

City of Biddeford
Finance Committee
August 21, 2018 5:00 PM Council Chambers

- 1. Call to order**
- 2. Approval of the Minutes**
 - 2.1. August 6, 2018 Finance Committee Minutes
[8-06-2018 Finance Committee Minutes.rtf](#)
- 3. Signing of the expenditure warrant**
- 4. Discussion/Approval**
 - 4.1. Lead Abatement at Police Department
[8-21-2018 Lead Abatement Proposal.pdf](#)
 - 4.2. Authorization/Agreement w/Ransom Consulting, Inc./Appeal to the 2017 Preliminary Flood Insurance Rate Maps Issued by FEMA
[8-21-2018 FEMA Maps Appeal Phase II -ORDER.docx](#)
[8-21-2018 FEMA Appeal Phase IIb-MEMO.pdf](#)
[8-21-2018 FEMA Letter.pdf](#)
[8-21-2018 FEMA- Ransom Task Order.pdf](#)
 - 4.3. Approval/CIP Funds from FY18 Carry Forward Accounts to FY19 Budget
[8-21-2018 Carry Over Funds from FY18 to FY19.docx](#)
 - 4.4. Approval/Allocation of FY19 Capital Improvement Projects Funds
[8-21-2018 Finance Committee Briefing Memo - FY2019 CIP.docx](#)
[8-21-2018 Attachment 1 - CIP Summary FY2019.pdf](#)
[8-21-2018 Attachment 2 - CIP Paving Program.pdf](#)
[8-21-2018 Captal Projects Memo -FY19 CIP.pdf](#)
 - 4.5. Acceptance of Grant Funds for Biddeford Municipal Airport Safety Projects
[8-21-2018 Airport Projects FY2019-ORDER.doc](#)
[8-21-2018 Airport-Future Projects Needs - LETTER.pdf](#)
[8-21-2018 First Annual Airport Summary.pdf](#)
 - 4.6. Authorization/Agreement w/Gale Associates, Inc./Grant Application for Airport Improvement Funds through the 2018 Consolidated Appropriation Act
[8-21-2018 Airport Projects FY2019-Application CAA Opportunity - ORDER.doc](#)
[8-21-2018 Airport-Future Projects Needs - LETTER.pdf](#)
[8-21-2018 First Annual Airport Summary.pdf](#)
- 5. Other Business**
- 6. Adjournment**

City of Biddeford
Finance Committee Meeting Minutes
August 6, 2018

The meeting was called to order at 5:03pm by the Chair, Council President John McCurry.

Present: Chair, Council President John McCurry, Mayor Alan Casavant, Councilor Mike Ready, Chief Operating Officer Brian Phinney and City Clerk Carmen Morris.

Excused: Councilor Stephen St. Cyr, City Manager James Bennett, and Finance Director Cheryl Fournier.

Adjustment to the Agenda

No adjustments to the agenda.

Approval of Minutes

Motion by Councilor Ready to approve the Minutes of July 17, 2018, seconded by Mayor Casavant.

Vote: unanimous.

Motion carried 3-0.

The expenditure warrant was available for review and signature.

Discussion/Approval

Purchase of ¾ Ton Pickup Truck w/Plow/Arundel Ford

Motion by Councilor Ready to recommend the purchase of a ¾ Ton Pickup Truck w/Plow from Arundel Ford, seconded by Mayor Casavant.

Vote: unanimous.

Motion carried 3-0.

Purchase of One Ton Dump Truck w/Plow/O'Connor Motor Sales

Motion by Councilor Ready to purchase a One Ton Dump Truck w/Plow from O'Connor Motor Sales, seconded by Mayor Casavant.

Vote: unanimous.

Motion carried 3-0.

Purchase of Fence for Perimeter of Clarifier at the Wastewater Treatment Plant

Motion by Councilor Ready to approve the purchase from Gorham Fence for a total of \$9,490.00, seconded by Mayor Casavant.

Discussion: Public Works Director, Jeff Demers, noted the shrubbery that is currently near the existing fence has grown through the fencing and will need to be removed prior to installing the new fence. Jeff explained new shrubbery will be planted once the project is complete.

Vote: unanimous.

Motion carried 3-0.

Other Business

No other business.

Motion to adjourn made by Councilor Ready, seconded by Mayor Casavant.

Vote: unanimous.

Motion carried 3-0.

Adjourned at 5:05 pm.



CITY OF BIDDEFORD

Police Department

39 Alfred Street, Biddeford, ME 04005

Roger P. Beaupre
Chief of Police

Phone – (207) 282-5127

Fax – (207) 284-2401

e-mail – chief@biddefordmaine.org

TO: FINANCE COMMITTEE

FROM: CHIEF ROGER P. BEAUPRE

DATE: AUGUST 14, 2018

SUBJECT: LEAD ABATEMENT

Due to environmental and associated health concerns, we have shut down the indoor firing range for normal use in firearms qualification.

In order for this space, which measures 88 feet 6 inches long by 14 feet 6 inches wide to be utilized, we need to abate the lead deposits that have accumulated since 1980. The City of Biddeford has previously contracted with Safe Environmental Solutions to complete abatement work, and were therefore requested to evaluate the affected site and submit a proposal of remediation. Also submitting a proposal was Northeast Test Consultants of Westbrook.

Northeast quoted a range of \$3,780 to \$4,215 just for the testing, and cost of remediation would depend on testing results. Safe Environmental, on the other hand, submitted a proposal that includes a flat rate of \$320 plus \$28 per sample taken. Because of the City's prior relationship with Safe Environmental Solutions, as well as the lower cost for testing, SES was asked to conduct an evaluation of the site and take samplings as necessary.

The results of samplings that were tested for lead are attached hereto, and used as the rationale for abatement. Safe Environmental Solutions has submitted the cost of abatement at \$28,750.00, which includes fine cleaning of the entire firing range, and the steel bullet trap disassembled for recycling. They will retest the site to assure that it is free of lead. The City of Biddeford will either sell or reuse the ¼ inch steel plating to recoup some of the expense.

Based on the foregoing, I recommend that we contract with Safe Environmental Solutions of Gorham Maine for lead abatement/remediation of the firing range at a cost of \$28,750.00 to be paid from the police budget account for building repairs.

Once this remediation phase has been completed, it is our intent to convert this space into a locker room. Since we do not currently have a female locker room, one half of the existing locker room will be converted into a female locker room, with the other half of the existing locker room

converted into office space to be used by CID. The range observation room will be converted into a briefing room. Due to current space limitations, shift briefings must be held in the classroom; and that situation results in conflicts with use.

Lt. Ricky Doyon
Biddeford Police Department
39 Alfred St, Biddeford, ME 04005
Ricky.doyon@biddefordmaine.org

Project: 18-06024

Dear Lt. Doyon,

Safe Environmental Solutions, Inc. (SES) is a leader in the Indoor Air Quality (IAQ), asbestos, lead, testing and abatement services. Our management team has over 40 years of combined experience in providing cost effective solutions for environmental issues.

The cornerstone of our company's philosophy is that an informed consumer is an important partner in the successful management of any environmental remediation project.

Safe Environmental Solutions' fully insured, professional staff are committed to providing safe, creative engineering, design, and cost-effective solutions that work to meet our individual client's needs.

The enclosed information has been assembled so that you have a written quotation on the cost of swipe sampling to identify the area that requires decontamination prior to reuse of the former Indoor Firing Range and associated areas

SES will fine clean the entire firing range with state of the art cleaning techniques which include air washing with negative pressure, HEPA-filtered Vacuuming, and damp wiping with a detergent specific for cleaning. The steel will be cleaned and placed in a dumpster for your organization to reclaim. Once all the surfaces have been fine cleaned we will then encapsulate the surfaces with a Lead Barrier Compound, specific for lead based paint encapsulation. Once completed additional swipe samples will be collected then others will fit out. The bullets will be packaged and prepped for disposal. SES will arrange for pick up and delivery once completed. To disassemble and clean as noted above would be invoiced at a fee of \$28,750.00.

Our commitment is to a safe and healthy environment, satisfied customers, quality service, and of course very competitive pricing.

Sincerely,

Bruce M. Hackett, Sr.
Bruce M. Hackett, Sr.
President / CEO



Lt. Ricky Doyon
Biddeford Police Department
39 Alfred St, Biddeford, ME 04005
Ricky.doyon@biddefordmaine.org

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Safe Environmental Solutions' fully insured, professional staff are committed to providing safe, creative engineering, design, and cost-effective solutions that work to meet our individual client's needs.

The enclosed information has been assembled so that you have a written quotation on the cost of swipe sampling to identify the area that requires decontamination prior to reuse of the former Indoor Firing Range and associated areas. Due to the unknown amount of sampling required we are offering a time and material costs to establish the remediation area.

Swipe sampling including Sampling Tech. on-site time, result interpretation, and report development. Flat Fee of \$320.00. Samples are billed at \$28.00 per sample for 5-day analysis. Based on other range sampling we can expect to take at least 15 ea. Plus a lot blank.

Our commitment, is to a safe and healthy environment, satisfied customers, quality service, and of course very competitive pricing.

Sincerely,

Bruce M. Hackett, Sr.

Bruce M. Hackett, Sr.
President / CEO

**EMSL Analytical, Inc.**

200 Route 130 North, Cinnaminson, NJ 08077

Phone/Fax: (856) 303-2500 / (856) 786-5974

<http://www.EMSL.com>cinnaminsonleadlab@emsl.com

EMSL Order: 201805940

CustomerID: SFES42

CustomerPO: 18-05043

ProjectID:

Attn: **Bruce Hackett**
Safe Environmental Solutions
346 South St.
Gorham, ME 04038

Phone: (207) 615-3694
Fax:
Received: 06/01/18 3:29 PM
Collected: 5/31/2018

Project: 118-05043 BPD

Test Report: Lead in Dust by Flame AAS (SW 846 3050B/7000B)*

Client Sample Description	Lab ID	Collected	Analyzed	Area Sampled	Lead Concentration
S-1 Site: Hall, Entry way door	201805940-0001	5/31/2018	6/7/2018	1 ft ²	460 µg/ft ²
S-2 Site: Observation Room, center floor	201805940-0002	5/31/2018	6/7/2018	1 ft ²	610 µg/ft ²
S-3 Site: Firing Line, Floor	201805940-0003	5/31/2018	6/7/2018	1 ft ²	750 µg/ft ²
S-4 Site: Back of range left side center of floor	201805940-0004	5/31/2018	6/7/2018	1 ft ²	2700 µg/ft ²
S-6 Site: Mid range center, floor	201805940-0006	5/31/2018	6/7/2018	1 ft ²	2600 µg/ft ²
S-7 Site: Front of bullet collection area	201805940-0007	5/31/2018	6/7/2018	1 ft ²	24000 µg/ft ²
S-8 Site: Right front mid wall	201805940-0008	5/31/2018	6/7/2018	1 ft ²	2000 µg/ft ²
S-9 Site: Left mid wall center range	201805940-0009	5/31/2018	6/7/2018	1 ft ²	1200 µg/ft ²
S-10 Site: Right front of firing line mid wall	201805940-0010	5/31/2018	6/7/2018	1 ft ²	1800 µg/ft ²
S-11 Site: Middle of range deflector	201805940-0011	5/31/2018	6/7/2018	1 ft ²	23000 µg/ft ²
S-12 Site: Above collection area deflector	201805940-0012	5/31/2018	6/7/2018	1 ft ²	17000 µg/ft ²
S-13 Site: Blank	201805940-0013	5/31/2018	6/7/2018	N/A	100 µg/wipe

