
4. Is there some combination of street separation and storage that achieves the three levels of control for a lower cost than full separation alone? Please include detailed cost estimates for each approach identified.

#### 1. Funding Source:

The total amount not to exceed \$340,200 to be paid from Account CSO Fund 417 (31456-60300) with an estimated balance of \$840,500

### Staff Recommendation:

Staff is recommending that we continue our CSO Master Plan going forward with Wright-Pierce. They have been a great partner in prior planning and have good understanding of our collection system overall, as they have been involved with us for the past 15+ years.

**AGREEMENT BETWEEN**  
**CITY OF BIDDEFORD**  
**AND**  
**WRIGHT-PIERCE**  
**FOR**  
**COLLECTION SYSTEM EVALUATION**

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EXHIBIT A – SCHEDULE OF TERMS AND CONDITIONS

|                 |       |       |       |
|-----------------|-------|-------|-------|
| Amendment No. 1 | _____ | dated | _____ |
| Amendment No. 2 | _____ | dated | _____ |
| Amendment No. 3 | _____ | dated | _____ |
| Amendment No. 4 | _____ | dated | _____ |

**AGREEMENT BETWEEN**  
**CITY OF BIDDEFORD**  
**AND**  
**WRIGHT-PIERCE**  
**FOR**  
**COLLECTION SYSTEM EVALUATION**

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2020 between CITY OF BIDDEFORD ("CLIENT") and Wright-Pierce ("ENGINEER"). CLIENT intends to engage the ENGINEER to provide the City with engineering services for the Infiltration/Inflow Analysis and Sewer System Evaluation to support an Update to the City's CSO Master Plan as required by the Maine DEP (the "Project").

CLIENT and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by CLIENT as set forth in Section 2 below. Execution of this Agreement by ENGINEER and CLIENT constitutes CLIENT's written authorization to ENGINEER to proceed on the date first above written with the Services described in Section 1 below. This Agreement will become effective on the date first above written.

**SECTION 1 - SCOPE OF SERVICES**

The CLIENT has requested the ENGINEER to develop a Scope of Services to address recent Maine DEP requirements to conduct field investigations including SSES work for all CSO districts, flow monitoring throughout the collection system, and modeling of the entire sewer collection system over the next two years to support an update to the City's CSO Master Plan. The effort included in this scope of services will allow the City to answer the following four questions:

1. What streets would have to be abated in each CSO district area to control a 1-year, 24-hour storm (2.62 inches)? How much would this cost (with detailed cost estimates included for each abatement project identified)?
2. What additional streets, above and beyond those identified under item 1, would have to be abated in each CSO district area to control a 2-year, 24-hour storm (3.24 inches)? How much would this cost (with detailed cost estimates included for each abatement project identified)?
3. What additional streets, above and beyond those identified under items 1 and 2, would have to be abated in each CSO district area to control a 5-year, 24-hour storm (4.26 inches)? How much would this cost (with detailed cost estimates included for each abatement project identified)?
4. Is there some combination of street separation and storage that achieves the three levels of control for a lower cost than full separation alone? Please include detailed cost estimates for each approach identified.



Based on the ENGINEER's understanding of the CLIENT's needs for the project, the ENGINEER proposes the Scope of Services:

## **I. Scope of Services**

### **Task 1 – Smoke Testing**

1. ENGINEER will perform approximately one month of smoke testing to cover approximately 300,000 linear feet of the CLIENT's collection system to identify direct inflow sources and to confirm the amount and location of combined catch basins. Prior to performing smoke testing, ENGINEER will notify residents and emergency response personnel of the pending smoke testing activities. The notification may include newspaper ads, announcements on public access television or CLIENT website, and doorknob hangers. ENGINEER will assist CLIENT in developing language for announcements on public access television and/or CLIENT website. ENGINEER will perform doorknob hanger notifications. ENGINEER will deploy a three-person crew to perform smoke testing using a gas-powered blower placed over centrally located manholes. Pressurized liquid smoke will then be released into the blower to fill the surrounding sewer system with non-toxic smoke vapor. ENGINEER will coordinate with police details with the City's police department. ENGINEER will subcontract with a traffic control subcontractor, as necessary.
2. ENGINEER will carry an allowance of \$20,000 for police details and/or traffic control required to perform the work.

### **Task 2 – Flow Metering**

1. ENGINEER will work with the CLIENT's flow metering contractor and City staff to prepare a flow monitoring plan that covers the collection system for the purpose of evaluating infiltration and inflow rates and to support InfoSWMM modeling tasks. CLIENT will coordinate the flow monitoring program to provide data in 15-minute intervals for a period of 12 weeks. ENGINEER will review metering data, on a monthly basis, or after large rain events approaching or exceeding a 1-year, 24-hour rain event, throughout the program to confirm appropriate storm events have been captured during the metering period. If it is determined that appropriate storm events (target is two storms approaching or exceeding 2.62 inches in 24-hours), CLIENT will extend metering period to capture appropriate storms.
2. ENGINEER will provide one representative to be present during flow meter site scouting prior to flow meter installation.

### **Task 3 – Data Analysis, Recommendations, Memorandum**

1. ENGINEER will review and summarize collected flow meter data after the flow metering task is completed, and summarize smoke testing activities and results, along with applicable photos, within a summary technical memorandum of findings.

### **Task 4 – InfoSWMM Model Buildout**

1. ENGINEER will extend/buildout the CLIENT's existing InfoSWMM model into all areas with known combined sewers and CSOs. It is generally assumed that all pipes over 18-inches in

diameter will be included in the model. The existing InfoSWMM model generally covers portions of the City located upstream of Horrigan's Court Pump Station and upstream of Elm Street CSO. It also includes the major interceptor along Main Street and Water Street leading to the WWTF. The model expansion will target areas within the Alfred Street drainage area, as well as the area upstream of CSOs 13 and 14 that are not currently included in the model. The goal of this expansion is to be able to help the CLIENT answer the Maine DEP's questions pertaining to sewer separation.

2. ENGINEER will calibrate the InfoSWMM model using collected meter data from an estimated 14 meter sites.
3. ENGINEER will perform model runs to evaluate alternatives aimed to satisfy the Maine DEP's requirements for CSO Abatement.
4. ENGINEER will prepare a summary memorandum of the results of the InfoSWMM Memorandum.

### **Task 5 – Comprehensive Report**

1. ENGINEER will prepare a comprehensive report summarizing the work completed and recommendations for system improvements, including budgetary opinions of probable construction costs for each alternative, for submission and review by the Maine DEP.

### **Task 6 – DEP Coordination, Meetings, Report Revisions**

1. ENGINEER will meet with the CLIENT and the Maine DEP to discuss the report and the findings of the evaluation.
2. ENGINEER will update the report based on comments received by the CLIENT and the Maine DEP and submit final report to the Maine DEP.

### **Task 7 – Additional Sewer Survey**

1. If identified during the course of the buildout of the InfoSWMM model, ENGINEER will provide a two-person crew to obtain manhole locations, rim and invert elevations, and pipe size survey data for use in the model. This task will be provided at a daily rate (total budget not included in this agreement) and would include a survey-grade GPS rental for obtaining accurate rim elevations.

## **II. Additional Services.**

During ENGINEER's work on the project, it may become apparent to either CLIENT or ENGINEER that Additional Services not included in the basic Scope of Services are desired. ENGINEER will undertake to provide such Additional Services upon CLIENT's written authorization.

## **SECTION 2 - COMPENSATION**

### **I. Payments to ENGINEER**

ENGINEER's fee for the services outlined in the **SCOPE OF SERVICES** section of this Agreement is as follows:

For Tasks 1 through 6, a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0 and charges for Consultants' services times a factor of 1.10. Total compensation for these Scope Items is \$340,200 as summarized in the table below.

| <b>Task ID</b> | <b>Task Description</b>                                                    | <b>Total Cost</b> |
|----------------|----------------------------------------------------------------------------|-------------------|
| 1              | Flow Monitoring Program                                                    | \$5,000           |
| 2              | Smoke Testing (Includes \$20,000 Traffic Control Allowance)                | \$185,600         |
| 3              | Data Analysis, Recommendations, Report (For Smoke Testing & Flow Metering) | \$22,000          |
| 4              | Extend and Update InfoSWMM Model                                           | \$99,400          |
| 5              | Overall Report for Review by Maine DEP                                     | \$20,000          |
| 6              | Meetings, DEP Coordination, Revisions                                      | \$8,200           |
|                | <b>Total</b>                                                               | <b>\$340,200</b>  |

For Task 7, a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0. Total compensation for this Scope Item is a fee of \$2,400 per day of field work.

The maximum total compensation for the Project shall not exceed the total compensation for the scope items above without written authorization from the CLIENT. If it becomes apparent to ENGINEER at any time that changes in Scope or other issues impact total compensation, ENGINEER will so notify CLIENT in writing. CLIENT and ENGINEER will then promptly meet to review the status of the Project and any potential adjustments to Scope and/or compensation. Any resulting adjustments to compensation need to be approved by written authorization.

For authorized Additional Services, ENGINEER will bill CLIENT a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0 and charges for Consultants' services times a factor of 1.10.

This Agreement (consisting of pages 1 to 6 plus Exhibit A) constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CLIENT:

ENGINEER:

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

\_\_\_\_\_  
  
By: Ryan T. Wingard, PE  
\_\_\_\_\_  
Title: Vice President  
\_\_\_\_\_  
Date: September 29, 2020  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
WRIGHT-PIERCE  
\_\_\_\_\_  
11 Bowdoin Mill Island, Suite 140  
\_\_\_\_\_  
Topsham, Maine 04086  
\_\_\_\_\_

**SCHEDULE OF TERMS AND CONDITIONS**  
**FOR**  
**AGREEMENT BETWEEN**  
**"CLIENT"**  
**AND**  
**“ENGINEER” (WRIGHT-PIERCE)**

**EXHIBIT A**  
**SCHEDULE OF TERMS AND CONDITIONS**  
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## **EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS (CLIENT IS OWNER)**

### **1.0 Standard of Care**

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### **2.0 Client's Responsibilities**

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

### **3.0 Reuse of Documents, Records**

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the

Project by CLIENT. Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

### **4.0 Third Party Information**

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

## **5.0 Estimates of Cost**

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

## **6.0 Allocation of Risks**

### **6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence**

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

### **6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence**

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorney' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

### **6.3. CLIENT shall Indemnify ENGINEER from Claims caused by Hazardous Waste**

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

### **6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

### **6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages**

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

### **6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis**

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

### **6.7. Florida Individual Liability Statute**

FOR PROJECTS PERFORMED IN THE STATE OF FLORIDA, PERUSANT TO FLORIDA STATUTE 558.0035, EMPLOYEES OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.



## **7.0 Insurance**

### **7.1. ENGINEER's Insurance**

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

### **7.2. CLIENT's Insurance and Contractor's Insurance**

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

### **7.3. Additional Insurance**

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

## **8.0 Subsurface Conditions**

### **8.1 Interpretations and Recommendations Based Solely on Information Available.**

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and

recommendations, but neither shall be responsible for the interpretation by others of the information developed.

### **8.2 Utilities**

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

## **9.0 Independent Contractors**

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

## **10.0 Compensation**

### **10.1. Direct Labor Costs**

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

### **10.2. Standard Billing Rates**

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

### **10.3. Reimbursable Expenses**

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

### **10.4. Invoices/Late Payment**

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

### **10.5. Professional Services Taxes**

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

#### **11.0 Controlling Law**

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

#### **12.0 Financial Advisor**

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

#### **13.0 Dispute Resolution**

The parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

#### **14.0 Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

#### **15.0 Precedence**

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

#### **16.0 Severability**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **17.0 Successors and Assigns**

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party

of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

#### **18.0 Survival**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

#### **19.0 Termination**

The obligation to provide further services under this Agreement may be terminated:

##### **19.1 For cause**

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

##### **19.2 By ENGINEER**

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

##### **19.3 For convenience**

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

##### **19.4 ENGINEER's Compensation**

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

#### **20.0 Equal Employment Opportunity**

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former

patient of a state institution except where based on a bona fide occupational qualification.

**Date:** September 23, 2020

**Subject:** Proposal for a Declaration of Climate Emergency Resolution for the City of Biddeford

**Prepared By:** Steve Reiter on behalf of the Biddeford Conservation Commission

We the City of Biddeford Conservation Commission accept the following:

- 1) That there is irrefutable and overwhelming scientific evidence that our planet is warming due to greenhouse gas emissions.
- 2) That the Gulf of Maine temperature is warming at a rate 99% faster than the temperature of the global oceans.
- 3) That the coastal zones within the city shall be threatened by an increasing sea level rise of 8 inches to 6.6 feet by the end of this century<sup>2</sup> and these estimates could be significantly greater.
- 4) That the probability of increasing frequency and severity of coastal storms is high due to rising sea level and temperatures.
- 5) That economic costs due to the local effects of climate change have been projected to be very significant and include:
  - Damage and replacement of infrastructure such as roads, bridges, public buildings, water and sewage facilities.
  - Relocation of private residences in coastal zones.
  - Loss of commercial properties in coastal zones.
  - Negative health effects due to longer, warmer seasons (Lyme Disease, Asthma, etc.)
  - Reduced fisheries including lobster, shrimp, clams, oysters, scallops, and groundfish due to warming waters, ocean acidification, and invasive species such as the Green Crab.
  - Loss of tourism
  - Loss of tax-based municipal revenue due to property lost to inundation from sea level rise.
- 6) That the effects of climate change will be irreversible within a short window of 7 – 15 years and that these effects will continue to worsen.