Phillip Worby, Lead Laboratory Manager
or other approved signatory

*Analysis following Lead in Dust by EMSL SOP/ Determination of Environmental Lead by FLAA. Reporting limit is 10 µg/wipe. µg/wipe = µg/ft² x area sampled in ft². Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities (such as volume sampled) or analytical method limitations. Samples received in good condition unless otherwise noted. The lab is not responsible for data reported in µg/ft² which is dependent on the area provided by non-lab personnel. The test results contained within this report meet the requirements of NELAP unless otherwise noted. "<" (less than) results signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA-LAP, LLC ELLAP 100194, A2LA 2845.01

Initial report from 06/08/2018 10:26:25



NORTHEAST TEST CONSULTANTS
587 SPRING STREET
P.O. BOX 438
WESTBROOK ME 04098
Tel (207) 854 - 3939 Fax (207) 854 - 3658

PROPOSAL

#042418-01 JMB

SUBMITTED TO:

Lt, Rick Doyon
Biddeford Police Department
39 Alfred Street
Biddeford, ME 04005

April 24, 2018

NTC HEREBY PROPOSES TO COMPLETE THE FOLLOWING SERVICES:

Northeast Test Consultants is pleased to submit our proposal to provide the following services:
HAZMAT Assessment for Lead & Asbestos for renovation/demolition considerations for decommissioning of the 2nd Floor Indoor Firing Range located at the Biddeford Police Department Building situated at 39 Alfred Street in Biddeford, Maine.

LEAD HAZARD ASSESSMENT

LEAD Aerosol Sampling: Air samples for determination of baseline lead aerosol levels in the firing range and adjacent spaces will be conducted in accordance with NIOSH Method #7300M ICP/MS for a sample collection duration of 2 hours.

LEAD Wipe Sampling: Wipe samples will be collected as needed to determine the lead contamination hazard levels for decontamination considerations of various surfaces and components/equipment associated with the firing range and adjacent spaces, including any impacted ductwork and ventilation.

Wipe sampling for Lead will be conducted in accordance with ASTM E1792 with analysis of dust wipes by EPA SW846-3050B 7000B: Standard method to test for low concentrations of lead in soils, sludges, and sediments by Atomic Absorption Spectrometry (AAS).

LEAD Bulk Waste Characterization: Bulk waste (spent ammunition) characterization for lead content for disposal considerations will be comprised of determination of "Total Lead" by weight utilizing sample preparation according to ASTM D3335-85A utilizing EPA Method SW846 3050B/7000B by Atomic Absorption Spectrophotometry (AAS). Equivalent TCLP lead values can be calculated from this analysis result when materials are solids.

ASBESTOS MATERIALS ASSESSMENT

ASBESTOS Bulk Sampling: This site inspection work will include identification of suspect asbestos containing materials that may need to be properly controlled/abated during renovation/demolition actions to decommission the firing range area and renovate into a locker room space.

Northeast Test Consultants is not responsible to restore impacted building materials for sampling to original condition, but will perform temporary patching of friable building materials sampled as needed.

The collection of suspect asbestos containing building materials will be in accordance with the *State of Maine Department of Environmental Protection's Asbestos Management Regulations*, Chapter 425, Section 6, Inspection Requirements.

State of Maine Department of Environmental Protection's Asbestos Management Regulations, Chapter 425, effective date 4-3-2011, requires analysis of collected samples as follows:

- A. Surfacing materials and thermal system insulation and cementitious materials shall be analyzed using the PLM-EPA 600/R-93/116 visual estimation method (1993).
- B. Non-Friable Organically Bound materials (NOB's), including but not limited to floor tiles, asphalt shingles, caulking, glazing, mastics, coatings, sealants, adhesives and glues shall be analyzed using PLM NOB-EPA 600/R-93/116 with gravimetric preparation method.

Point counting of any samples with asbestos content less than 10% will automatically be performed; however any further analysis for non-friable organically bound materials (NOB's) by Transmission Electron Microscopy (TEM) for verification will require client permission.

Bulk samples shall be analyzed until a positive result is obtained or all samples have been analyzed. Reanalysis is not required if the sample result is less than 1% by the above PLM Visual and/or PLM NOB methods.

Sampling will be comprised of the collection of homogenous materials as follows:

Surfacing Materials -

- A.) At least 3 bulk samples from each homogenous area and/or material that is 1000 square feet or less;
- B.) At least 5 bulk samples from each homogenous area that is greater than 1000 square feet but less than or equal to 5000 square feet; or
- C.) At least 7 bulk samples from each homogenous area that is greater than 5000 square

Thermal System Insulation -

- A.) 3 bulk samples from each homogenous area;
- B.) 1 bulk sample from each homogenous area of patched thermal system insulation if the patched section is less than 6 linear or square feet;
- C.) Samples sufficient to determine whether the material is ACM from each insulated mechanical system where cement is utilized on tees, elbows, or valves.

Miscellaneous Materials -

- A.) 3 samples from each miscellaneous material;
 - B.) 1 sample if the amount of miscellaneous material is less than 6 square or linear feet.
-

The fee structure to conduct the services as outlined above is as follows:

Labor Related Charges

Project Manager	\$ 180. ⁰⁰	
ME DEP Asbestos & Lead Inspection Team	\$1,050. ⁰⁰	(1 site day)
Travel Time/Mileage Charge	\$ 90. ⁰⁰	
Inspection Report	\$ 375. ⁰⁰	

Sampling Charges

Lead Aerosol Samples (ICP/MS)	\$ 95. ⁰⁰ /each **
Lead Wipe Samples (AAS)	\$ 20. ⁰⁰ /each **
Lead Bulks (Total Lead)	\$ 110. ⁰⁰ /each **
Asbestos Bulks (Friable materials)	\$ 20. ⁰⁰ /each ** #
Asbestos Bulks (NOB prep/stop positive)	\$ 15. ⁰⁰ /each ** #
Asbestos Bulks (NOB materials)	\$ 35. ⁰⁰ /each ** #

**** Sample costs are for normal/non-priority sample result turnaround times.**

Sample groups of similar materials will only be analyzed until positive. Therefore, actual billed quantity of asbestos bulk samples can be less than the actual collected number of samples. EPA requires all suspect layers within a sample stratum to be analyzed. Each analyzed layer of a sample is billed at the sample cost.

The **estimated cost of services** based on the above outlined parameters with limited knowledge as to actual quantities and distribution of paint materials that may be encountered during the physical inspection process is as follows:

Project Manager	\$ 180	
ME DEP Asbestos & Lead Inspection Team	\$ 1,050	
Travel Time/Mileage Charge	\$ 90	
Inspection Report	\$ 375	
Lead Aerosol Samples	\$ 380	(3 samples + 1 media blank)
Lead Wipe Samples (AAS)	\$ 720	(est. 36 samples)
Lead Bulks (Total Lead)	\$ 220	(est. 2 samples)
Asbestos Bulks (friable materials)	\$ 240 - 360	(est. 12-18 samples)
Asbestos Bulks (NOB prep/stop positive)	\$ 0	(est. 0 samples)
Asbestos Bulks (NOB materials)	\$ 525 - 840	(est. 15-24 samples)
	\$3,780 - 4,215[#]	

**# This is an estimated cost only based estimations
from a non-assessment site visit/walkthrough.
Actual sample costs could be less or more than those estimated.**

Currently these inspections are not scheduled for a specific timeframe.

A Retainer Payment of \$ 1,850.⁰⁰ or a Purchase Order and a returned signed copy of this proposal are required prior to generation of any project related documents and scheduling site inspections.

A formal written report comprised of analysis data, photographs, marked drawing(s) and recommendations for actions needed for decommission of the firing range space will be completed approximately 10 days following site assessment actions.

If this is acceptable please sign and date below and fax or email it back to me as authorization to proceed on this matter.

If you have any questions, comments, or require additional information please feel free to contact me.

Northeast Test Consultants appreciates the opportunity to provide these services to you.

SUBMITTED BY: JOHN M. BOILARD, RIHT TITLE: OPERATIONS MANAGER

John M.
Boilard
Digitally signed by John M. Boilard
DN: cn=John M. Boilard,
o=Northeast Test Consultants,
ou=NTC,
email=johnb@netest.com, c=US
Date: 2018.04.24 12:02:57 -04'00'

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY NTC IF NOT ACCEPTED WITHIN 60 DAYS.

ACCEPTANCE

BY SIGNING BELOW, CLIENT AGREES TO NTC'S PROPOSAL AND PRICING AS OUTLINED ABOVE, ANY DOCUMENTS ATTACHED HERETO, AND THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE.

PRINTED NAME: _____ TITLE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PURCHASE ORDER#: _____

OTHER METHOD OF PAYMENT:

Prepay by Check (full) _____ (retainer) _____

Credit Card (full) _____ (retainer) _____

Credit Card: Visa / Master Card / American Express / Discover

(Call Office Manager – Deb Knight with confidential credit card info @ 207-854-3939)

TERMS AND CONDITIONS

1.0 PAYMENT - Client will pay Northeast Test Consultants for services and expenses in accordance with the Contract Documents. Unless otherwise expressly agreed, prices quoted are based upon NTC's working one eight hour shift per day and overtime work will be billed at the quoted overtime rate or if none is quoted, at NTC's standard overtime rate for the area for the service type performed. Unless otherwise provided, sales or other taxes are not included in the prices for services and will be added to payments due NTC. Northeast Test Consultants will submit progress invoices to Client weekly together with any reasonable supporting documentation requested by Client and a final invoice upon completion of its services. Each invoice, on presentation, is due and payable by Client. Invoices are past due after 30 days. Past due amounts are subject to a charge on the outstanding balance of the lesser of one and one-half percent per month or part thereof (18 percent per annum) or the maximum permissible by law. Client agrees to pay NTC's attorney's fees, interest, and all other costs incurred in collecting past due amounts. Unless otherwise agreed, Northeast Test Consultants shall be paid in full at the contract rates for any additional services performed at Client's request in excess of those stated in this Agreement. The Client's obligation to pay for the Services contracted for is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of a project. The Client shall remain obligated to pay NTC for the services even though the test results or report produced by NTC may contain conclusions unfavorable to the Client's interests.

2.0 SUBPOENAS - The client is responsible after notification, for payment of time charges and expenses resulting from the required response by Northeast Test Consultants to subpoenas issued by any party, involving any legal or administrative proceeding in which Northeast Test Consultants is not named as a party, in connection with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

3.0 STANDARD OF CARE, WARRANTY DISCLAIMER AND LIABILITY LIMITS - Northeast Test Consultants represents that it will perform Services for Client using that degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services under similar conditions in the same locality as the site(s). NTC's liability, if any, shall be limited to injury or loss caused by its negligence.

4.0 WARRANTY - NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY THE PROPOSAL OR BY ANY REPRESENTATIONS MADE REGARDING THE SERVICES INCLUDED IN THIS AGREEMENT. IN NO EVENT SHALL NORTHEAST TEST CONSULTANTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES. NTC SHALL NOT BE LIABLE FOR DEFICIENCIES IN TANKS, PIPING OR OTHER GOODS OR IN THEIR INSTALLATION.

5.0 The Client acknowledges that Northeast Test Consultants has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site, and Northeast Test Consultants compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to, contamination by, or the presence of such substances or conditions. Accordingly, the client waives any claim against Northeast Test Consultants, its agents, and employees to the extent allowed by law for injury or loss sustained by any party, including the United States, from such exposures or from the presence of any such substance or condition at a site, allegedly arising out of or related to Northeast Test Consultants' performance of services hereunder.

6.0 LIABILITY - NORTHEAST TEST CONSULTANTS' LIABILITY SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED, OR EXTEND TO CLAIMS BEYOND, THE GREATER OF ITS FEE FOR THE SERVICES OR TEN THOUSAND DOLLARS.

7.0 Northeast Test Consultants is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence.

8.0 LIMITATIONS OF METHOD RELIABILITY - The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee that a hazard will be discovered if contamination or other evidence of the hazard is not encountered within the performance of the services as authorized and that conclusions must of necessity be extrapolated from discrete, non-continuous data points. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency and other service variables selected by the Client and that factors other than reliability, including cost, have been considered in the Client's selection of services. Certain methods (e.g. soil gas analysis, non-testing audits, limited-sampling asbestos surveys, asbestos encapsulation) although having inherent reliability limitations, are nevertheless selected for certain applications because of the relative level of reliability achieved at minimal cost. Client agrees that it has knowingly accepted these limitations and the risks attendant thereon and that NTC shall be considered to be at fault (but not necessarily liable) only to the extent that the services selected by the Client are negligently performed.

9.0 CLAIMS - Client agrees to pay NTC's costs (including attorney's fees) of defending itself against any claims Client, a regulatory agency or a third party makes against NTC related to the services that are not adjudicated to be valid.

10.0 INDEMNITY - Client agrees to indemnify and defend Northeast Test Consultants from any liability, loss, cost or expense in connection with the Services, including attorney's fees, claimed for property damage, bodily injury, including death, to any person sustained on, near or in connection with the Work or on or near the Site during performance of the Work, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence or other legal fault of any party indemnified hereunder.

11.0 TERMINATION OF CONTRACT - This Agreement may be terminated by either party upon seven days' written notice. In the event of termination or suspension, Northeast Test Consultants shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses. In the event the contract shall be terminated, the following provisions shall survive the termination and be enforceable by Northeast Test Consultants: 1.0 Payment, 2.0 Subpoenas, 4.0 Warranty, 5.0 Hazardous Material Generation, 6.0 Liability Limit, 8.0 Limitations, 9.0 Claims, 10.0 Indemnity, 17.0 Samples, 22.0 Project Site, 23.0 Disposal.

12.0 UNFORESEEN OCCURRENCES - If, during the performance of services hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Northeast Test Consultants' reasonable judgment significantly affects or may affect the services, the risk involved in providing the services, or the recommended scope of services, Northeast Test Consultants may immediately suspend work and will promptly notify Client thereof. Subsequent to that notification, Northeast Test Consultants may: (a) If practicable, in NTC's sole judgement and with approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification with payment to such date settled as provided in Section 11.0 Termination of Contract.

13.0 - FORCE MAJEURE - Should completion of any portion of the Services be delayed for causes beyond the control of or without the fault or negligence of Northeast Test Consultants including force majeure, the time for performance shall be extended for a period equal to the delay and the parties shall mutually agree on the terms and conditions upon which the Services may be continued. Force majeure includes but is not restricted to, acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of Client's contractors or Agents, fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

14.0 DOCUMENTS - All documents, including reports, drawings, plans, designs and specifications prepared by Northeast Test Consultants or its subcontractors shall, upon receipt of final payment for services hereunder, become the property of Client subject however to Northeast Test Consultants' reservation of its rights as creator to any proprietary information employed in producing the documents or supporting data, including the basic form of the documents which among other things NTC may freely use and retain copies of for its records. The Client understands that these documents are not intended or represented by NTC to be suitable for use beyond the scope of the specific uses or purposes set forth in, or contemplated by, the Contract Documents without Northeast Test Consultants' written permission, adaptation, verification or certification. Any such use will be at the Client's or third party's sole risk.

15.0 NOTICE - All notices or demands shall be in writing, shall be effective upon receipt, and may be served or delivered personally upon the party for whom intended, mailed or transmitted by telefax or similar electronic reproduction to the party for whom intended at the address set forth on the first page of this Agreement. The address of a party may be changed by notice given pursuant to this Section.

16.0 GENERAL PROVISIONS - The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. Neither the Client nor Northeast Test Consultants may delegate, assign, subwrite or transfer its duties or interest in this agreement without the written consent of the other party. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, such provision shall be modified if possible to fulfill the intent of the parties as reflected in the original provision; the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby; and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located. This agreement, including the Contract Documents, represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior agreements, whether written or oral. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

17.0 SAMPLES - Unless otherwise agreed, Northeast Test Consultants is under no obligation to retain test or survey samples after it has submitted the report of analysis to Client. In the event that samples may contain hazardous materials, Client agrees after testing to pay for and: (a) accept the return of such samples or (b) arrange for proper transportation and disposal of such samples. Northeast Test Consultants at no time assumes title to any samples.

18.0 SAFETY - With respect to its own activities in performing Services, Northeast Test Consultants shall take safety precautions required by federal, state and local laws, rules, regulations, statutes or ordinances. Should Client or his contractors be conducting activities on the Site(s), Northeast Test Consultants shall not, except as expressly provided otherwise, be responsible for site safety and shall have no right to direct or stop the work of Client or its contractors, agents, or employees.

19.0 CONFIDENTIALITY - Northeast Test Consultants shall hold confidential all confidential business or technical information obtained from the Client or his affiliates or generated in the performance of such services under this Agreement. Northeast Test Consultants shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of services under this Agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive; or 4) Protection of Northeast Test Consultants against claims or liabilities arising from performance of services under this Agreement. Northeast Test Consultants obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

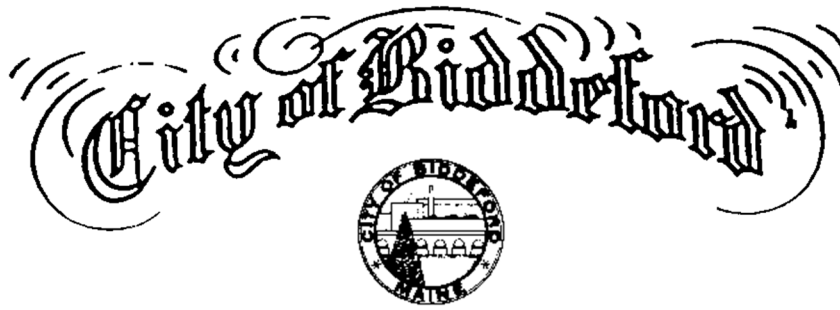
20.0 INVENTIONS - Any and all inventions or discoveries relating to the Services, including improvements and modifications to existing products or processes made or conceived by Northeast Test Consultants or its employees during the term of this Agreement are and shall remain the sole and exclusive property of Northeast Test Consultants.

21.0 REPRESENTATIONS OF CLIENT - Client warrants that all information provided to Northeast Test Consultants regarding the project and project location is complete and accurate to the best of Client's knowledge. Client agrees to furnish Northeast Test Consultants and its agents, subcontractors and consultants a right-of-entry to the project site and all necessary permits, approvals and consents to perform the services included in this Agreement.

It shall be the duty of the Client to advise Northeast Test Consultants of any known or suspected hazardous substances which are or may be related to the services including but not limited to products, materials, by-products, wastes or samples of the foregoing which Northeast Test Consultants may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by NTC employees, agents or subcontractors.

22.0 PROJECT SITE - Reasonable precautions will be taken to minimize damage to the project Site(s) from Northeast Test Consultants' services and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to a site. Client accepts the fact that this is inherent in the work and will not look to Northeast Test Consultants for reimbursement or hold NTC liable or responsible for any such alteration or damage unless due to negligence or intentionally wrongful act. Should Client not be the owner or property or equipment, Client agrees to notify the owner of the possibility of unavoidable alteration and damage and to indemnify and defend Northeast Test Consultants against any claims by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

Client agrees to disclose and identify all utilities serving the Project Site(s) and the presence and accurate location of hidden or obscure objects, including tanks and piping, relative to the services. Client agrees to indemnify and hold harmless Northeast Test Consultants from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden structures (pipes, tanks, telephone cables, etc.) arising from the performance of Northeast Test Consultants' services when the existence of such are not called to its attention or the location not correctly shown on any plans furnished us.



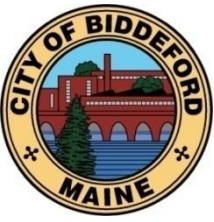
2018.92

IN BOARD OF CITY COUNCIL...AUGUST 21, 2018

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to sign an agreement with Ransom Consulting, Inc for services required to complete an appeal to the 2017 Preliminary Flood Insurance Rate Maps issued by FEMA for the Biddeford coastline. The Phase II(b) work includes transect-based analysis and mapping and the preparation of the appeal documentation. Phase II(b) costs shall not exceed \$41,060.

Note: The funding source for this authorization shall be 21111-60798 *Contingency*; this order represents a reallocation of funds previously authorized by Council Order 2017.102. See the City Planner's memorandum included in the Council Packet for more information.

Note: Expenditures from the Contingency account require a 2/3 council authorization.



CITY OF BIDDEFORD PLANNING DEPARTMENT

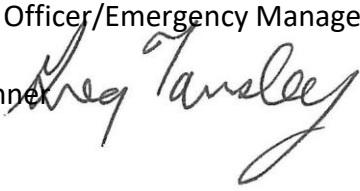
Greg D. Tansley, A.I.C.P.
205 Main Street, PO Box 586
Biddeford, ME 04005
(207) 284-9115

Greg.Tansley@Biddefordmaine.org

MEMORANDUM

To: Mayor Casavant
Council President McCurry & Members of City Council
J. Bennett, City Manager

CC: B. Phinney, Chief Operating Officer
M. Eddy, Planning and Development Director
R. Fecteau, Code Enforcement Officer/Emergency Management Director

From: Greg Tansley, A.I.C.P., City Planner 

Date: August 15, 2018

Re: **Phase II(b) Contract to Complete the Appeal Process of the 2017 Preliminary Flood Insurance Rate Maps**

In City Council Order 2017.102 the Council authorized (from contingency) the City Manager to enter into an agreement with Ransom Consulting, Inc., to prepare an appeal of FEMA's 2017 Preliminary Flood Insurance Rate Maps. The Order specified work as Phase I, Phase II(a) and Phase II(b) with a stipulation that Phase II(b) requires a separate authorization. To date Phases I and II(a) have been completed. The original approval authorized and expenditure of up to \$72,500 for Phase I and Phase II(a) services. The \$72,500 was based on a projection of the number of communities we anticipated would join in the appeal process.

More communities joined the appeal than anticipated, reducing the city's costs significantly. To date, signaling the end of the Phase I and Phase II(a) work, we have expended \$31,440 which leaves \$41,060 unspent from the original authorization.