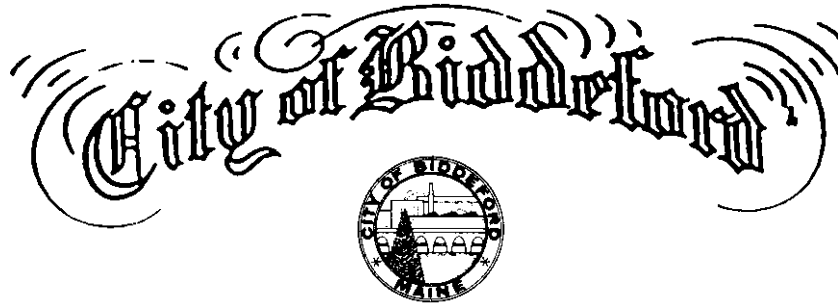
We therefore recommend that the City of Biddeford adopt a resolution declaring that our great city, due to its coastal proximity, publicly accepts that we have a climate emergency. Biddeford would join many other cities and towns within the United States to do so, including several in Maine, including Portland and South Portland. There are over 1,700 cities and towns across the globe that have declared Climate Emergencies. Nations, such as the United Kingdom, Canada and France have declared National Climate Emergencies.

Such a declaration should require that a plan be developed to:

- 1) Account for and publicly report our current climate risk and greenhouse gas footprint using a standardized methodology and reporting system.
- 2) Address development of new construction in shoreland zones where such construction is in high risk areas.
- 3) Develop an adaptation (infrastructure and policy changes to accommodate changes we are already experiencing) and mitigation (reduce emissions) strategy to incorporate findings in our building codes, zoning, transportation, city-wide systems, and other areas under the city's jurisdiction.
- 4) Provide a timeline to move towards carbon neutrality in public buildings and public transportation.
- 5) Collaborate with the state of Maine and surrounding towns to contribute to an efficient and effective regional plan that makes the best use of our collective resources. This may include a Climate Change Policy Coordinator as a shared resource with other coastal communities.
- 6) Work with educational institutions such as UNE to coordinate community educational outreach and engage other communities, schools, and non-profit organizations willing to participate.

References:

- 1) National Oceanic and Atmospheric Administration; <https://noaa.gov>
- 2) National Resource Council of Maine; "Global Warming and Climate Change", <https://nrcm.org>
- 3) Maine Climate Threats, States at Risk; <https://statesatrisk.org>
- 4) Union of Concerned Scientists; "Confronting Climate Change in the U.S. Northeast: Science, Impacts and Solutions", 2007 Report
- 5) Watery Heatwave Cooks the Gulf of Maine; <https://climate.nasa.gov/news/2798/watery-heatwave-cooks-the-gulf-of-maine>
- 6) Effects of Sea Level Rise in Maine: <https://www.nrcm.org/programs/climate/global-warming-air-pollution/sea-level-rise-Maine>



**2020.96**

**IN BOARD OF CITY COUNCIL..OCTOBER 6, 2020**

**BE IT ORDERED,** Notwithstanding current rules and procedures, the City Council adopts a pilot program to increase citizen engagement and participation in public hearings. Staff is directed to implement the program in time for the next public hearing. Said pilot program shall expire in nine months.



## City Council

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Meeting Date: October 6, 2020

Meeting Time: 6:00 PM

Agenda Item No: 2020.96

Item Description: Expanding Public Hearing Opportunities-Pilot Program

Submitted by: James A. Bennett, City Manager

Supporting Information/Documentation:

N/A

Key Terms:

Public Hearing: refers to the formal public hearings that the Council holds from time to time. These are usually required by law (state statute or the City Charter) and require a formal notification (legal advertising)

Public Comment: these are the opportunities that the City Council, through their rules, have extended the opportunity to make comment during Council meetings that are not otherwise mandated by some higher authority.

Executive Summary:

Staff is recommending that the City Council implement a pilot program (lasting nine months) to try to increase community engagement. The suggestion is that the public would be able to post a short video clip prior to a City Council meeting on any Public hearing item. The video clip would be required to meet all current requirements as if they were attending the actual meeting. Staff has worked on the technical issues to make the process happen easily with little to no cost.

Detailed Review:

The Council has encourage staff to find additional ways to increase citizen engagement. It shouldn't be a surprise that there is no single action that will achieve the desired outcome. Instead, there will be a series of changes over a period of time to move towards the overall vision of greater community engagement.

Biddeford is not alone in its journey. It is a challenge that nearly all communities are facing. We are not aware of any one community that has reached the finished line. Staff continues to look towards other success for examples to implement. In addition, we also continue to come up with our own ideas and suggestions to explore.

Not every idea could be successful. Hence, trying something for a short period of time as a pilot is a practical approach. This item is suggested to be a pilot program for nine months. If the program works, it could be converted into a permanent change at that time.

The change would allow a member of the public to record testimony for a public hearing anytime at their convenient prior to a meeting. The testimony would be required to meet all the current requirements, i.e. less than 3 minutes, on topic, appropriate language etc. A citizen would record their comments and use our website to upload the file. Staff would review it for compliance. If acceptable, it would be posted publicly. If unacceptable, staff would notify the person of the violation and encourage them to adjust their comments.

The City Council will have to decide if they would like them played during the meeting or simply be noted in the minutes of the testimony.

Funding Source:

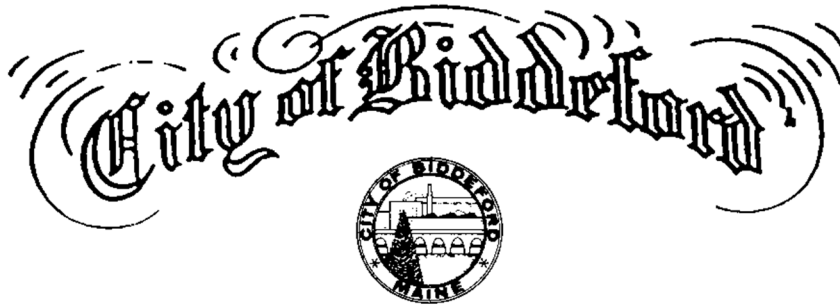
None

Staff Recommendation:

Staff is encouraged that this pilot program will move the citizen engagement process forward. We encourage the adoption of the pilot program.







2020.97

IN BOARD OF CITY COUNCIL...OCTOBER 6, 2020

**BE IT ORDERED**, that, the City Manager be and hereby is authorized to execute and deliver a tax-exempt lease purchase agreement with U.S. Bank in the name and on behalf of the City of Biddeford (the “Issuer”), for the purpose of financing a lease purchase of printer and photocopier equipment, service agreements specifically financed in connection with equipment, PaperCut software, year 1 licensing for Treeno software, and related costs of issuance, including financing with an aggregate purchase price not exceeding **One Hundred Seventy-Nine Thousand Seven Hundred Twenty Dollars and Zero Cents (\$179,720.00)**, through **July 2025**, with the first payment due in July of 2021 and otherwise in such form as the City Manager may approve; and that the appropriate officials of the Issuer be and hereby are authorized to execute and deliver on behalf of the Issuer such other documents and certificates as may be required in connection with such tax-exempt lease purchase agreement; and that no part of the proceeds of said tax-exempt lease purchase agreement shall be used, directly or indirectly, to acquire any securities or obligations, the acquisition of which would cause the tax-exempt lease purchase agreement to be a “private activity bond” or an “arbitrage bond” within the meaning of Sections 141 and 148, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”); and that the tax-exempt lease purchase agreement issued pursuant hereto be designated as a qualified tax-exempt obligation within the meaning of Section 265(b)(3)(B) of said Code; and that the City Manager be and hereby is authorized to covenant on behalf of the Issuer to file any information report and pay any rebate due to the United States in connection with the issuance of said tax-exempt lease purchase agreement, and to take all other lawful actions necessary to insure that the interest portion of the payments under and pursuant to the tax-exempt lease purchase agreement will be excluded from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause such interest portion of the rental payments to become includable in the gross income of the owners thereof.

**BE IT FURTHER ORDERED**, that, the City Council authorizes the City Manager to sign the attached Purchase Agreement to execute the lease purchase and a Maintenance Agreement, at the rates specified for service and maintenance exclusive of paper and staples, with Business Equipment Unlimited relating to acquisition and servicing of printer and photocopying equipment for the Issuer as per this authorizing vote.

Note: In year two of the lease the Treeno document management license renewal will be required and will be addressed through the budget review process.



## City Council

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Meeting Date: October 6, 2020

Meeting Time: 6:00 P.M.

Agenda Item No: 5.P.

Item Description: 2020.90 Approval/Business Equipment Unlimited Printer & Copier Agreement

Submitted by: Brian S. Phinney, COO

### Supporting Information/Documentation:

Power Point – 20201006 BEU Printer and Copier Powerpoint

BEU Purchase Agreement – 202010 BEU Copier Printer Agreement

BEU Maintenance Agreement – 202010 BEU Copier Printer Maintenance Agreement

### Key Terms:

N/A

### Executive Summary:

The City of Biddeford has an opportunity to take advantage of a recent Biddeford School Department printer/copier contract with Business Equipment Unlimited (BEU). The City would not otherwise be eligible for school district pricing. The City's current printer/copier contract expired in July. The current equipment technology ranges in age from 1 to 20 yrs old.

The proposed contract will replace the existing copiers and printers, through a tax exempt lease purchase (TELP) agreement financed over 5-yrs through U. S. Bank with device management printing software and first year licensing for Treneo document management software included. The first payment would not be due until July of 2021. The total lease purchase expense including financing is \$179,720.

The proposed contract eliminates the CPI escalator found in the prior SPC contract and reduces the unit rates for copies resulting in savings in excess of \$4,00/year. The document management software (PaperCut) is also anticipated to reduce printing and copying by eliminating misdirected print jobs. The proposal also includes licensing for Treneo, a document management solution that allows records to be electronically filed and then searched/retrieved metadata.

### Detailed Review:

The Biddeford School Department recently negotiated a printer/copier contract with Business Equipment Unlimited (BEU). While not typical, BEU has extended school district pricing to the City and incorporated print management and document management into the

an agreement. The City would not otherwise be eligible for school district pricing. The School Department agreement and order was closed on September 30; however, BEU being unaware of the City's purchasing rules, has extended the option to join at its sole risk pending a vote of Finance and Council on October 6. The City's current printer/copier contract expired in July. The current equipment technology ranges in age from 1 to 20 yrs old.

The new contract will replace the copiers and printers, through a tax exempt lease purchase (TELP) agreement financed over 5-yrs through U. S. Bank. The agreement includes device management printing software called PaperCut and first year licensing for Treneo document management software. The first payment would not be due until July of 2021.

Device management software allows employees to print then go to any network printer in the city and retrieve the print job after swiping or entering the employee PIN. This will greatly enhance security for printed confidential documents and limit inadvertent collection of print jobs from other employees that wastes paper and printing supplies. The software also allows users to create text searchable PDFs and MSWord documents when scanning. This ability is currently limited to employees with full licensed versions of Adobe. Conversion of documents is becoming a frequent need as businesses and individuals rely more heavily on remote access. The document management software also provides greater control over printer access and more detail related to use right down to the user level. A mobile print extension is also included.

Treneo document management software will allow each department the ability to store files electronically with searchable metadata greatly enhancing recordkeeping capabilities along with scan-to-file capabilities. This is the first step towards transitioning away from paper files. In addition the software will allow the public to view documents, for example, maps in Codes or document in Planning, etc., without coming to City Hall.

The Extension of the Biddeford School Department (BSD) pricing lowers the city's overall printing and copying costs. On an annual basis at 1,177,023 copies the cost savings would be in excess of \$4,000 per year. The agreement also includes unlimited consumables with next day delivery exclusive of paper and staples. Call response and repair are included with 4-hour response to completion. In addition, if a printer cannot be repaired the unit will be replaced at no additional cost. All toner will be managed under a Toner Recycling Program that is ISO 14001 certified as Zero Landfill. The former copier contract included CPI increases for printing costs and supplies. The current BEU pricing does not include CPI increases.

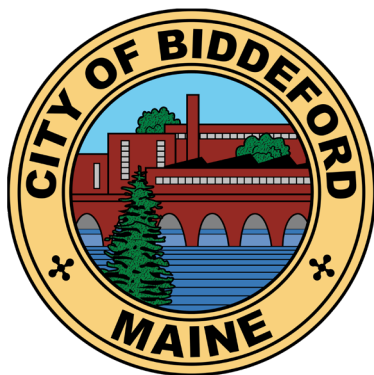
Business Equipment Unlimited has arranged for TELP financing through U. S. Bank.

**Funding Source:**

Funding for this lease purchase would come from the general fund appropriation in FY2022, the first payment is due in July 2021.

**Staff Recommendation:**

Authorization of the agreement with BEU and U. S, Bank.



**BEU**

BUSINESS EQUIPMENT UNLIMITED

A Xerox Company



**made  
to  
think**

# *About BEU/ Xerox Business Solutions*







## Our History

BEU was founded by Jim BEU and Pete Dinan with a vision to create a leading organization with the client best interest in mind. BEU has provided superior document management hardware and software solutions throughout New England for over 40 years.