Staff requests that the City Council further authorize the Phase II(b) work to move forward utilizing the previously authorized unspent \$41,060. Although the Consultant's estimate for the Phase II(b) work is between \$30,000 and \$35,000, staff requests authorization of the full \$41,060 should additional unanticipated work be required to successfully submit the appeal.

Please note that the 90-day appeal period for the maps began August 1, and will end October 29, therefore time is of the essence.

In sum, no additional funding is requested beyond that already authorized in 2017. This request is simply to reallocate the unspent funds from the first 2 phases of work into Phase II(b) to complete the appeal submittal.

15



Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
APPEAL START

July 18, 2018

The Honorable Alan Casavant
Mayor, City of Biddeford
City Hall
205 Main Street
Biddeford, Maine 04005

Community: City of Biddeford,
York County,
Maine
Community No.: 230145

Dear Mayor Casavant:

On April 14, 2017 and March 28, 2018, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) provided your community with Revised Preliminary copies of the revised Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for York County, Maine (All Jurisdictions). FEMA has posted digital copies of these revised FIRM and FIS report materials to the following Website: <https://www.fema.gov/view-your-communitys-preliminary-flood-hazard-data>. The Preliminary FIRM and FIS report include proposed flood hazard information for certain locations in the City of Biddeford, York County, Maine. The proposed flood hazard information may include addition or modification of Special Flood Hazard Areas, the areas that would be inundated by the base (1-percent-annual-chance) flood; base flood elevations or depths; zone designations; or regulatory floodways.

We have published a notice of the proposed flood hazard determinations in the *Federal Register* and will publish a public notification concerning the appeal process (explained below) in *The Journal Tribune* on or about July 25, 2018 and August 1, 2018. We will also publish a separate notice of the flood hazard determinations on the "Flood Hazard Determinations on the Web" portion of the FEMA Website (www.fema.gov/plan/prevent/fhm/bfe). We have enclosed copies of the notice published in the *Federal Register* and the newspaper notice for your information.

These proposed flood hazard determinations, if finalized, will become the basis for the floodplain management measures that your community must adopt or show evidence of having in effect to qualify or remain qualified for participation in the National Flood Insurance Program (NFIP). However, before any new or modified flood hazard information is effective for floodplain management purposes, FEMA will provide community officials and citizens an opportunity to appeal the proposed flood hazard information presented on the preliminary revised FIRM and FIS report posted to the above-referenced Website.

Section 110 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) is intended to ensure an equitable balancing of all interests involved in the setting of flood hazard determinations. The legislation provides for an explicit process of notification and appeals for your community and for private persons prior to this office making the flood hazard determinations final. The appeal procedure is outlined below for your information and in the enclosed document titled *Criteria for Appeals of Flood Insurance Rate Maps*.

During the 90-day appeal period following the second publication of the public notification in the above-named newspaper, any owner or lessee of real property in your community who believes his or her property rights will be adversely affected by the proposed flood hazard determinations may appeal to you, or to an agency that you publicly designate. It is important to note, however, that the sole basis for such appeals is the possession of knowledge or information indicating that the proposed flood hazard determinations are scientifically or technically incorrect. The appeal data must be submitted to FEMA during the 90-day appeal period. Only appeals of the proposed flood hazard determinations supported by scientific or technical data can be considered before FEMA makes its final flood hazard determination at the end of the 90-day appeal period. Note that the 90-day appeal period is statutory and cannot be extended. However, FEMA also will consider comments and inquiries regarding data other than the proposed flood hazard determinations (e.g., incorrect street names, typographical errors, omissions) that are submitted during the appeal period, and will incorporate any appropriate changes to the revised FIRM and FIS report before they become effective.

If your community cannot submit scientific or technical data before the end of the 90-day appeal period, you may nevertheless submit data at any time. If warranted, FEMA will revise the FIRM and FIS report after the effective date. This means that the revised FIRM would be issued with the flood hazard information presently indicated, and flood insurance purchase requirements would be enforced accordingly, until such time as a revision could be made.

Any interested party who wishes to appeal should present the data that tend to negate or contradict our findings to you, or to an agency that you publicly delegate, in such form as you may specify. We ask that you review and consolidate any appeal data you may receive and issue a written opinion stating whether the evidence provided is sufficient to justify an official appeal by your community in its own name or on behalf of the interested parties. Whether or not your community decides to appeal, you must send copies of individual appeals and supporting data, if any, to:

Alex Sirotek, Region 1 Service Center
CDM Smith
75 State Street, Suite 701
Boston, Massachusetts 02109

Kerry Bogdan, Risk Analysis Branch Chief
U.S. Department of Homeland Security
Federal Emergency Management Agency
99 High Street, 6th Floor
Boston, Massachusetts 02110

If we do not receive an appeal or other formal comment from your community in its own name within 90 days of the second date of public notification, we will consolidate and review on their own merits such appeal data and comments from individuals that you may forward to us, and we will make such modifications to the proposed flood hazard information presented on the revised FIRM and in the revised FIS report as may be appropriate. If your community decides to appeal in its own name, all individuals' appeal data must be consolidated into one appeal by you, because, in this event, we are required to deal only with the local government as representative of all local interests. We will send our final decision in writing to you, and we will send copies to the community floodplain administrator, each individual appellant, and the State NFIP Coordinator.

All appeal submittals will be resolved by consultation with officials of the local government involved, by

an administrative hearing, or by submission of the conflicting data to an independent scientific body or appropriate Federal agency for advice. Use of a Scientific Resolution Panel (SRP) is also available to your community in support of the appeal resolution process when conflicting scientific or technical data are submitted during the appeal period. SRPs are independent panels of experts in hydrology, hydraulics, and other pertinent sciences established to review conflicting scientific and technical data and provide recommendations for resolution. An SRP is an option after FEMA and community officials have been engaged in a collaborative consultation process for at least 60 days without a mutually acceptable resolution of an appeal. Please refer to the enclosed "Scientific Resolution Panels" Overview for additional information on this resource available to your community.

FEMA will make the reports and other information used in making the final determination available for public inspection. Until the conflict of data is resolved and the revised FIRM becomes effective, flood insurance available within your community will continue to be available under the effective NFIP map, and no person shall be denied the right to purchase the applicable level of insurance at chargeable rates.

The decision by your community to appeal, or a copy of its decision not to appeal, should be filed with this office no later than 90 days following the second publication of the flood hazard determination notice in the above-named newspaper. Your community may find it appropriate to call further attention to the proposed flood hazard determinations and to the appeal procedure by using a press release or other public notice.

If warranted by substantive changes, during the appeal period we will send you Revised Preliminary copies of the revised FIRM and FIS report. At the end of the 90-day appeal period and following the resolution of any appeals and comments, we will send you a Letter of Final Determination, which will finalize the flood hazard information presented on the revised FIRM and FIS report and will establish an effective date.

If you have any questions regarding the proposed flood hazard determinations, revised FIRM panels, or revised FIS report for your community, please call our FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627) or e-mail the FMIX staff at FEMAMapSpecialist@riskmapcds.com.

Sincerely,



Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

List of Enclosures:

Newspaper Notice
Proposed Flood Hazard Determinations *Federal Register* Notice
Criteria for Appeals of Flood Insurance Rate Maps
"Scientific Resolution Panels" Overview

cc: Community Map Repository
Roby Fecteau, Director of Code Enforcement and Emergency Management, City of Biddeford
James Bennett, City Manager, City of Biddeford
Gregory J. Copeland, PLS, Engineering Programs Manager, GIS Coordinator, City of Biddeford
Thomas Milligan, Jr. PE, PLS, City Engineer, City of Biddeford
Greg Tansley, A.I.C.P., City Planner, City of Biddeford
Johnathan Malloy, Planning Engineer, City of Biddeford
Carmen J. Morris, City Clerk, City of Biddeford
Jeff Demers, Public Works Director, City of Biddeford
Sue Baker, CFM, State NFIP Coordinator, Floodplain Management Program, Maine Department of
Agriculture, Conservation and Forestry
Joe Legee, Acting Director, Mitigation, Preparedness, and Recovery Division, Maine Emergency
Management Agency
Arthur W. Cleaves, Director, York County Emergency Management Agency
Alex Sirotek, Regional Service Center, Region I
Brian Caufield, Project Manager, Compass Region I
Kerry Bogdan, Risk Analysis Branch Chief, FEMA Region I

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

Proposed Flood Hazard Determinations for York County, Maine (All Jurisdictions)

The Department of Homeland Security's Federal Emergency Management Agency (FEMA) has issued a preliminary Flood Insurance Rate Map (FIRM), and where applicable, Flood Insurance Study (FIS) report, reflecting proposed flood hazard determinations within York County, Maine (All Jurisdictions). These flood hazard determinations may include the addition or modification of Base Flood Elevations, base flood depths, Special Flood Hazard Area boundaries or zone designations, or the regulatory floodway. Technical information or comments are solicited on the proposed flood hazard determinations shown on the preliminary FIRM and/or FIS report for York County, Maine (All Jurisdictions). These flood hazard determinations are the basis for the floodplain management measures that your community is required to either adopt or show evidence of being already in effect in order to qualify or remain qualified for participation in the National Flood Insurance Program. However, before these determinations are effective for floodplain management purposes, you will be provided an opportunity to appeal the proposed information. For information on the statutory 90-day period provided for appeals, as well as a complete listing of the communities affected and the locations where copies of the FIRM are available for review, please visit FEMA's website at www.fema.gov/plan/prevent/fhm/bfe, or call the FEMA Map Information eXchange (FMIX) toll free at 1-877-FEMA MAP (1-877-336-2627).

Tansley, Greg

From: Nathan Dill <nathan.dill@ransomenv.com>
Sent: Wednesday, August 1, 2018 6:54 PM
To: Tansley, Greg
Subject: FEMA appeal Phase II Task order
Attachments: Biddeford-PhaseII_TO.pdf

Hello Greg,

We have taken a look at how the Phase I result compare to FEMA's proposed mapping in Biddeford. We see there are many properties surrounding the Biddeford Pool area that may have their flood map determination improved by an appeal. We've attached a Task Order for additional services to assist the City prepare an appeal for this area. Please take a look and return a signed copy if you'd like us to proceed. Feel free to call my cell if you have any questions/concerns (225) 892-3785.

I'm sure you are aware that the Journal Tribune has finally published the correct 2nd notice, which means the 90-day appeal period starts today (October 29 deadline). FEMA also made notice on their website here: <https://hazards.fema.gov/femaportal/STAMPFHDREST/FHD//PDF/NOTICE/ID/70097135>

Would you please send a copy of the notification letter that was sent to the city a couple weeks ago. It should have been addressed to the Mayor, Alan Casavant.

Thanks,
Nate

Nathan L. Dill, P.E.
Project Manager/Senior Specialist
RANSOM CONSULTING, INC.
Tel: (207)772-2891 * Cell: (225)892-3785
www.ransomenv.com



Task Order

400 Commercial Street, Suite 404, Portland, Maine 04101, Tel (207) 772-2891, Fax (207) 772-3248

Byfield, Massachusetts ☐ Portsmouth, New Hampshire ☐ Hamilton, New Jersey ☐ Providence, Rhode Island

www.ransomenv.com

To: Greg Tansley, City Planner, City of Biddeford, Maine
From: Nathan Dill, P.E. Ransom Consulting, Inc.
Date: August 1, 2018
Subject: Task Order 001 – Phase II FEMA Flood Map Appeal

In accordance with our proposal dated September 11, 2017, Ransom has prepared the following task order for continued assistance with appeal of the 2017 Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM).

TASK ORDER 001 – PHASE II FEMA APPEAL – TRANSECT-BASED CALCULATIONS, REVISED MAPPING, AND APPEAL PREPARATION:

This task order is for the completion of Task 5 and Task 6, as further described in our September 11, 2017 proposal and summarized below.

- **Task 5 – Transect-based Analysis and Mapping for Five Priority Wave Transects:** Ransom has compared the Phase I model results to preliminary engineering data submitted by FEMA and identified the five wave transects shown in Figure 1 below as a priority for re-evaluation. These transects have been identified as YK-127, YK-125, YK-124, YK-121, and YK-120 in the preliminary Flood Insurance Study. Our review of FEMA's data and comparison with Phase I model results suggests that FEMA has over-estimated the incident wave height and wave setup at these transects resulting in incorrect Base Flood Elevations (BFEs) and flood zone delineation for the surrounding area.

Task 5 will involve re-evaluation of the overland wave height and wave run-up for the area associated with these transects, determination of revised BFEs, and re-mapping of the Special Flood Hazard Area following FEMA approved methods.

- **Task 6 – Appeal Documentation Preparation and Submission:** For this task Ransom will compile the necessary documentation to meet FEMA's requirements for a formal appeal and prepare a final appeal report with digital data submission and assist the City in submitting the appeal to FEMA during the 90-day statutory appeal period.

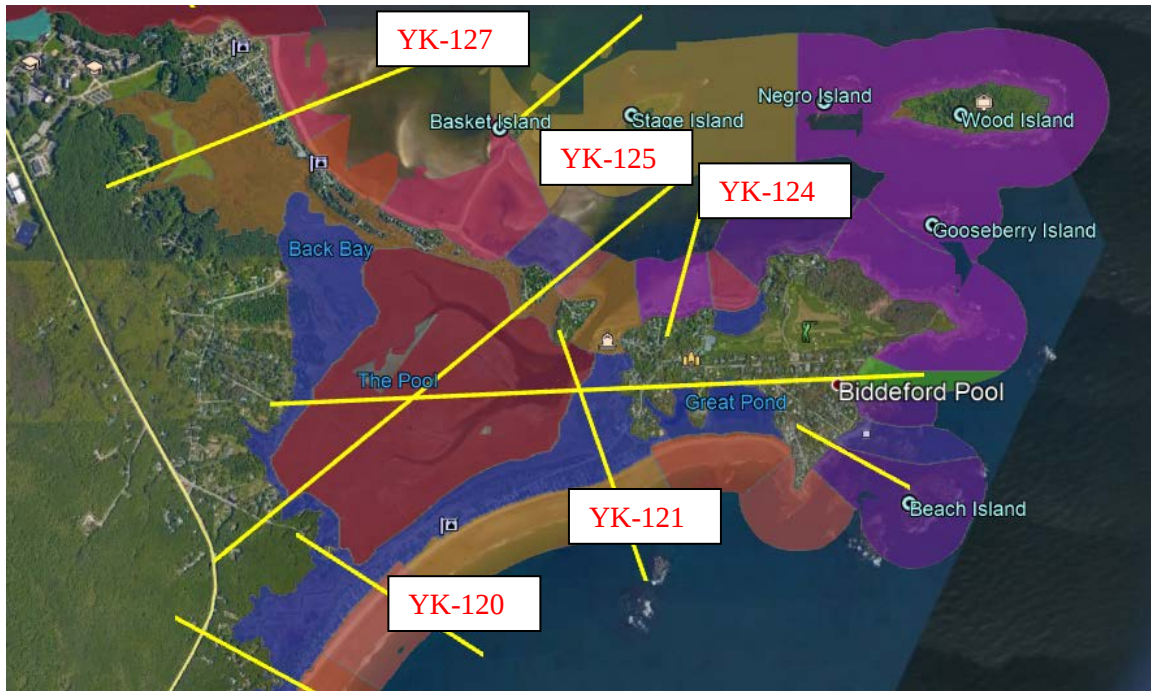


Figure 1. Recommended Priority Transects for Re-evaluation, Hills Beach, Biddeford Pool, and Fortunes Rocks Beach.

ESTIMATED COST:

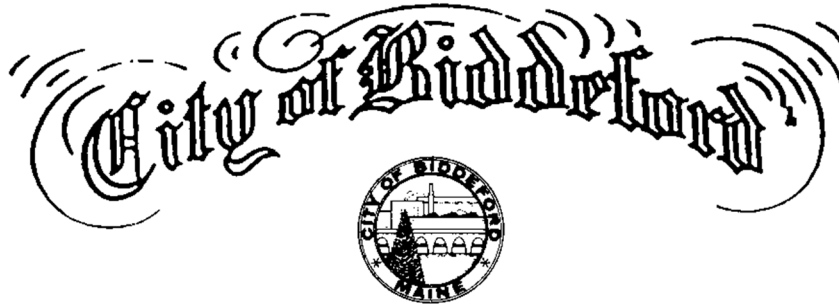
All work performed as part of this Task Order will be billed on time and material basis in accordance with the terms and conditions in our September 11, 2017 proposal. Every attempt will be made to complete the effort without exceeding the estimated cost. Ransom will contact you in the event that unforeseen conditions are encountered or if additional efforts are necessary to complete the appeal process and will provide an estimate for these additional efforts, if required.

Task Order	Task Description	Ransom Fees
005	Task 5 – Transect-based Analysis and Mapping for Five Priority Wave Transects	\$20,000 - \$25,000
005	Task 6 – Appeal Documentation Preparation	\$10,000
TOTAL ESTIMATED COST:		\$30,000 – \$35,000

Nathan Dill will serve as day-to-day project manager for this project. In the event that Nathan is unavailable, please contact Peter Sherr.

Approved: _____
City of Biddeford

Date: _____



2018.93

IN BOARD OF CITY COUNCIL...AUGUST 21, 2018

BE IT ORDERED, that the Finance Director is authorized to create dedicated reserve accounts under the listed fund balance accounts, and transfer remaining balances identified from the FY 2018 Budget to said dedicated accounts as herein named in amounts not to exceed those stated, as of June 30, 2018 deducting any encumbrances:

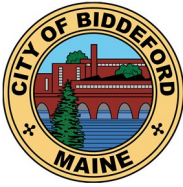
10013-30101, General Fund Assigned Fund Balance

<u>FY18 Account #</u>	<u>Description</u>	<u>Amount</u>
21201-60904	City Hall Improvements	25,000
21201-60907	IT Improvements	20,006
21201-60926	Telephone System	5,915
21202-60463	Park Improvements/Amenities	49,997
21202-60905	Community Center Repairs	50,000
21202-60950	Rotary Park Improvements	15,000
21203-60936	FD Building Improvements	82,821
21162-60462	Road Painting (work underway estimated completion 8/15/18)	6,534
21164-60502	Solid Waste Commission	6,093
21204-60604	Road Construction (projects in design, construction ongoing)	353,696
21204-60906	PW Facility Repairs	12,000
21204-60925	PW Equipment Lease – Chipper	6,000
21204-60942	PW Salt Shed Improvements	65,000
21204-60970	Thacher Brook Watershed (projects underway, local share)	52,735
21204-60979	Saco River Projects	190,000
21204-60980	PACTS Projects	114,800
21204-60983	Main Street – Sidewalks (project still continuing)	60,019
	Total	1,115,616

16013-30101, Wastewater Assigned Fund Balance

<u>FY17 Account #</u>	<u>Description</u>	<u>AMOUNT</u>
35101-40250	Inflow & Infiltration Reserve (Sec 70-170)	75,603
35102-60501	Op Supplies/Equip (CSO Flow Monitors-Horrigans)	18,970
35102-60310	Service Contracts – Flow Monitoring Equipment	25,774
35102-60605	Sewer Construction/Imp	541,840
	FMI Pump Station Upgrade	
	Process water to CSO	
	Install Green Infrastructure	
	Total	\$662,187

BE IT FURTHER ORDERED, that the City Manager be authorized to expend from the above dedicated reserves for expenses related to on-going project costs as approved in accordance with the Purchasing Code.



City of Biddeford

Chief Operating Officer/Technology Dept/IPP
P.O. Box 586 • 205 Main Street
Biddeford, ME 04005
Phone: (207) 571-0032 • Fax: (207) 571-0656

Briefing Memo

TO: Chairman John McCurry and Members of the Finance Committee

CC: James Bennett, City Manager
Cheryl Fournier, Finance Director

FROM: Brian S. Phinney, COO/Technology/IPP

DATE: August 17, 2018

RE: Approval and Allocation of the FY2019 Capital Project List

On July 17, the Capital Projects/Operations Committee unanimously approved the proposed FY2019 CIP request totaling \$1,515,547. The *Proposed Allocation* column on the attached sheet represents the approved amounts with the order of items representing the priority.

One item that was not specifically approved was the Technology CIP section. The Committee approved the total allocation of \$125,000 but not the specific items. The "Attachment 1: Capital Projects/Operations Committee FY2019 Recommended CIP Allocations-Revised" includes the detail for the Technology request. It was noted at the time of the Committee's review that an evaluation of the virtual operating environment, service life of critical network components, and a change in the needs of departments, the PD in particular, warranted a strategic change to the CIP request to address the changing work environment.

Also included for review is the 2019 Paving Plan (Attachment 2) as presented by Jeff Demers as well as the original submittal dated July 12, 2018 from Cheryl Fournier (Attachment 3).

ATTACHMENT 1

Capital Projects/Operations Committee FY2019 Recommended CIP Allocations - Revised

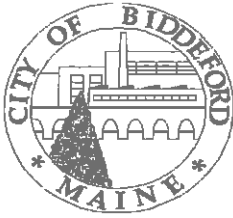
Airport		Requested Amount	Proposed Allocation
AIR-03	Handicap Accessible Doors	2,500	2,500
		2,500	2,500
City Hall		Requested Amount	Proposed Allocation
General Government			
CH-02	Saco River/Wood Island Debris	150,000	50,000
CH-03	Streetlights Conversion - LED (savings)	(savings)	
Technology			
CH-IT	IT Projects		
CH-12	Hyperconverge	75,000	87,388
CH-09	File Server Replacement	34,395	11,500
CH-07	Desktop Refresh	38,610	19,033
CH-14	Vision Software Program	20,000	20,000
CH-15	WiFi Device Program	3,800	
CH-13	Switch Replacement	3,420	
CH-04	Citizen Self Serve-Munis (replace Invoice Cloud)	10,563	
CH-05	Citrix File Share		8,000
CH-10	MS Office Upgrade	6,736	
	Carry-over (21201-60907, 21201-60926) ¹		(20,921)
		342,524	175,000
Engineering		Requested Amount	Proposed Allocation
ENG-08	Main Street Sidewalk Improvements	640,000	
ENG-10	PACTS MPI Main St	330,750	
	Main Street/Downtown Improvements		250,000
ENG-12	River Wall Repair - Adjacent to	300,000	
ENG-13	Thatcher Brook 319	52,735	
ENG-14	Thatcher Brook Watershed Mgmt Plan Phase II	73,160	
		1,396,645	250,000
Facilities		Requested Amount	Proposed Allocation
FAC-01	City Hall Heat	100,000	100,000
FAC-04	City Hall Windows	25,000	
FAC-06	Community Center Fire Alarm Monitoring	4,000	
FAC-16	Public Works Cold Storage	50,000	
FAC-19	Public Works Radio Box	4,000	
FAC-21	St Louis Field Heating System	9,800	
		192,800	100,000
Fire Dept		Requested Amount	Proposed Allocation
FD-06	Fire Gear Washer Extractor	15,000	15,000
FD-07	Ocean Rescue Boat	25,000	
		40,000	15,000
McArthur Library		Requested Amount	Proposed Allocation
ML-02	Carpeting Replacement	5,000	
ML-04	LED Lighting - Efficiency Improvements	1,100	
ML-05	Painting of 1863 Entrance	3,900	
		10,000	-