With locations in Waltham, MA, Dover NH, Amesbury MA, Holliston MA, Medford MA, Burlington VT, Portland ME, Augusta ME and our corporate headquarters in Nashua, NH, we are a locally run company trusted by the region's top organizations.

BEU is owned by [Xerox](#) and is part of the [Xerox Business Solutions](#) network, connecting us to 200+ sister companies nationwide that will provide service and support to your extended locations with the same high standard. We continue to make local decisions and service our customers at a local level, while offering nationwide support and the best office technology available. Together with our vendors, we enjoy a truly unique partnership of values, technology and innovation.

## Our Values

Through teamwork and the highest levels of passion and commitment to customer service across our entire organization, we are dedicated to bringing exemplary local support to our valued customers.

## Our Vision

Whether involved in analyzing your document workflow, recommending the right office solution, or providing long-term technical support, we will always strive to be the premier office technology provider in New England.

## Our Mission

*“Our mission is to help organizations improve workplace productivity and reduce operational expenses through cost-effective office technology and superior managed services. Our top priorities are the needs of our customers, the welfare of our employees, and the betterment of the communities we serve”*





# *Intelligent Workplace Services Assessment*

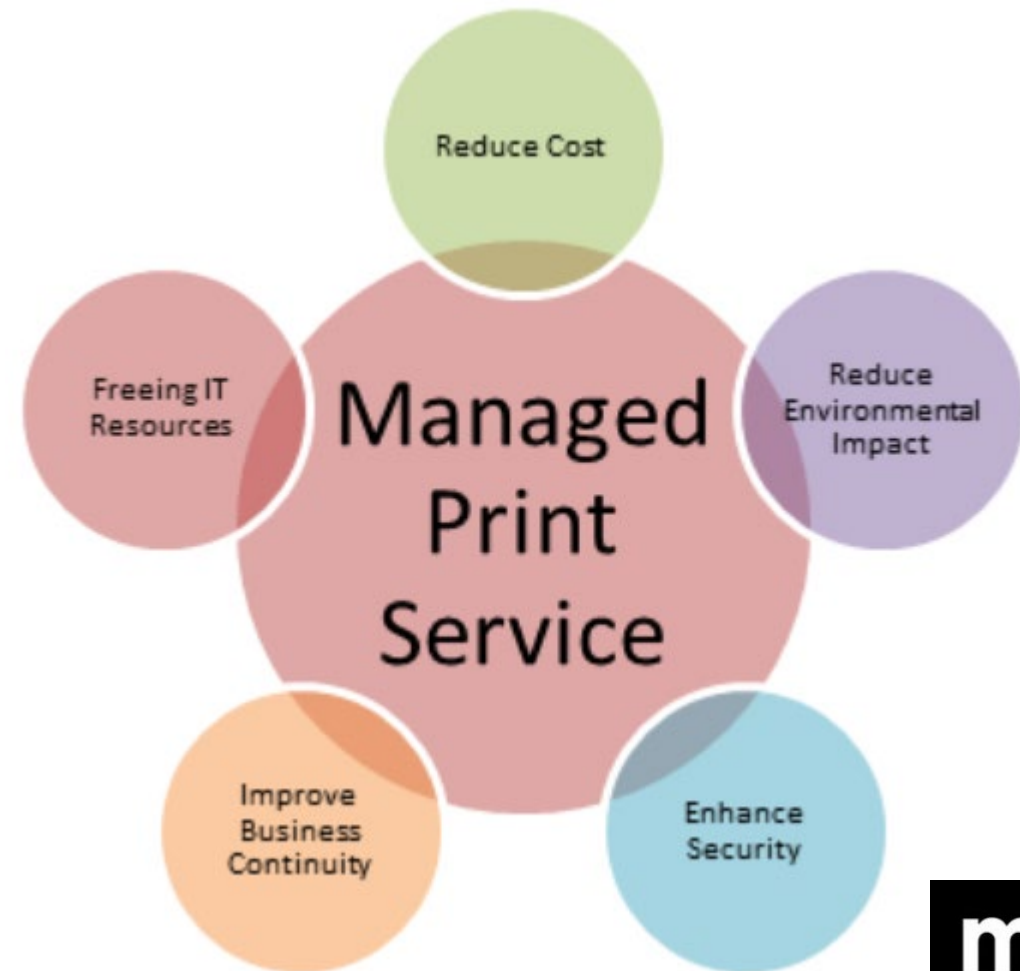


A consistent process for unlocking data to provide actionable insight, so you can ask and answer the right questions—and make better decisions.



# BEU MPS Solution

- Unlimited Consumables for all supported devices
  - Next Day UPS Supply Delivery from LOCAL Warehouse
  - Auto-Consumable Replenishment for Networked Printers via FMA
- Labor and parts for all printer maintenance and repair
  - 4 Hour Call to Completion
  - Free replacement printer should BEU be unable to repair the device within 7 years of manufacture date
- Local BEU Support
  - Local IT & Customer Care Center Help Desk
- Toner Recycling Program and ISO 14001 Certification for Zero Landfill
  - Prepaid return envelope included with every new toner cartridge
- Annual and Quarterly Reviews/Reporting of program success with strategic recommendations for further improvement, resulting in greater efficiency and cost reduction.



# *Intelligent Workplace Network Assessment*



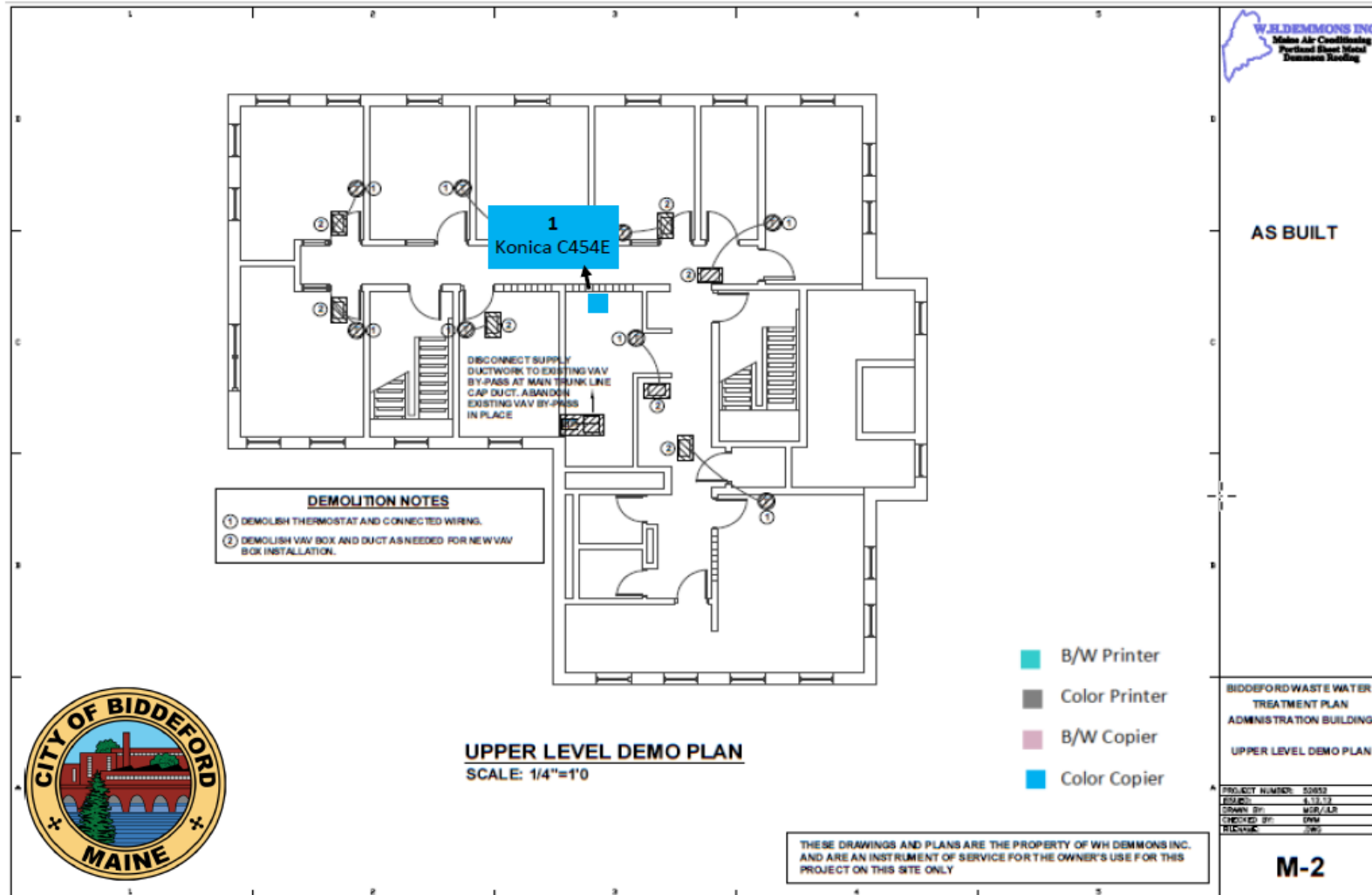


# What We Uncover

|                |                                                                                                                                                                                                                                                                                                                 |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hardware:      | <ul style="list-style-type: none"> <li>✓ Servers, Workstations, Printers, and non-AD devices (like switches/routers/printers)</li> <li>✓ Old computers which are still joined to the domain and have not been removed</li> </ul>                                                                                |
| Software:      | <ul style="list-style-type: none"> <li>✓ Systems with missing Patches/Service Packs/Security Updates</li> <li>✓ Local accounts (per-system) with weak/insecure passwords</li> <li>✓ Systems with missing Anti-Virus, Anti-Spyware, or firewall misconfiguration</li> </ul>                                      |
| Configuration: | <ul style="list-style-type: none"> <li>✓ Security policy inconsistency across network servers/computers</li> <li>✓ Outbound system access that should be blocked</li> <li>✓ Lack of Content filtering (Social Media, Entertainment, Pornography, Illegal Downloads)</li> </ul>                                  |
| Accessibility: | <ul style="list-style-type: none"> <li>✓ Misconfiguration of user access to Network Shares</li> <li>✓ Detailed breakdown of AD Security Group Membership</li> </ul>                                                                                                                                             |
| Security Risks | <ul style="list-style-type: none"> <li>✓ Old user accounts which still have access and have not been properly disabled</li> <li>✓ Internal systems with open ports that pose a potential security risk</li> <li>✓ External issues which put your network at risk of business disruption or data loss</li> </ul> |