Police		Requested Amount	Proposed Allocation
PD-02	Parking Enforcement	20,000	
		20,000	-
Public Works		Requested Amount	Proposed Allocation
Public Works	024 Wastepacker (updated 5/1/18 2018.39) [10 year]	282,935	39,186
Public Works	064 Single Axle Plow Truck [10 year]	175,000	24,237
Parks Dept	552 1 Ton Dump Truck [7 year]	48,000	6,624
Parks Dept.	585 Pickup [no loan]	32,000	32,000
City Hall	081 Car for Code Enforcement [no loan]	18,000	18,000
City Hall	084 Car for Assessing [no loan]	18,000	18,000
Recreation	Add Van for Recreation Dept [no loan]	35,000	35,000
PW-01 [Note]	5 Year Vehicle/Equipment Replacement Program	608,935	173,047
PW-01 [Note]	076 Single Axle Plow Truck (paid by TIF transfer) [no loan]	175,000	175,000
PW-02	Capital Paving Program	1,306,736	500,000
PW-05	Tree Management Plan	20,000	
		2,110,671	848,047
Recreation		Requested Amount	Proposed Allocation
REC-12	Mayfield Middle Field	4,500	4,500
REC-06	Court Resurface	16,000	18,500
REC-18	Park Security Camera	10,000	10,000
REC-03	Clifford Park MCC	5,000	5,000
REC-31	Rotary Park Gate	15,285	18,500
REC-15	Mayfield Playground Equipment	12,000	12,000
REC-20	Park Signage	4,000	4,000
REC-25	Rotary Beach	50,000	50,000
REC-16	Park Benches	2,500	2,500
REC-36	St Louis Field Ball Reducer-Backstop	15,000	
REC-40	Trash Cans	1,400	
REC-26	Rotary Master Plan	100,000	
REC-35	Skatepark Improvements	15,000	
REC-02	Clifford Park Grant Match	30,000	
REC-38	St Louis I Seating/Foul Ball	25,000	
		305,685	125,000
Total		4,420,825	1,515,547

Note:

General Fund	See detail above	608,935
General Fund	076 Single Axle Plow Truck (paid by TIF transfer)	175,000
Wastewater	604 Single Axle	160,000
School Dept.	419 School Bus	87,000
School Dept.	420 School Bus	87,000
PW-01	Total FY2019 CIP Program	1,117,935

¹ Hyperconverge transition implemented one year early to address EORS of SAN and to obtain system-wide efficiencies associated with virtual operating environment. Minimum required for implementation with phase out of VMWare.



City of Biddeford, Maine
Public Works Department
371 Hill Street Biddeford, Maine 04005
Phone: (207) 282-1579 Fax: (207) 286-9395

To: Mayor Casavant, City Council
Jim Bennett/ City MNG, Brian Phinney/ ECO
From: Jeff Demers, Director of Public Works/Wastewater Division

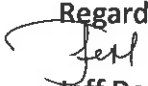
Dear City Council Members:

Please see the attached documents outlining the proposed 5 year Capital Paving Program for FY 19.

I will be presenting the Public Works Departments recommendations to the Capital Projects Committee on July 17, 2018 for approval.

Please note today's liquid asphalt prices compared to this time last year. We have seen a significant increase in price, which directly affected the amount of paving that will be completed, versus what was estimated to be completed, in the FY 18 Capital Improvement Plan.

Regards,


Jeff Demers
Director of Public Works/Wastewater

**PROPOSED CAPITAL PAVING PROGRAM
FY 19**

CARRIED OVER FROM FY 18 CIP			
REQUESTED BUDGET : \$1,306,736			
Proposed Allocation : \$500,000			
Highlighted Roads will be moved into FY 20 CIP			
STREET	LENGTH	AMOUNT	
	IN FEET		
Cherry Lane	490	\$ 31,360	
Lester B. Orcutt Blvd	4,350	\$ 228,400	
Little Creek drive	580	\$ 37,120	
Mason Street	1,540	\$ 98,560	
Mount Pleasant Street	1465	\$ 93,760	
Pearl Street	4,000	\$ 256,000	
Quimby Street	955	\$ 61,120	
Rugby Street	330	\$ 21,120	
Sheltra Street	570	\$ 36,480	
Simard Street	800	\$ 51,200	
Tibbetts Street	460	\$ 29,440	
Vine Street	1,300	\$ 83,200	
Westwood Drive	1,900	\$ 121,600	
Paving Software progra hm		\$ 50,000	
Totals :	7,815	\$ 501,120	
Mileage :	1.5		
STREET	LENGTH	AMOUNT	
	IN FEET		
Bald Ave.	300	\$ 19,200	
Calixte Lane	540	\$ 34,560	
Center St.	720	\$ 46,080	
Clark Street	395	\$ 25,280	
Crestwood Drive	1,330	\$ 85,120	
Cottage St.	360	\$ 23,040	
Drapeau St.	1,150	\$ 73,600	
George St.	1,070	\$ 68,480	
Granite Point Road (Portion)	3,500	\$ 224,000	
Grayson St.	1,830	\$ 117,120	
Mayflower Drive	700	\$ 44,800	
Paquin AVE.	1,740	\$ 111,360	
Pomerleau St.	1,000	\$ 64,000	
Vincent AVE.	650	\$ 41,600	
Total:	15,285	\$ 978,240	
Mileage :	2.89	\$ -	

**PROPOSED CAPITAL PAVING PROGRAM
FY 19**

CARRIED OVER FROM FY 18 CIP			
REQUESTED BUDGET : \$1,306,736			
Proposed Allocation : \$500,000			
Highlighted Roads will be moved into FY 20 CIP			
STREET	LENGTH	AMOUNT	
	IN FEET		
Cherry Lane	490	\$	31,360
Lester B. Orcutt Blvd	4,350	\$	278,400
Little Creek drive	580	\$	37,120
Mason Street	1,540	\$	98,560
Mount Pleasant Street	1465	\$	93,760
Pearl Street	4,000	\$	256,000
Quimby Street	955	\$	61,120
Rugby Street	330	\$	21,120
Sheltra Street	570	\$	36,480
Simard Street	800	\$	51,200
Tibbetts Street	460	\$	29,440
Vine Street	1,300	\$	83,200
Westwood Drive	1,900	\$	121,600
Totals :	7,815	\$	501,120
Mileage :	1.5		
STREET	LENGTH	AMOUNT	
	IN FEET		
Bald Ave.	300	\$	19,200
Calixte Lane	540	\$	34,560
Center St.	720	\$	46,080
Clark Street	395	\$	25,280
Crestwood Drive	1,330	\$	85,120
Cottage St.	360	\$	23,040
Drapeau St.	1,150	\$	73,600
George St.	1,070	\$	68,480
Granite Point Road (Portion)	3,500	\$	224,000
Grayson St.	1,830	\$	117,120
Mayflower Drive	700	\$	44,800
Paquin AVE.	1,740	\$	111,360
Pomerleau St.	1,000	\$	64,000
Vincent AVE.	650	\$	41,600
Total:	15,285	\$	978,240
Mileage :	2.89	\$	-
Grand Total:		\$	1,479,360

**PROPOSED CAPITAL PAVING PROGRAM
FY 20**

Requested Budget : \$1,500.000					
STREET	LENGTH IN FEET	AMOUNT			
Buzzell Road	6,100	\$ 390,400			
Bracket Point Road	710	\$ 45,440			
Cross Street	170	\$ 10,880			
Cutts Street	880	\$ 56,320			
East Crsent cove Lane	520	\$ 33,280			
Fogg Avenue	440	\$ 28,160			
Fox Hollow Drive	500	\$ 32,000			
Granite Point Road	8,000	\$ 512,000			
Harrison Avenue	785	\$ 50,240			
Herring Avenue	530	\$ 33,920			
Hooper Street	620	\$ 39,680			
Inner Circle	400	\$ 25,600			
Ivy St.	200	\$ 12,800			
Kid Circle	135	\$ 8,640			
Lambert St.	510	\$ 32,640			
Lambert Street	510	\$ 32,640			
Lester B. Orcutt Blvd	3,400	\$ 217,600			
Lindale street	1,270	\$ 81,280			
Little Creek Drive	580	\$ 37,120			
Maple Street	470	\$ 30,080			
Mason St.	900	\$ 57,600			
Mt. Pleasant St.	1,465	\$ 93,760			
Myrtle Street	940	\$ 60,160			
Oakwood Circle	250	\$ 16,000			
Oakwood lane	500	\$ 32,000			
Paquin Avenue	1,740	\$ 111,360			
Parent Avenue	260	\$ 16,640			
Pearl St.	510	\$ 32,640			
Penny Avenue	600	\$ 38,400			
Piersons lane	685	\$ 43,840			
Pike Street	2,400	\$ 153,600			
Pinewood Circle	770	\$ 49,280			
Pool St.	4,000	\$ 256,000			
Rathier Street	700	\$ 44,800			
Raymond Street	1,840	\$ 117,760			
Seventh Street	1,410	\$ 90,240			
Sheltra Ave.	570	\$ 36,480			

**PROPOSED CAPITAL PAVING PROGRAM
FY 20**

Stone St.	640	\$	40,960			
Stone Street	640	\$	40,960			
Sullivan Street	1,080	\$	69,120			
Thorndike Avenue	750	\$	48,000			
Tibbetts Ave.	460	\$	29,440			
Twin Island drive	1,365	\$	87,360			
Valarie Circle	170	\$	10,880			
Victory Avenue	600	\$	38,400			
Village Lane	2,020	\$	129,280			
Vincent Ave.	650	\$	41,600			
Vine St.	650	\$	41,600			
Vine Street	1,300	\$	83,200			
Wentworth Court	200	\$	12,800			
Wentworth Street	1,490	\$	95,360			
Westfield St.	1,205	\$	77,120			
Westwood Drive	1,900	\$	121,600			
Williams Court	145	\$	9,280			
Wilson Street	850	\$	54,400			
Windsor Lane	300	\$	19,200			
Grand Totals :	62,685	\$	4,011,840			
Centerline Mileage :	11.9					