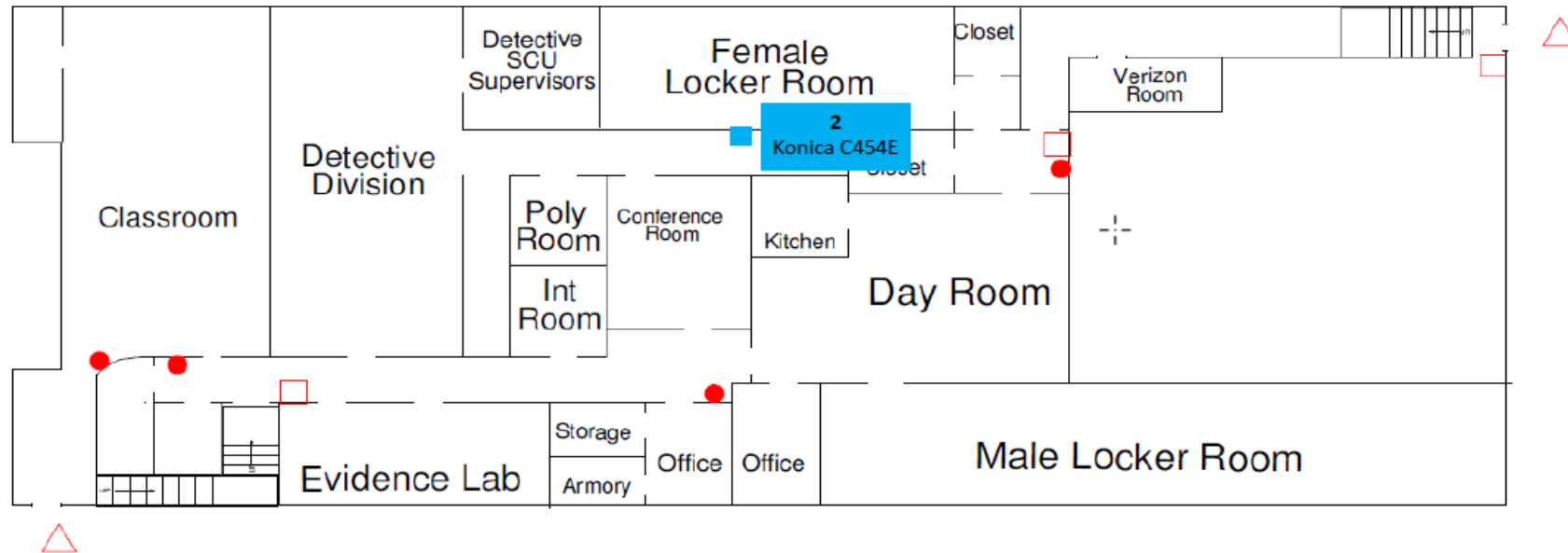
# City of Biddeford Maps

## Treatment Plant



Police Department

# FIRE EVACUATION ROUTE

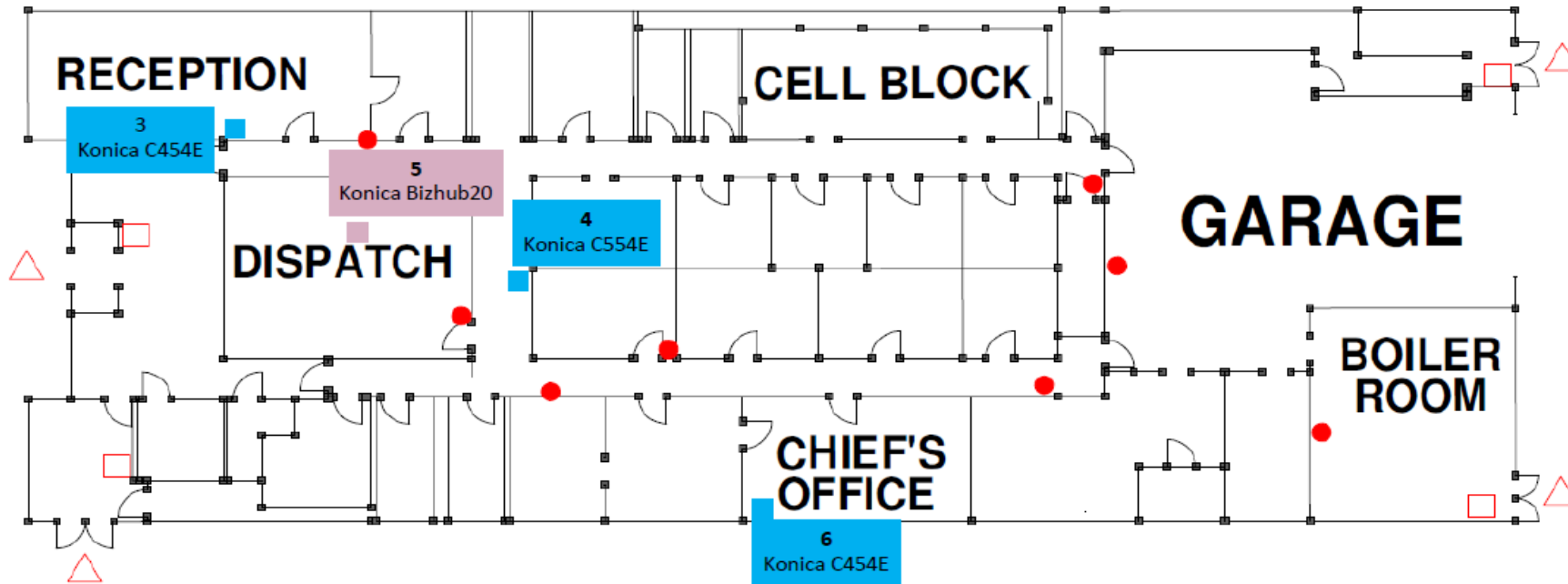


- △ EXIT
- FIRE EXTINGUISHER
- FIRE ALARM PULL STATION

- B/W Printer
- Color Printer
- B/W Copier
- Color Copier

Police Department

# FIRE EVACUATION ROUTE



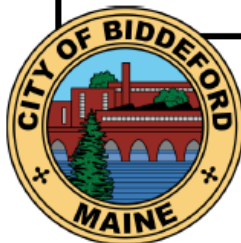
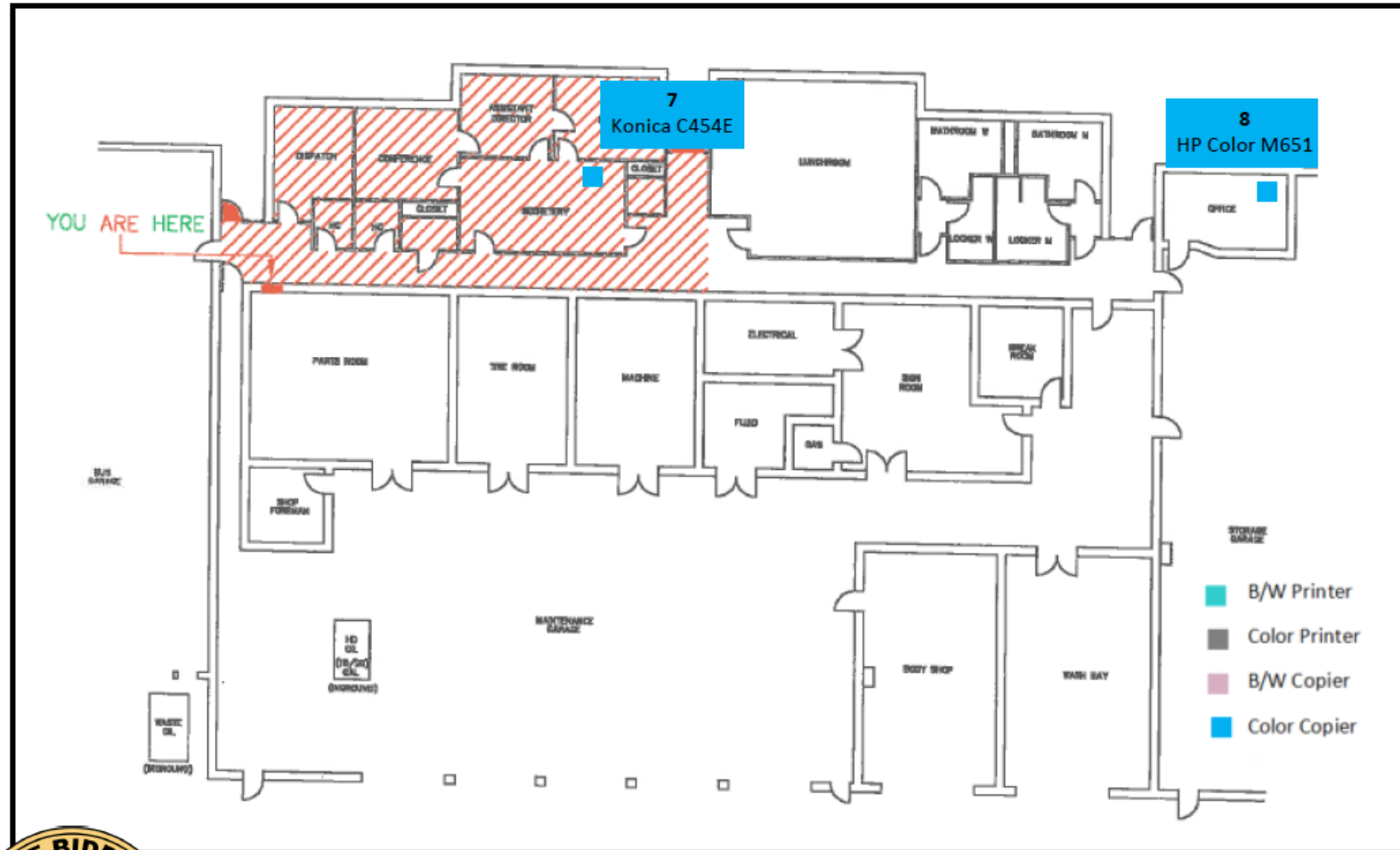
- △ EXIT
- FIRE EXTINGUISHER
- FIRE ALARM PULL STATION

- B/W Printer
- Color Printer
- B/W Copier
- Color Copier

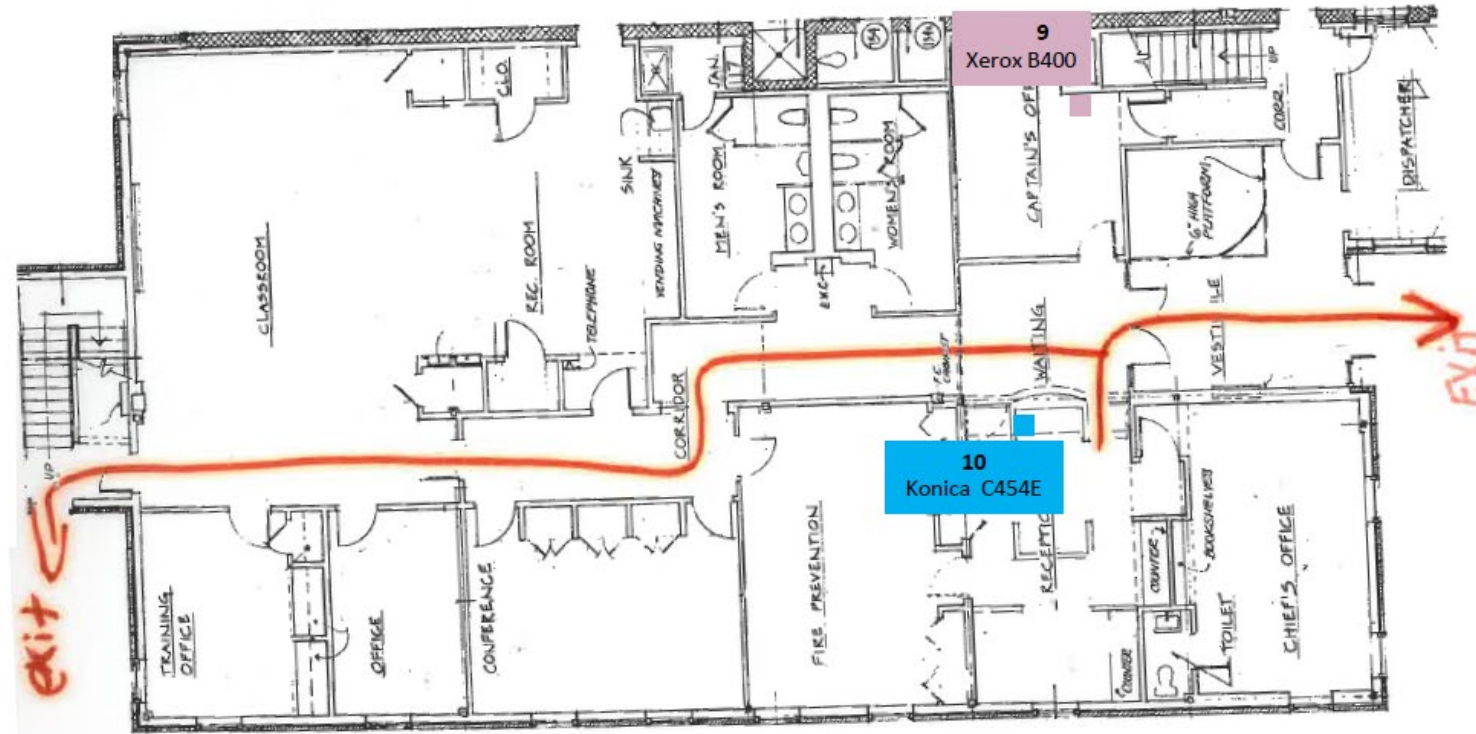




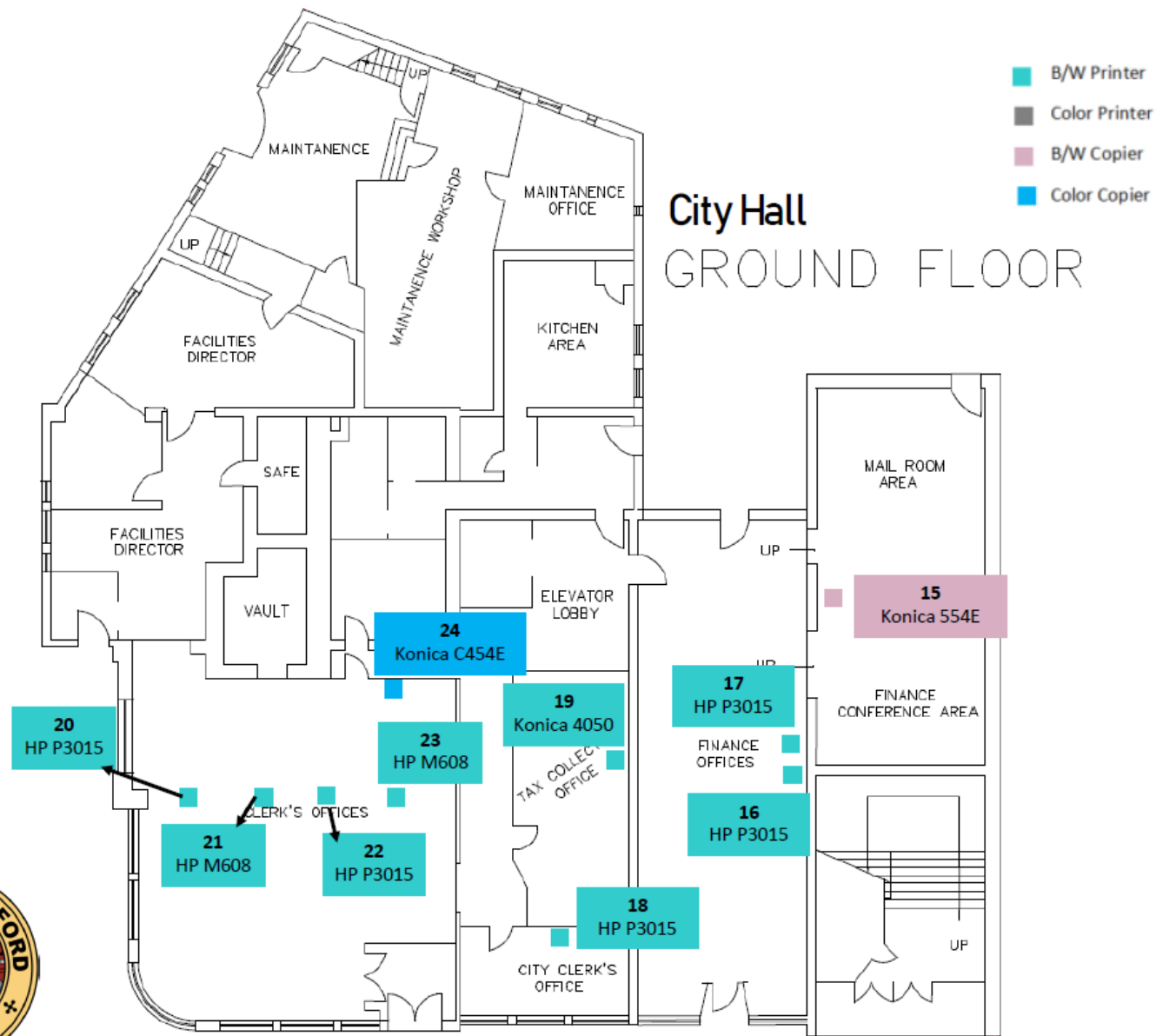
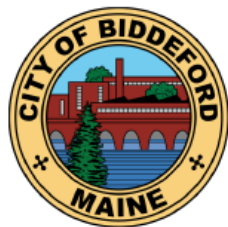
## Public Works

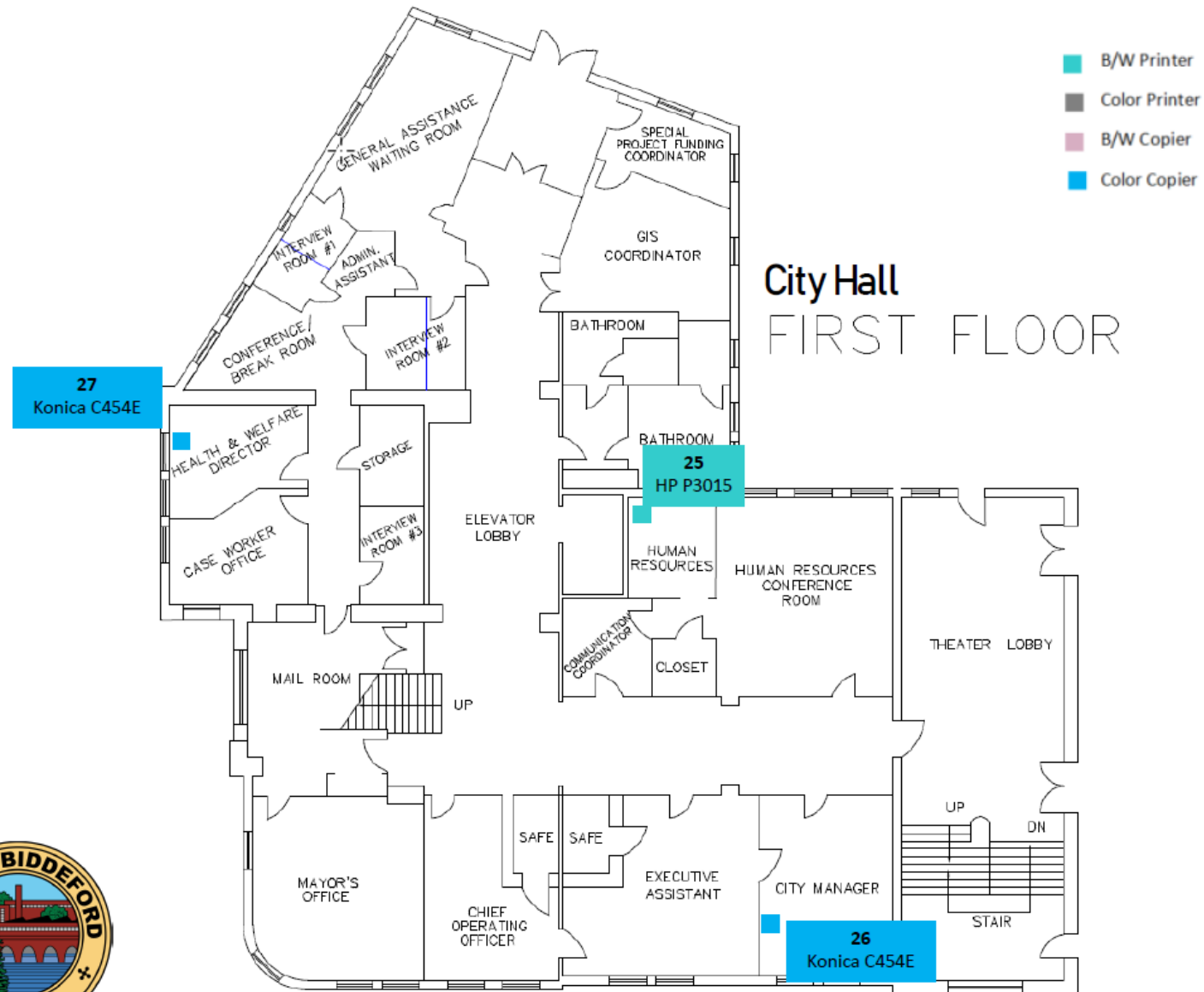


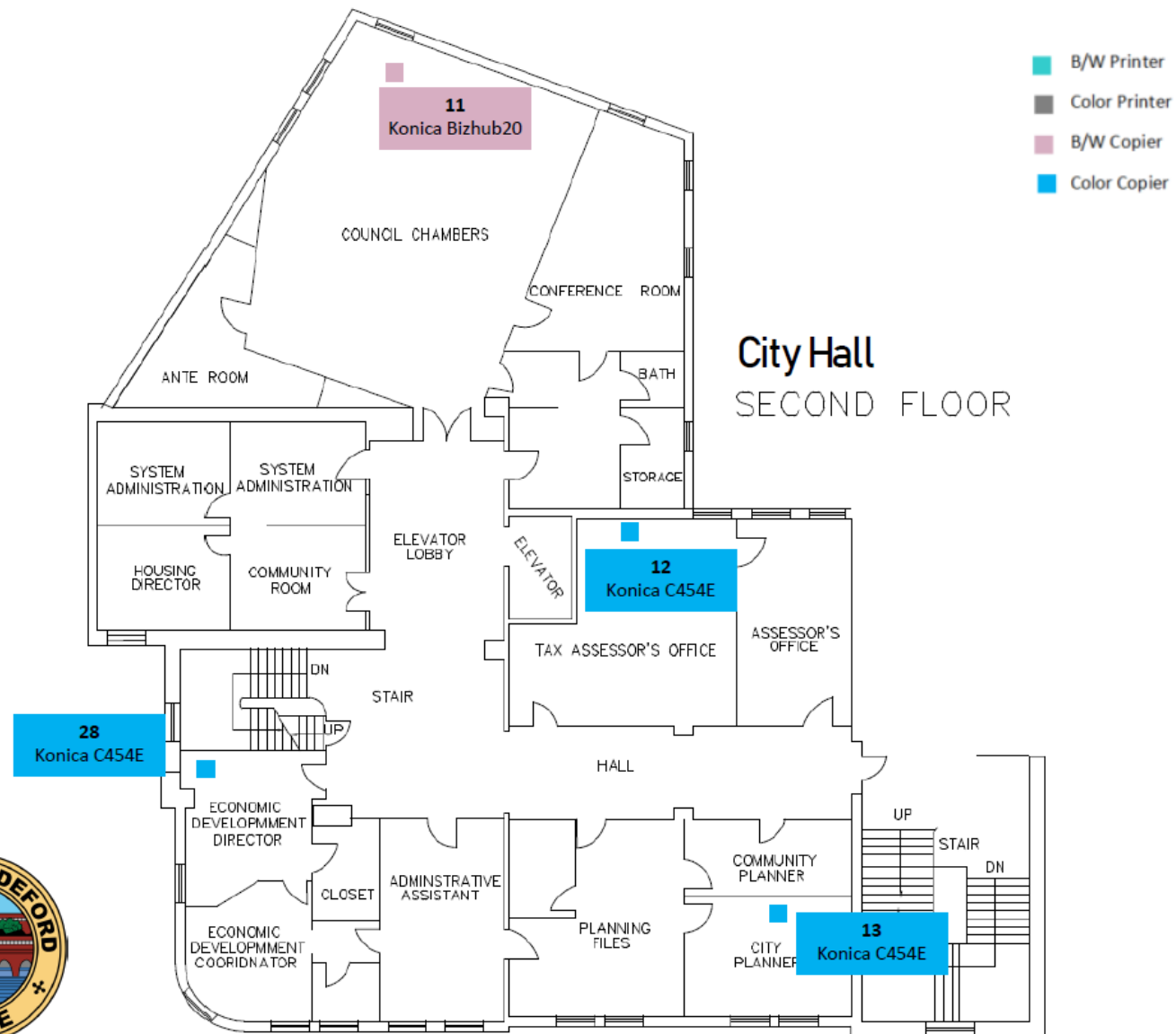
## Fire Department

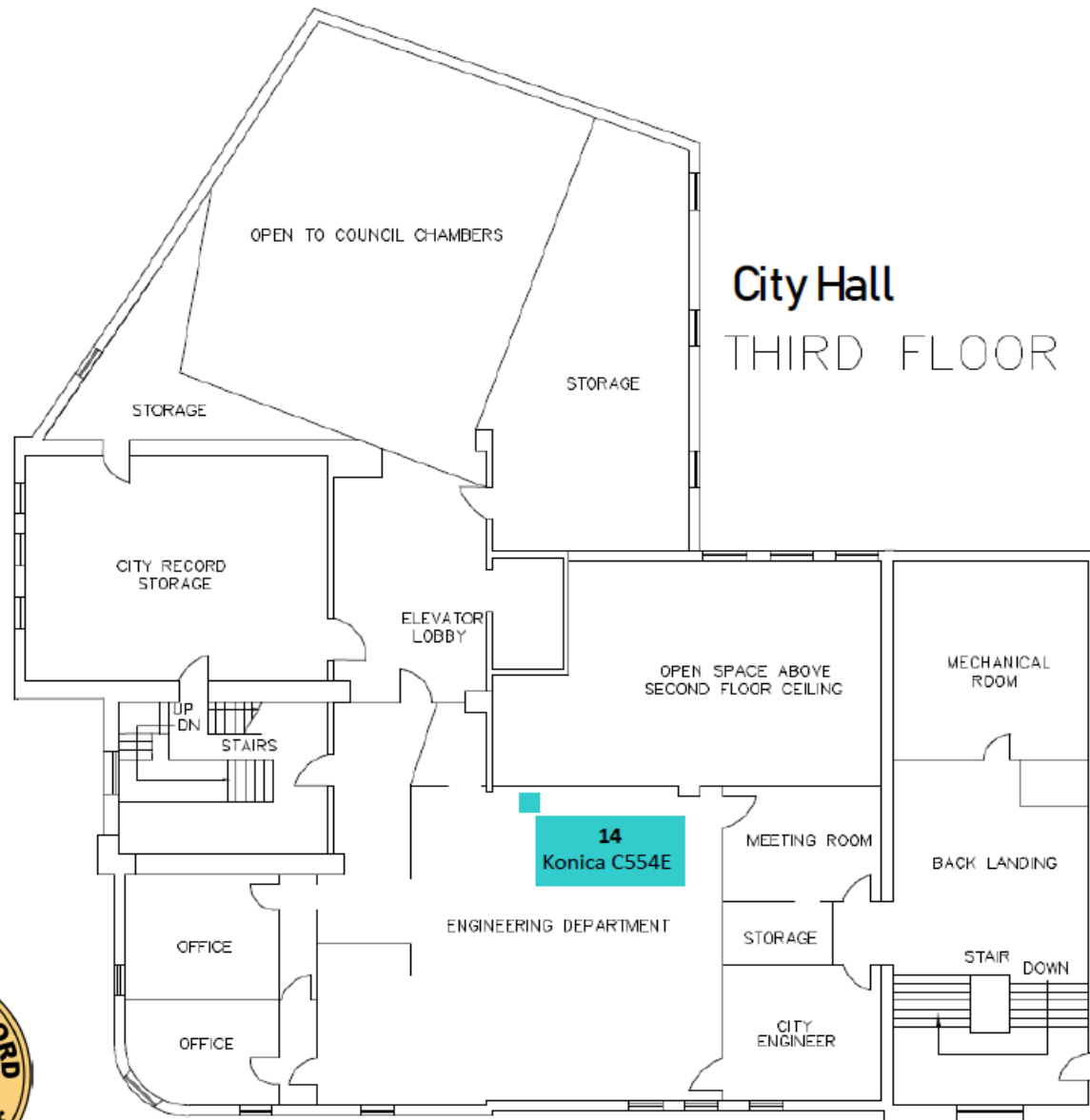
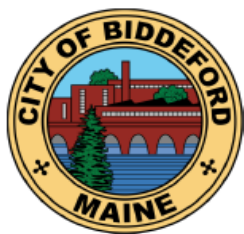