**PROPOSED CAPITAL PAVING PROGRAM
FY 21**

7/10/2018

Requested Budget : \$1,500,000					
STREET	LENGTH	AMOUNT			
Adams St.	1,010	\$ 55,550			
Alexander Dr.	1,530	\$ 84,150			
Bacon St.	1,210	\$ 66,550			
Belmont Ave.	670	\$ 36,850			
Congress St.	645	\$ 35,475			
Dartmouth St.	1,030	\$ 56,650			
Debbie Ave.	540	\$ 29,700			
Deer Run Dr.	900	\$ 49,500			
Harding St.	1,090	\$ 59,950			
Harmon St.	420	\$ 23,100			
Harvey St.	850	\$ 46,750			
Hazel St.	285	\$ 15,675			
Herring Ave.	450	\$ 24,750			
High St.	1,290	\$ 70,950			
Hubert St.	620	\$ 34,100			
Indian Ridge Dr.	1,550	\$ 85,250			
John St.	370	\$ 20,350			
Judge St.	350	\$ 19,250			
Landry St.	4,375	\$ 240,625			
Laurier St.	610	\$ 33,550			
Lemieux St.	350	\$ 19,250			
Leon St.	620	\$ 34,100			
Meadow View Dr.	230	\$ 12,650			
Mt. Vernon St.	740	\$ 40,700			
Oak St.	950	\$ 52,250			
Ocean Ave	3,370	\$ 185,350			
Parkview Court	780	\$ 42,900			
Paul St.	520	\$ 28,600			
Penny Ave.	600	\$ 33,000			
		\$ -			
		\$ -			
Totals :	27,955	\$ 1,537,525			
Mileage :	5.3				

2016 Liquid Asphalt Prices

East Coast/North East Selling Prices
New Specification for Bids opened beginning
 March 9th, 2011

Date	English Price	Metric Price
1/4/2016	395.00	435.41
1/11/2016	395.00	435.41
1/18/2016	395.00	435.41
1/25/2016	395.00	435.41
2/1/2016	395.00	435.41
2/8/2016	395.00	435.41
2/15/2015	395.00	435.41
2/22/2016	395.00	435.41
2/29/2016	395.00	435.41
3/7/2016	385.00	424.38
3/14/2016	385.00	424.38
3/21/2016	385.00	424.38
3/28/2016	385.00	424.38
4/4/2016	382.50	421.63
4/11/2016	377.50	416.12
4/18/2016	377.50	416.12
4/25/2016	370.00	407.85
5/2/2016	370.00	407.85
5/9/2016	370.00	407.85
5/16/2016	365.00	402.34
5/23/2016	352.50	388.56
5/30/2016	352.50	388.56
6/6/2016	352.50	388.56
6/13/2016	342.50	377.54
6/20/2016	342.50	377.54
6/27/2016	342.50	377.54
7/4/2016	347.50	383.05
7/11/2016	357.50	394.07
7/18/2016	360.00	396.83
7/25/2016	360.00	396.83
8/1/2016	360.00	396.83
8/8/2016	360.00	396.83
8/15/2016	357.50	394.07
8/22/2016	357.50	394.07
8/29/2016	357.50	394.07
9/5/2016	355.00	391.31
9/12/2016	352.50	388.56
9/19/2016	350.00	385.80
9/26/2016	350.00	385.80
10/3/2016	347.50	383.05
10/10/2016	347.50	383.05
10/17/2016	347.50	383.05

10/24/2016	347.50	383.05
10/31/2016	347.50	383.05
11/7/2016	347.50	383.05
11/14/2016	347.50	383.05
11/21/2016	347.50	383.05
11/28/2016	347.50	383.05
12/5/2016	347.50	383.05
12/12/2016	347.50	383.05
12/19/2016	347.50	383.05
12/26/2016	347.50	383.05

2017 Liquid Asphalt Prices

East Coast/North East Selling Prices
New Specification for Bids opened beginning
March 9th, 2011

Date	English Price	Metric Price
1/2/2017	347.50	383.05
1/9/2017	375.00	413.36
1/16/2017	382.50	421.63
1/23/2017	382.50	421.63
1/30/2017	382.50	421.63
2/6/2017	375.00	413.36
2/13/2017	382.50	421.63
2/20/2017	382.50	421.63
2/27/2017	382.50	421.63
3/6/2017	382.50	421.63
3/13/2017	397.50	438.16
3/20/2017	402.50	443.67
3/27/2017	402.50	443.67
4/3/2017	402.50	443.67
4/10/2017	415.00	457.45
4/17/2017	415.00	457.45
4/24/2017	415.00	457.45
5/1/2017	415.00	457.45
5/8/2017	410.00	451.94
5/15/2017	410.00	451.94
5/22/2017	410.00	451.94
5/29/2017	412.50	454.70
6/5/2017	412.50	454.70
6/12/2017	412.50	454.70
6/19/2017	412.50	454.70
6/26/2017	412.50	454.70
7/3/2017	412.50	454.70
7/10/2017	412.50	454.70
7/17/2017	412.50	454.70
7/24/2017	412.50	454.70
7/31/2017	412.50	454.70
8/7/2017	407.50	449.18
8/14/2017	407.50	449.18
8/21/2017	407.50	449.18
8/28/2017	407.50	449.18
9/4/2017	407.50	449.18
9/11/2017	407.50	449.18
9/18/2017	407.50	449.18
9/25/2017	407.50	449.18
10/2/2017	407.50	449.18
10/9/2017	407.50	449.18

10/16/2017	407.50	449.18
10/23/2017	407.50	449.18
10/30/2017	407.50	449.18
11/6/2017	405.00	446.43
11/13/2017	405.00	446.43
11/20/2017	405.00	446.43
11/27/2017	405.00	446.43
12/4/2017	417.50	460.21
12/11/2017	422.50	465.72
12/18/2017	422.50	465.72
12/25/2017	422.50	465.72

2018 Liquid Asphalt Prices
East Coast/North East Selling Prices

Date	English Price	Metric Price
1/1/2018	422.50	465.72
1/8/2018	430.00	473.99
1/15/2018	430.00	473.99
1/22/2018	430.00	473.99
1/29/2018	430.00	473.99
2/5/2018	450.00	496.03
2/12/2018	450.00	496.03
2/19/2018	450.00	496.03
2/26/2018	457.50	504.30
3/5/2018	457.50	504.30
3/12/2018	462.50	509.81
3/19/2018	462.50	509.81
3/26/2018	462.50	509.81
4/2/2018	462.50	509.81
4/9/2018	477.50	526.34
4/16/2018	477.50	526.34
4/23/2018	477.50	526.34
4/30/2018	485.00	534.61
5/7/2018	485.00	534.61
5/14/2018	485.00	534.61
5/21/2018	492.50	542.88
5/28/2018	492.50	542.88
6/4/2018	525.00	578.70
6/11/2018	532.50	586.97
6/18/2018	537.50	592.48
6/25/2018	537.50	592.48
7/1/2018	540.00	595.24



Finance Department - (207) 284-9333

205 Main Street, P O Box 586

Biddeford, ME 04005

Fax (207) 571-0667

Cheryl Fournier, Finance Director

To: Chairman Quattrone and Members of the Capital Projects/Operations Committee
Mayor Alan Casavant
City Manager James Bennett

From: Cheryl Fournier, Finance Director

Date: July 12, 2018

RE: Approval and Allocation of the FY2019 Capital Project List

The City Council approved the FY2019 municipal budget on May 22, 2018. The approval included capital outlays totaling \$1,515,547. As part of the approval process, the Council delegated allocation review to the Capital Projects/Operations Committee.

The attached project list represents the recommended 2019 CIP inventory for discussion and approval. Jeff Demers will be provide detail on the FY2019 paving plan and prioritization methodology.

The vehicle listing shows the full value of purchasing the equipment as the requested amount, and the proposed allocation is the cash out portion. As you will see my method is to pay the lower cost vehicles/equipment with cash, to make the leasing process easier. The recommendation for the \$173,047 is to allocate it as follows:

Description	Requested Amount	Proposed Allocation	Percentage Down	# of years
024 Wastepacker (updated 5/1/18 2018.39)	282,935	39,186	13.8%	10 year
064 Single Axle Plow Truck	175,000	24,237	13.8%	10 year
552 1 Ton Dump Truck	48,000	6,624	13.8%	7 year
585 Pickup	32,000	32,000	100.0%	no loan
081 Car for Code Enforcement	18,000	18,000	100.0%	no loan
084 Car for Assessing	18,000	18,000	100.0%	no loan
Add Van for Recreation Dept	35,000	35,000	100.0%	no loan
5 Year Vehicle/Equipment Replacement Program	608,935	173,047	28.4%	

Capital Projects/Operations Committee FY2019 Recommended CIP Allocations

Airport			Requested Amount	Proposed Allocation
AIR-03	Handicap Accessible Doors		2,500	2,500
			2,500	2,500
City Hall			Requested Amount	Proposed Allocation
General Government				
CH-02	Saco River/Wood Island Debris		150,000	50,000
CH-03	Streetlights Conversion - LED (savings)		(53,900)	
Technology				125,000
CH-12	Simplivity Conversion		75,000	
CH-09	File Server Replacement		34,395	
CH-07	Desktop Refresh		38,610	
CH-14	Vision Software Program		20,000	
CH-15	WiFi Device Program		3,800	
CH-13	Switch Replacement		3,420	
CH-04	Citizen Self Serve-Munis (replace Invoice Cloud)		10,563	
CH-10	MS Office Upgrade		6,736	
			288,624	175,000
Engineering			Requested Amount	Proposed Allocation
ENG-08	Main Street Sidewalk Improvements		640,000	
ENG-10	PACTS MPI Main St		330,750	
	Main Street/Downtown Improvements			250,000
ENG-12	River Wall Repair - Adjacent to		300,000	
ENG-13	Thatcher Brook 319		52,735	
ENG-14	Thatcher Brook Watershed Mgmt Plan Phase II		73,160	
			1,396,645	250,000
Facilities			Requested Amount	Proposed Allocation
FAC-01	City Hall Heat		100,000	100,000
FAC-04	City Hall Windows		25,000	
FAC-06	Community Center Fire Alarm Monitoring		4,000	
FAC-16	Public Works Cold Storage		50,000	
FAC-19	Public Works Radio Box		4,000	
FAC-21	St Louis Field Heating System		9,800	
			192,800	100,000
Fire Dept			Requested Amount	Proposed Allocation
FD-06	Fire Gear Washer Extractor		15,000	15,000
FD-07	Ocean Rescue Boat		25,000	
			40,000	15,000
McArthur Library			Requested Amount	Proposed Allocation
ML-02	Carpeting Replacement		5,000	
ML-04	LED Lighting - Efficiency Improvements		1,100	
ML-05	Painting of 1863 Entrance		3,900	
			10,000	-

Police		Requested Amount	Proposed Allocation
PD-02	Parking Enforcement	20,000	
		20,000	-

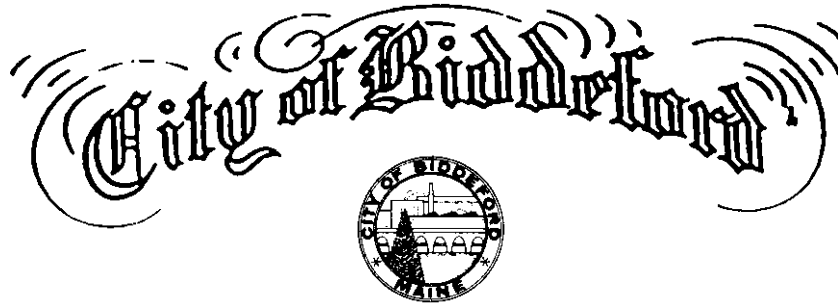
Public Works		Requested Amount	Proposed Allocation
Public Works	024 Wastepacker (updated 5/1/18 2018.39)	282,935	
Public Works	064 Single Axle Plow Truck	175,000	
Parks Dept	552 1 Ton Dump Truck	48,000	
Parks Dept.	585 Pickup	32,000	
City Hall	081 Car for Code Enforcement	18,000	
City Hall	084 Car for Assessing	18,000	
Recreation	Add Van for Recreation Dept	35,000	
PW-01 [Note]	5 Year Vehicle/Equipment Replacement Program	608,935	173,047
PW-01 [Note]	076 Single Axle Plow Truck (paid by TIF transfer)	175,000	175,000
PW-02	Capital Paving Program	1,306,736	500,000
PW-05	Tree Management Plan	20,000	
		2,110,671	848,047