- B/W Printer
- Color Printer
- B/W Copier
- Color Copier



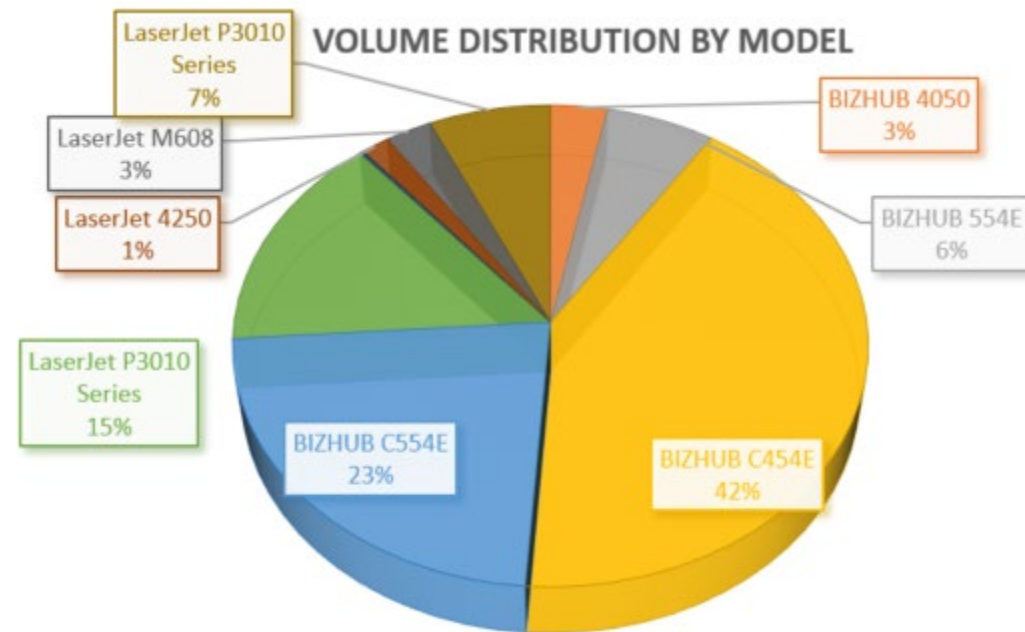
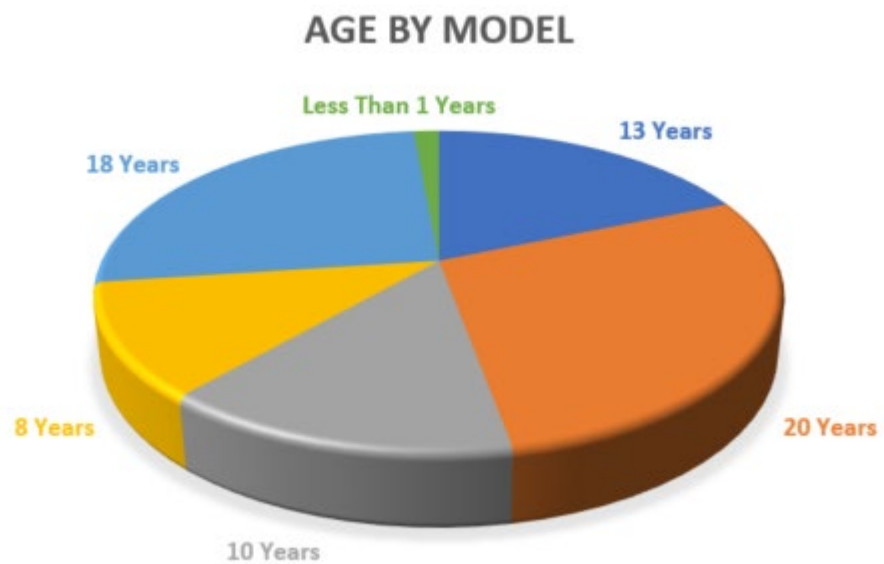






-  B/W Printer
-  Color Printer
-  B/W Copier
-  Color Copier

## City Hall THIRD FLOOR





## Strategic Vendor Partners





## Solutions

*PaperCut - Device Management  
Solution*

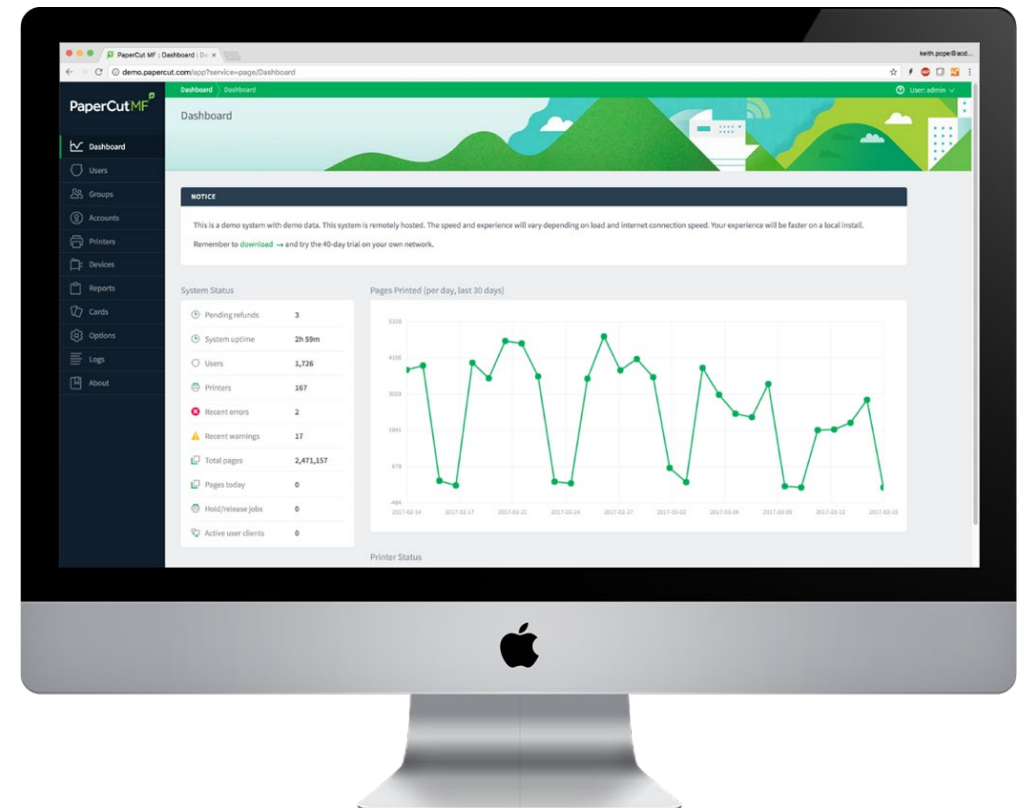
*Treeno – Document Management  
Solution*



# MF Device Management Solution

## PaperCut Web Based Dashboard

- Manage all of your output devices from a single dashboard
  - Follow Me Printing
  - Login with ID Card or PIN code
  - User based scan workflows
  - Set print policies to control usage
  - Centralized reporting across all devices



# MF Device Management Solution



Empower users to discover and print to any printer with PaperCut MF. Mobility Print tracks BYOD printing from any type of device and on all popular platforms (iOS, Android, Chrome OS, Windows or Mac OS).

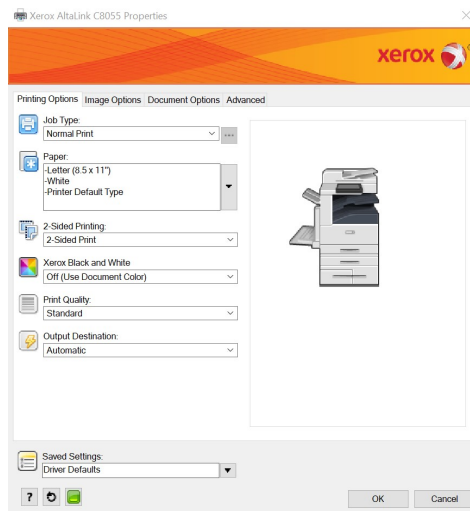
- Works with any Mobile Device
- Simple Printer Discovery
- Mobile Security with User Authentication



# MF Device Management Solution

## Follow-Me Printing with Badge Release

PaperCut MF's Secure Print Release provides a simple solution that places jobs in a holding state until the user authenticates and releases the job at the printer. Requiring authentication before printing ensures only authorized users can print and collect documents.



Submit Print job to the  
Follow Me Print queue

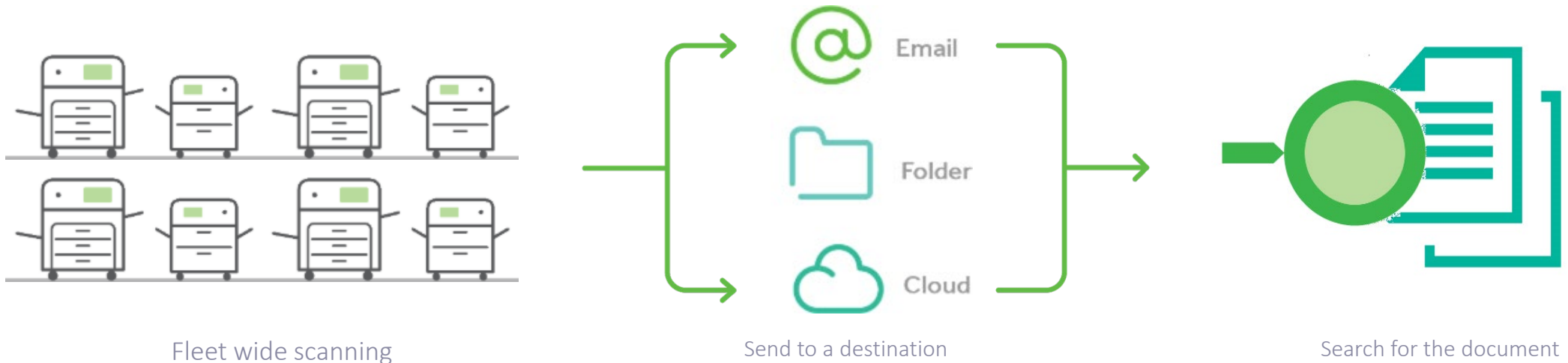


Swipe ID badge to log into the  
Xerox device



Select your print jobs to release

# User Based Scanning Workflows



Create text searchable PDFs and editable DOCX documents when scanning, without needing to install a 3rd party scanning app! PaperCut MF can deliver and manage quick scan, OCR and delivery functionality within the one product.

## Advanced Options

- Delete blank pages
- Batch splitting

# Detailed Reporting

**PaperCut MF** User Reports

Additional reports for individual and activity history views.

User Reports

Most reports are available in PDF reports also accessible via Mail.

## Executive summary

For the period of Jun 17 to Jul 17, 2015.

| General Statistics                  | Top Printers                    | Pages  | %Total | Environmental Impact                  |
|-------------------------------------|---------------------------------|--------|--------|---------------------------------------|
| <b>Days in period:</b> 31           | server\backstage Library 1      | 11,852 | 14.8%  | <b>Trees Consumed</b> 1.04 trees      |
| <b>Active Users:</b> 534            | server\Literature Print Room 1  | 4,802  | 6.0%   | <b>CO2 Produced</b> 719.6 kg          |
| <b>Active Printers:</b> 96          | server\Backstage Library 2      | 4,612  | 5.8%   | <b>Equivalent Bulb</b> 23,709.5 hours |
| <b>Total Printed Pages:</b> 83,650  | server\Literature Library 1     | 2,942  | 3.5%   |                                       |
| <b>Total Printed Sheets:</b> 83,647 | server\Literature Print Room 1  | 2,814  | 3.5%   |                                       |
| <b>Total Pages:</b> 24,000          | server\Information Staff Room 1 | 2,738  | 3.2%   |                                       |
| <b>Jobs per day:</b> 2,733          | server\Information Staff Room 2 | 2,463  | 3.0%   |                                       |
| <b>Sheets per day:</b> 2,699        | server\Design Staff Room 1      | 2,412  | 2.9%   |                                       |
|                                     | server\Engineering Lab 2        | 2,076  | 2.6%   |                                       |

| Top Printer Groups                | Pages |
|-----------------------------------|-------|
| Administrative (Don McArthur)     | 4,256 |
| derrick.ohler (Derrick Ohler)     | 3,836 |
| benet.ahar (Benet Ahar)           | 2,271 |
| jean.williams (Jean Williams)     | 1,827 |
| margery.angelo (Margery Angelo)   | 1,804 |
| heather.mallory (Heather Mallory) | 1,619 |
| andrea.guter (Andrea Guter)       | 1,506 |
| prince.gan (Prince Gan)           | 1,468 |
| layton.schmidt (Layton Schmidt)   | 1,302 |
| valley.morrell (Valley Morrell)   | 1,302 |

User printing: overall comparison  
[View sample](#)

Alt text: [Icons for various printer settings]

| PaperCut MF                          |          | User Printing Summary      |            |            |            |           |
|--------------------------------------|----------|----------------------------|------------|------------|------------|-----------|
|                                      |          | Period: January-March 2017 |            |            |            |           |
| USERNAME                             | Code     | Total Pages                | Total Jobs | Avg. Pages | Total Cost | Avg. Cost |
| Print Jobs<br>and January-March 2017 | 00003-21 | 14                         | 2          | 7          | \$120      | \$0.60    |
|                                      | 00003-21 | 14                         | 2          | 7          | \$120      | \$0.60    |
|                                      | 1639-34  | 28                         | 3          | 4          | \$5.20     | \$1.10    |
|                                      | 00003-21 | 14                         | 2          | 7          | \$120      | \$0.60    |
|                                      | 8723-87  | 156                        | 1          | 156        | \$7.60     | \$7.60    |
|                                      | 00003-21 | 14                         | 2          | 7          | \$120      | \$0.60    |
|                                      | 1639-34  | 3                          | 28         | 4          | \$5.20     | \$1.10    |
|                                      | 1639-34  | 28                         | 3          | 4          | \$5.20     | \$1.10    |
|                                      | 1639-34  | 34                         | 34         | 44         | \$9.20     | \$1.10    |
|                                      | 1639-34  | 3                          | 28         | 4          | \$5.20     | \$1.10    |
|                                      | 00003-21 | 14                         | 2          | 7          | \$120      | \$0.60    |
|                                      | 00003-21 | 14                         | 14         | 7          | \$120      | \$0.60    |
|                                      | 00003-21 | 2                          | 14         | 7          | \$120      | \$0.60    |
|                                      | 1639-34  | 28                         | 28         | 4          | \$5.20     | \$1.10    |
|                                      | 00003-21 | 14                         | 2          | 7          | \$120      | \$0.60    |
|                                      | 00003-21 | 2                          | 14         | 7          | \$120      | \$0.60    |
|                                      | 00003-21 | 32                         | 2          | 23         | \$120      | \$0.60    |
|                                      | 00003-21 | 14                         | 2          | 7          | \$120      | \$0.60    |
|                                      | 00003-21 | 3                          | 378        | 7          | \$120      | \$0.60    |
|                                      | 00003-21 | 14                         | 2          | 7          | \$120      | \$0.60    |
| Totals                               |          | 982                        | 86         | 248        | \$52.87    | \$21.76   |

## Printer Usage Summary

Period: January-March 2007

| Total Jobs | Avg. Pages | Total Cost | Avg. Cost |
|------------|------------|------------|-----------|
| 7          | \$1.20     | \$0.60     |           |
| 7          | \$1.20     | \$0.60     |           |
| 4          | \$3.20     | \$1.10     |           |
| 7          | \$1.20     | \$0.60     |           |
| 156        | \$7.60     | \$7.60     |           |
| 7          | \$1.20     | \$0.60     |           |
| 4          | \$3.20     | \$1.10     |           |
| 4          | \$3.20     | \$1.10     |           |
| 44         | \$9.20     | \$1.10     |           |
| 4          | \$3.20     | \$1.10     |           |
| 7          | \$1.20     | \$0.60     |           |
| 7          | \$1.20     | \$0.60     |           |
| 7          | \$1.20     | \$0.60     |           |
| 7          | \$1.20     | \$0.60     |           |
| 23         | \$1.20     | \$0.60     |           |
| 7          | \$1.20     | \$0.60     |           |
| 7          | \$1.20     | \$0.60     |           |
| 7          | \$1.20     | \$0.60     |           |
| 211        | \$64.87    | \$31.76    |           |

Billing Period: January-March 2007



## Solutions

### *Treeno – Document Management Solution*



# Customized interface for every department



Treeno can mirror how a paper filing system works which makes it intuitive to use. Treeno can replicate your system with electronic cabinets, folder and document separators within the folder.

This screenshot shows the 'Case Files' interface. At the top, there's a dropdown menu set to 'Case Files'. Below it is a toolbar with buttons for 'Hide Search', 'Clear Search', 'Add Folder', 'Select a Folder Action', and 'Toggle Column Width'. On the right, it shows 'Page size: 50' and navigation arrows. The main area is a table with four columns: 'Case Number', 'First Name', 'Last Name', and 'Type Of Case'. Each column has a search input field with a magnifying glass icon. Below the headers, a single row is visible with a folder icon, the number '8', 'Lisa', 'McCoole', and '4252'.

| Case Number | First Name | Last Name | Type Of Case |
|-------------|------------|-----------|--------------|
| 8           | Lisa       | McCoole   | 4252         |

Example for Police Case Files

This screenshot shows the 'Human Resources' interface. The top dropdown menu is set to 'Human Resources'. The toolbar is identical to the previous screenshot. The table has six columns: 'Employee Number', 'Last Name', 'First Name', 'Department', 'Status', and 'Date Of Termination'. Each column has a search input field. Below the headers, a single row is visible with a folder icon, the number '987', 'St.Louis', 'Raymond', 'Marketing', 'Active', and an empty date field.

| Employee Number | Last Name | First Name | Department | Status | Date Of Termination |
|-----------------|-----------|------------|------------|--------|---------------------|
| 987             | St.Louis  | Raymond    | Marketing  | Active |                     |

Example for HR Employee File



# Easy access to your documents



Sort files by  
Document Types

The screenshot displays the Treeno Software web application interface. At the top, there's a navigation bar with tabs for Dashboard, Document Center, Inbox, Workflow Tasks, and Search Results. Below this, a search bar and a "System Search" button are visible. The main content area shows a list of documents under the "Assessors Office" section. The list is filtered by "Property Number" (101-002) and "Map Number" (1414). The table below shows two documents:

| Property Number | Map Number | Lot Number | Document Type | File Name           | Creator | Creation Date       | Size   |
|-----------------|------------|------------|---------------|---------------------|---------|---------------------|--------|
| 101-002         | 1414       | 352        | Deeds         | 101-002-000-01D.pdf | demo5   | 2/6/2014 9:08:16 PM | 11 KB  |
| 101-002-000-01  | 1414       | 352        | Deeds         | 101-002-000-01.pdf  | demo5   | 2/6/2014 9:08:16 PM | 103 KB |

Below the table, there are buttons for "Add Document Type" (Deeds, Permits, Septic, Tax Cards, Zoning), "Select a File Action" (Upload Files, Show Search, Clear Search), and a "Page size" dropdown (All, Page: 1 of 1). A red arrow points from the "Sort files by Document Types" text to the "Deeds" button. Another red arrow points from the "List of Files" text to the second row of the document list. A third red arrow points from the "Preview document before opening" text to a document preview window on the right side of the interface, which shows a property record and a photo of a house.

List of Files

Preview document  
before opening

# Scanning Documents into Treeno

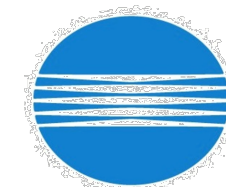
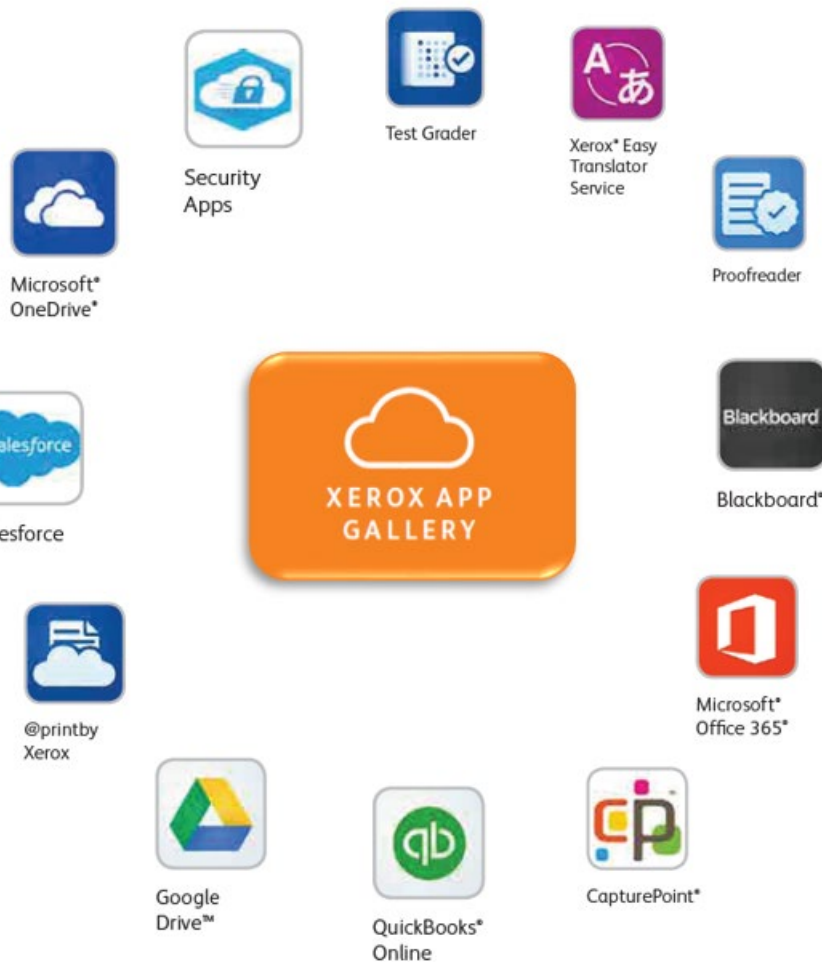


Routing Sheets can direct the files to the appropriate document section/folder/cabinet.

[illegible]

# Hardware







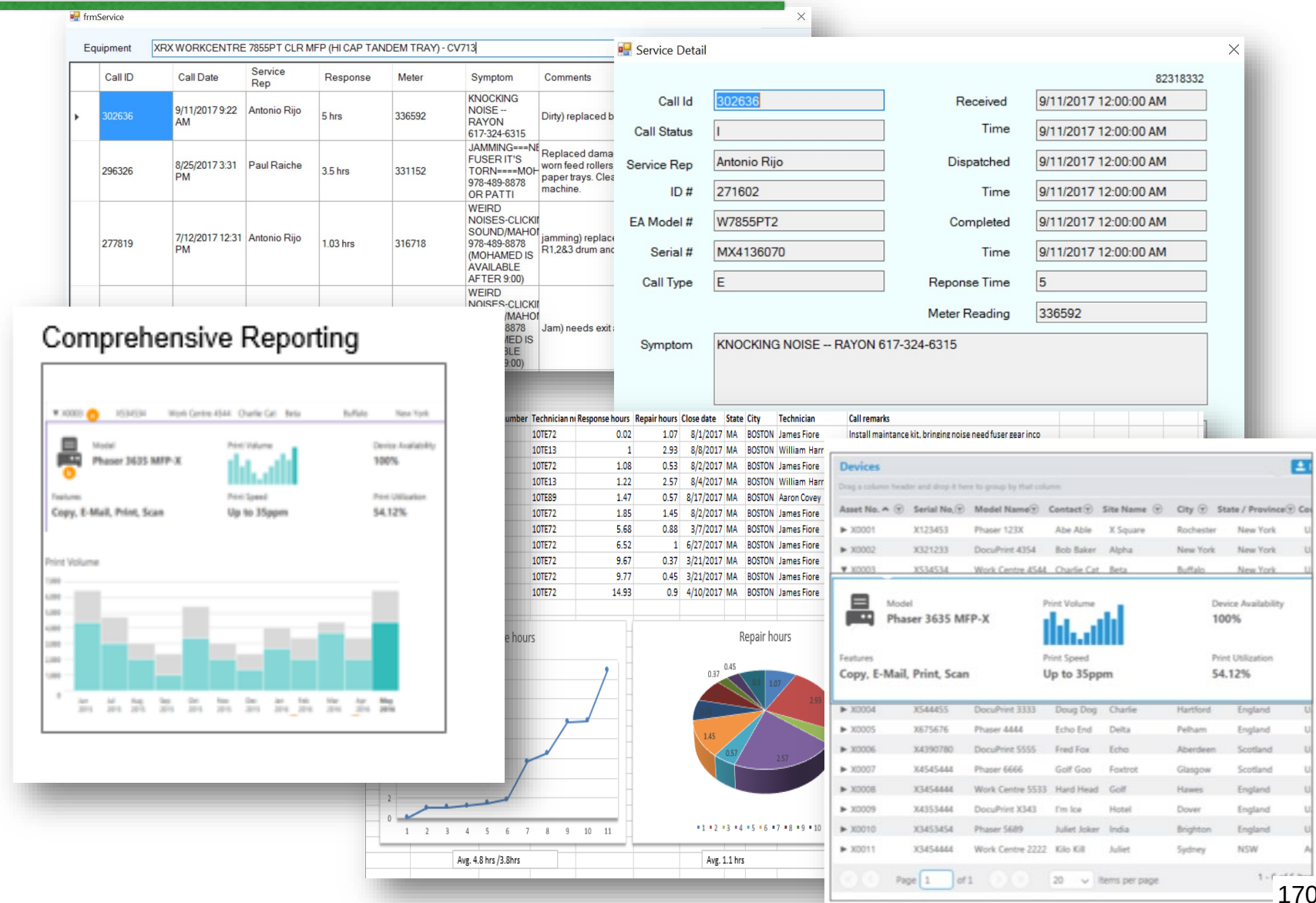
## *BEU Ongoing Support*



# Client Dashboard

Valuable fleet information when and where you need it:

- Map based view and filter
- Service performance e.g., ticket response and resolution
- Device utilization and availability
- Print volumes and color usage by device
- Device drag and drop grouping



---

# EXAMPLE

## Client References/Testimonials

---

- Biddeford School
- Sanford Schools
- Town of Kennebunk
- Thornton Academy
- Town of Wells
- Kennebunk Schools
- More upon request



# xerox MFP Service Contract



.0037 B/W CPP & .039 Color CPP



includes all parts labor and supplies  
exclude paper and staples



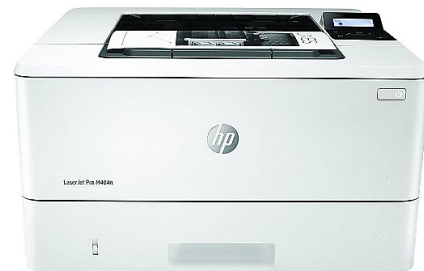
# Managed Print Services



.009 B/W CPP & .09 Color CPP



Billed in arrears for exact usage



# Proposed Software Solution

## PaperCut MF Device Management Solution

- Server software for unlimited users
- 21-Xerox embedded device licenses
- RFID card readers for devices
- Installation of PaperCut on 1-primary application server and additional print servers at secondary server
- On-premise OCR for PaperCut Integrated Scanning
- Professional services for onsite installation and training
- Five years of support and software updates provided by BEU and ACDI



## Treeno Document Management System

- Treeno hosted EDM for 10 concurrent users
- 100 gigs of cloud storage
- PDF Forms & Workflow Subscription
- Static File upload allows for folders to be automatically created based on a file upload
- System Installation and Implementation
- Support provided by Treeno
- One-year subscription included
- Annual renewal at \$5,748.00





# Thank you



**made  
to  
think™**  
176

| BILL TO          |                     |                                                           |              | SHIP TO          |                    |           |       |
|------------------|---------------------|-----------------------------------------------------------|--------------|------------------|--------------------|-----------|-------|
| Company          | City of Biddeford   |                                                           |              | Company          | City of Biddeford  |           |       |
| Purchaser        | Jerry Gerlach       |                                                           |              | Key Operator     |                    |           |       |
| Address          | 205 Main St         |                                                           |              | Address          | 205 Main St        |           |       |
| Address 2        |                     |                                                           |              | City, State, Zip | Biddeford, ME      |           | 04005 |
| City, State, Zip | Biddeford, ME       |                                                           | 04005        | Delivery Date    | September 30, 2020 |           |       |
| Phone / Fax      | 207-284-9333        |                                                           |              | Phone / Fax      | 207-286-0594       |           |       |
| Salesperson      | P.O. #              |                                                           | Tax Exempt # | Ship Date        | Order Date         | Territory |       |
| Dave Golden      |                     |                                                           |              |                  |                    |           |       |
| Quantity         | Product #           | Description                                               | Serial #     | Unit Price       | Total              |           |       |
| 3                | B405DN              | Xerox VersaLink B405DN                                    |              |                  |                    |           |       |
| 4                | 100S14516           | Xerox AltaLink C8145H2/C8155T2                            |              |                  |                    |           |       |
| 4                | 497K21650           | CACPIVRDR - CAC/PIV Card Reader and Enablement Kit - 1 lb |              |                  |                    |           |       |
| 4                | 097S05019           | OFC-81 - Office Finisher                                  |              |                  |                    |           |       |
| 4                | 497K20600           | OFC-HPKIT - Hole Punch (2/3 Hole) for Office Finisher     |              |                  |                    |           |       |
| 12               | 100S14516           | Xerox AltaLink C8145H2/C8155T2                            |              |                  |                    |           |       |
| 12               | 497K21650           | CACPIVRDR - CAC/PIV Card Reader and Enablement Kit - 1 lb |              |                  |                    |           |       |
| 12               | 097S05019           | OFC-81 - Office Finisher                                  |              |                  |                    |           |       |
| 12               | 497K20600           | OFC-HPKIT - Hole Punch (2/3 Hole) for Office Finisher     |              |                  |                    |           |       |
| 2                | 100S14557           | Xerox AltaLink B8145H2/B8155H2                            |              |                  |                    |           |       |
| 2                | 097S05019           | OFC-81 - Office Finisher                                  |              |                  |                    |           |       |
| 2                | 497K20600           | OFC-HPKIT - Hole Punch (2/3 Hole) for Office Finisher     |              |                  |                    |           |       |
| 21               | 497K16xxx           | Elatec EveryonePrint Elatec                               |              |                  |                    |           |       |
| 1                | MF - Client Billing | PaperCut PaperCut MF Client Billing                       |              |                  |                    |           |       |
| 1                | SUL                 | Treeno Document Management Document Management Cloud      |              |                  |                    |           |       |

**This equipment hardware and software pricing is an extension of the Biddeford School Department Xerox Educational contract. All Discounts and trade in of current Konica Minolta equipment listed in the SPC agreement is final and no other discounts or trade in offers apply. BEU/XBS has secured a five year \$1.00 buy out lease in the amount of \$35,944 with the first annual payment due by July 2021.**

| LEASE                                                                                                                                      | PAYMENT   |                          |       |               |      |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------------|-------|---------------|------|
|                                                                                                                                            | Per Month |                          |       |               |      |
|                                                                                                                                            |           | Beginning Copy Count:    |       | Sub Total     | \$ - |
| EQUIPMENT TRADED IN: <input type="radio"/> Customer Trade-In <input type="radio"/> Competitive Buyout <input type="radio"/> Lease Trade-In |           |                          |       | Lease Buy-out | \$ - |
| Model:                                                                                                                                     | Serial #  |                          |       | Sub Total     | \$ - |
| Lease Co.:                                                                                                                                 | Lease #:  | Sales Tax                | 0.00% |               | \$ - |
| EQUIPMENT TRADED IN: <input type="radio"/> Customer Trade-In <input type="radio"/> Competitive Buyout <input type="radio"/> Lease Trade-In |           |                          |       | TOTAL         | \$ - |
| Model:                                                                                                                                     | Serial #  |                          |       | Trade In      |      |
| Lease Co.:                                                                                                                                 | Lease #:  |                          |       | BALANCE DUE   | \$ - |
| ACCEPTED: Business Equipment Unlimited 275 Read St., Portland ME 04103                                                                     |           | BUYER: City of Biddeford |       |               |      |
| By: Title:                                                                                                                                 |           | By: Title:               |       |               |      |
| <b>AUTHORIZED SIGNER</b>                                                                                                                   |           | Name (print)             |       |               |      |
| Date:                                                                                                                                      |           | Date:                    |       |               |      |

IMPORTANT: TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM ARE AN INTRICATE PART OF THIS CONTRACT



1. **Definitions.** The first page of this Sales Order/Service Agreement is called the Cover Page. The Cover Page and these Terms and Conditions, along with a listing of additional products on Schedule A (if attached), represent the agreement (the "Agreement") between Business Equipment Unlimited ("Company") and the Customer, with respect to the acquisition of those Products identified on the Cover Page and/or Schedule A. "Products" shall mean the equipment ("Equipment") and any software. Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse.
2. **Scope.** This Agreement may be executed for:
  - a) A **SALE** of Products. If a SALE, Company hereby offers to sell and Customer hereby agrees to purchase those Products in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Products; or
  - b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase of the Products in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of a lease agreement, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease. If, however, a lease agreement cannot be executed within 15 days of Customer's execution of this Agreement, Customer must immediately pay cash for the Products or return the Products to Company in Like New condition.
3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements. All risk of loss will transfer to the Customer upon delivery.
4. **Taxes.** Unless specifically set forth on the Cover Page where indicated, payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
5. **Limited License to Use Software.** Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable Software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of any applicable lease which accompanies this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
6. **Warranty.** You acknowledge that the Products covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
7. **Limitation of Liability.** In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
8. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require You to immediately pay any remaining unpaid balance of the Agreement, (2) terminate any and all agreements with You, and/or (3) pursue any other remedy permitted at law or in equity. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement.
9. **Indemnification.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Products, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
10. **Electronic Execution.** An electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon.
11. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of New Hampshire (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.



# MAINTENANCE AGREEMENT

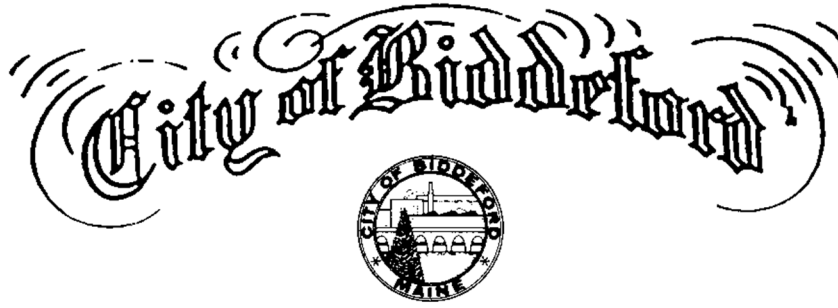
[illegible]

Rev. 06/18/2019

## Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is called the Cover Page. The Cover Page and these Terms and Conditions, along with a listing of additional products on Schedule A (if attached), represent the agreement (the "Agreement") between Business Equipment Unlimited ("Company") and the Customer, with respect to the acquisition of those Products identified on the Cover Page and/or Schedule A and the service for such Products. "Products" shall mean the equipment ("Equipment") and any Software Licenses. "Service" shall mean the service as set forth in paragraph 4 below. Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse.
2. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields, and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If You do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via UPS Ground. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Services. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.
3. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancelable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, You will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the rates hereunder on an annual basis. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.
4. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
5. **Limited License to Use Software.** Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
6. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") may be included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. If so included, Company does not grant Customer any right to use Diagnostic Software unless authorization is specifically provided in writing, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so) unless so authorized. Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company.
7. **Software Support.** Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated service provider) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you shall enter into a support agreement with a Third-Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third-party support services provider.
8. **Warranty.** You acknowledge that the Products covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
9. **Limitation of Liability.** In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
10. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
11. **Assignment.** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
12. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly addressed, or one day if sent via overnight courier.
13. **Indemnification.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability or otherwise caused by or related to Your use or possession of the Products, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
14. **Electronic Execution.** An electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
15. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of New Hampshire (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel





**IN BOARD OF CITY COUNCIL..OCTOBER 6, 2020**

**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby appoint:

**Victoria Foley  
168 Hill Street  
Ward 4**

to the *Downtown Development Commission*, for a term to expire in December 2023.

# CITY OF BIDDEFORD

## Application for City Committees, Commissions and Boards

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address:  
(if different) \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

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)

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

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

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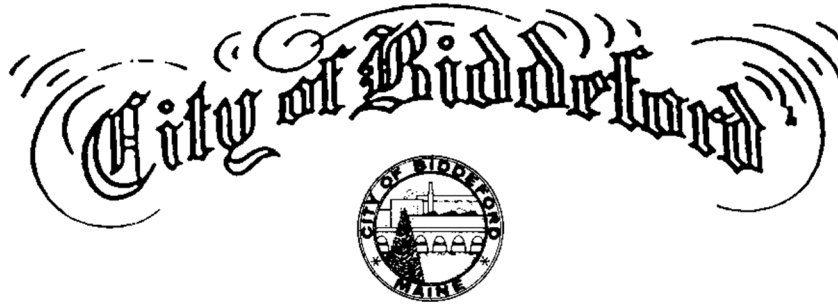
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Attach any additional information to this application and return it to the City Clerk's Office.



**IN BOARD OF CITY COUNCIL...OCTOBER 6, 2020**

**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby appoint:

**Frederick Olson  
5 Haley Circle  
Ward 1**

to the *Police Advisory Committee*, for a term to expire in December 2025.

# CITY OF BIDDEFORD

## Application for City Committees, Commissions and Boards

Date:

9/29/20

Name:

FREDERICK J. OLSON

Street Address:

5 HALLEY CIR.

BIDDEFORD

Mailing Address:  
(if different)

N/A

Phone Number(s):

282 4183

Email Address:

FREDJ@icloud.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.
- ☐ Biddeford Housing Authority
- ☐ Board of Assessment Review
- ☐ Cable T. V. Committee
- ☐ Capital Projects/Operations Committee
- ☐ Conservation Commission
- ☐ Downtown Development Commission
- ☐ Economic Improvement Committee
- ☐ Environmental Board
- ☐ Fire Advisory Committee

- ☐ Harbor Commission
- ☐ Historical Preservation Commission
- ☐ Planning Board
- ☒ Police Advisory Committee
- ☐ Policy Committee
- ☐ Project Canopy
- ☐ Recreation Commission
- ☐ Saco River Corridor Commission
- ☐ Shellfish Conservation 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)

NONE

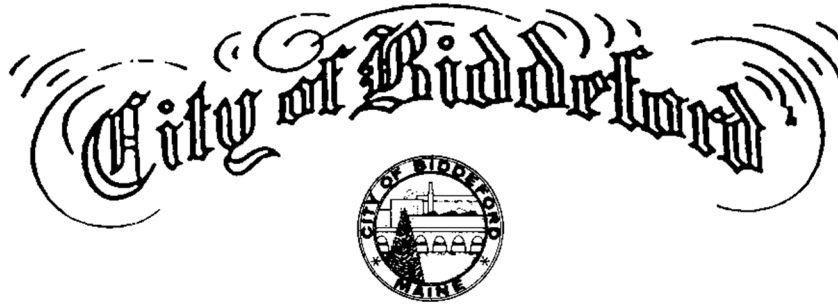
Please list any other experience that may be pertinent to the Board or Committee in which you are requesting to serve on.

Nothing on my resume. Just a thoughtful, concerned citizen.

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

I want to contribute to the overall wellbeing of the city. In a time of scrutiny of the police and possible changes in policing, I want to play whatever role I can. No agenda beyond the expectation of excellence and the hope that the B.P.D. will be (or maybe already is) a reason to brag about Biddeford.

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



**IN BOARD OF CITY COUNCIL..OCTOBER 6, 2020**

**ORDERED**, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby appoint:

**Victoria Foley  
168 Hill Street  
Ward 4**

to the *Zoning Board Appeals*, for a term to expire in December 2023.

# CITY OF BIDDEFORD

## Application for City Committees, Commissions and Boards

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address:  
(if different) \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

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)

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

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