Recreation		Requested Amount	Proposed Allocation
REC-12	Mayfield Middle Field	4,500	
REC-06	Court Resurface	16,000	
REC-18	Park Security Camera	10,000	
REC-03	Clifford Park MCC	5,000	
REC-31	Rotary Park Gate	15,285	
REC-15	Mayfield Playground Equipment	12,000	
REC-20	Park Signage	4,000	
REC-25	Rotary Beach	50,000	
REC-16	Park Benches	2,500	
REC-36	St Louis Field Ball Reducer-Backstop	15,000	
REC-40	Trash Cans	1,400	
REC-26	Rotary Master Plan	100,000	
REC-35	Skatepark Improvements	15,000	
REC-02	Clifford Park Grant Match	30,000	
REC-38	St Louis I Seating/Foul Ball Recreation	25,000	125,000
		305,685	125,000

Total		4,366,925	1,515,547
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Note:

General Fund	See detail above	608,935	
General Fund	076 Single Axle Plow Truck (paid by TIF transfer)	175,000	
Wastewater	604 Single Axle	160,000	
School Dept.	419 School Bus	87,000	
School Dept.	420 School Bus	87,000	
PW-01	Total FY2019 CIP Program	1,117,935	



2018.95

IN BOARD OF CITY COUNCIL...AUGUST 21, 2018

BE IT ORDERED, that the City Manager is authorized to accept FAA and State grants on behalf of the City, in the amounts not to exceed \$522,500, for upcoming safety projects at Biddeford Municipal Airport. An additional \$27,500 will be contributed to the total project cost from local Airport funds. The total estimated project cost of \$550,000 includes costs for design and permitting for runway reconstruction, design and permitting for compliant runway safety areas, vegetation obstruction removal on previously acquired aviation easements in the runway 24 approach surface, drainage, and reimbursable agreement for the design of Precision Approach Path Indicators (PAPI) and associated work.

BE IT FURTHER ORDERED, that the City Manager may advance up to \$16,250 from airport funds to cover the grant match. The FY19 budget carries a FY19 grant match of \$11,250 at 31132-60306. The combined grant match totals \$27,500.

BE IT FURTHER ORDERED, that the City Manager be authorized to sign contracts with the lowest qualified bidder (contractor) to provide construction services for the upcoming safety projects at Biddeford Municipal Airport. The amount of these contracts is included in the \$550,000 estimated total project cost, which will be funded 90% from FAA and 5% from State grants, with the remaining 5% from local Airport funds. This contract will be funded in fiscal year 2019.

MEMORANDUM

TO: Mayor Casavant and Members of the City Council

FROM: Rick Laverriere, Airport Commission Chairman

DATE: August 2, 2018

SUBJECT: Future Airport Project Needs

Dear Mr. Mayor and Members of the City Council,

As you are aware, the Biddeford Airport Commission (the Airport) has been working hard over the past several years to address much needed safety projects in an effort to enhance the safety of pilots, passengers, and abutting property owners. With your cooperation, over the past four years the Airport has successfully leveraged approximately \$1,108,935 in state and Federal funding with a local contribution of approximately \$58,000 to address these needs, including the acquisition property and easements, attainment of permits, and removal of vegetative obstructions within the Airport's approach surfaces. These efforts not only result in a safer airport environment, they make our valuable airport a more attractive location for aviation businesses. For example, within the past 2 years the Airport successfully enticed the following businesses to locate at the Biddeford Airport:

- Sunbird Aviation Maintenance- providing aircraft maintenance;
- York County Coastal Aviation- providing multi and single-engine aircraft training;
- Skydive Coastal Maine- providing tandem skydiving recreation;
- Enterprise Car Rental- providing transient aircraft users with ground transportation; and
- Screaming Eagle Aviation- providing banner towing advertisement.

While the Airport has achieved a significant level of success over the past several years, there are still safety issues that need to be addressed, and aging infrastructure requiring upgrades. On May 17, 2018, members of the Airport Commission and Airport Management met with the Maine Department of Transportation, and the Federal Aviation Administration to discuss future airport project needs. For FFY 2019, the Airport Commission is proposing the following project:

- **Design and Permitting for Runway Improvements to include:**
 - Design and Permitting for Runway Reconstruction (last maintained in 1992 with an overlay);
 - Design and Permitting for compliant Runway Safety Areas;
 - Vegetation Obstruction Removal on previously acquired aviation easements in the Runway 24 approach surface; and
 - Reimbursable Agreement for the design of Precision Approach Path Indicators (visual aid providing pilot guidance during landing operations).

The total estimated project cost to the City is approximately \$27,500 which would leverage approximately \$22,500 in state and federal funding. The Airport Commission respectfully recommends that the Mayor and Members of the City Council support the proposed FFY 2019 projects which we feel are critical to the continued success of the Airport.

Last, on July 9, 2018 the FAA announced the Consolidated Appropriations Act, 2018, which will enable the Secretary of Transportation to issue an additional \$1 billion in Airport Improvement Program funding. For

airports such as ours, grants that are awarded will be 100 percent covered by the FAA for all eligible and allowed costs, with no local match required. While funding is not guaranteed, the Airport Commission respectfully recommends the Mayor and Members of the City Council pursue funding through the Consolidated Appropriations Act, 2018 to fund projects highlighted on the Airport's Capital Improvement Plan at 100 percent covered by the FAA. The proposed projects the Airport Commission recommends pursuing includes all those FFY 2019 projects outlined above, with the additional of the following:

- **Runway 06-24 Reconstruction and Runway 24 Approach Tree Clearing to include:**
 - Reimbursable Agreement for the construction of Precision Approach Path Indicators;
 - Runway 24 Vegetation Obstruction Removal on recently acquired easements in the Runway 24 approach surface;
 - Reconstruction of Runway 06-24;
 - Construction of Runway Safety Area on the Runway 24 end; and
 - Runway Lighting, and associated drainage improvements.

The total estimated project costs for the additional projects is approximately \$5,550,000. Again, if awarded, these costs would be covered 100 percent by the FAA.

Thank you for you continued support of the Biddeford Municipal Airport.

Very Truly Yours
Biddeford Airport Commission



Rick Laverriere
Commission Chairman



Biddeford Municipal Airport

Introduction to Airport:

The Biddeford Municipal Airport was established in 1935 as part of the Work Projects Administration (WPA), making it one of the oldest airports in Maine, which is still operational today. From 1970 to the late 1990's, the airport made necessary updates to keep up with the growing demands of the general aviation community. The projects completed during this time helped increase safe operations at the airport and generate revenue for the airport and the City of Biddeford. In 2005, the City of Biddeford, supported a Master Plan Update for the airport, which laid out a series of projects the airport and city would need to undertake in order to bring the airport up to standard with federal regulations. The city employed its first full-time airport manager in 2013 and began implementing the 2005 Master Plan.



2015 Management Change and Issues: With a change in management in 2015, the following issues were identified:

- Significant water damage to the heated and cold storage hangars;
- Outdated heating system;
- Exposed wiring throughout facility;
- No office equipment;
- Back office unusable/debris; Conference room walls damaged;
- Lack of security cameras;
- No amenities for pilots;
- Emergency exit code issue in heated hangar;
- No maintenance equipment or storage room for supplies
- Both hangar roofs leaking;
- No ADA level accessibility; and,
- Heated hangar doors in disrepair/safety hazard

- The condition of the grounds consisted of:
 - Fuel management out of compliance with state regulations, including record keeping, missing required signage, improper maintenance of fuel farm and no emergency fuel spill kit;
 - Runway lights inoperable;
 - Striping on runway and aprons worn;
 - Overgrown brush close to runway, creating obstructions;
 - Windsock area safety area in unsatisfactory condition;
 - Inadequate signage;
 - Flooding issues along Airport and the northwest property line abutting parcel 74-48;
 - Drainages around the runway were overgrown;
 - No wildlife management plan for airport premises;
 - No maintenance vehicle for the airport.

Facility Updates Completed Since 2015:

- Water damaged areas were repaired and roof repairs in heated hangars were completed;
- Replaced old heating system with new, efficient system;
- All exposed wiring repaired[add exposed wiring to the list above or call it out in a general maintenance reference];
- Remodeled office and conference rooms;
- Necessary office equipment acquired;
- Eight security cameras were installed on airport premises;
- Maintenance and cleaning supplies obtained, storage room built;
- Amenities for pilots added (i.e. internet access, computer access, vending machines);
- Emergency exit installed in heated hangar;
- ADSB input ground station installed at airport, to help transmit live data showing exact location of aircraft;
 - *FAA is requiring all aircraft operating in controlled airspace to have ADSB output by 2020, this system allows management to see live data, indicating where planes are and get specific aircraft information for planes transmitting ADSB output*
- Installed electric motors on heated hangar doors, eliminating past safety hazard.
- Ground Updates Completed Since 2015:
 - Fuel management brought into compliance;
 - All runway lights serviced and maintained;
 - Runway, apron, and parking lot striped;
 - Approx. 15 acres of overgrown brush removed, maintenance program implemented;
 - Windsock was replaced, landscaped, to made more visible;
 - New Airport “welcome” sign installed, surrounding area landscaped and coordinated with business park sign program;
 - Trimmed vegetation in drainage areas;



- Wildlife management plan established, proper state permit obtained; and,
- Airport received a maintenance vehicle July 2018

Additional Projects Completed:

- Pedestrian, Ground Vehicle Rules and General Information document created and implemented;
- Airport web page (on the City's website) updated;
- Airport marketing strategy developed and implemented;
- Increased community awareness through blood drives for the American Red Cross, school field trips/tours, and non-profit fund raising during the airports biennial open house event.
- Cash register and Sentry Safe installed to manage cash transactions;
- Installed software updates at fuel pump credit machine and installed software to manage fuel transactions;
- Updated ground lease contracts for privately owned hangars;
- Completed RFQ and hired consultant firm for the airport;
- Established a parachute landing area in accordance with FAA regulations;



Projects Currently Underway:

- Replacing/fixing cold storage hangar roof;
- Updating Airport Minimum Standards, conducted an airport commission review, July 19, 2018;
- Acquired all necessary documentation on flooding issue along Airport and northwest property line; working with Johnathan Malloy, staff engineer, and Greg Tansley, city planner, on resolution
- Installing new door in cold storage

Airport Capital Improvement Projects Conducted Since 2015:

- February 2015- The City Council approved a suite of projects that included:
 - o Environmental Assessment / Permitting for future land acquisitions and obstruction removal
 - o Land / Easement Acquisition- Runway 06 (1 parcel acquired); Runway 24 (10 aviation easements)
 - o Obstruction Removal (Runway 06 end only per FAA)



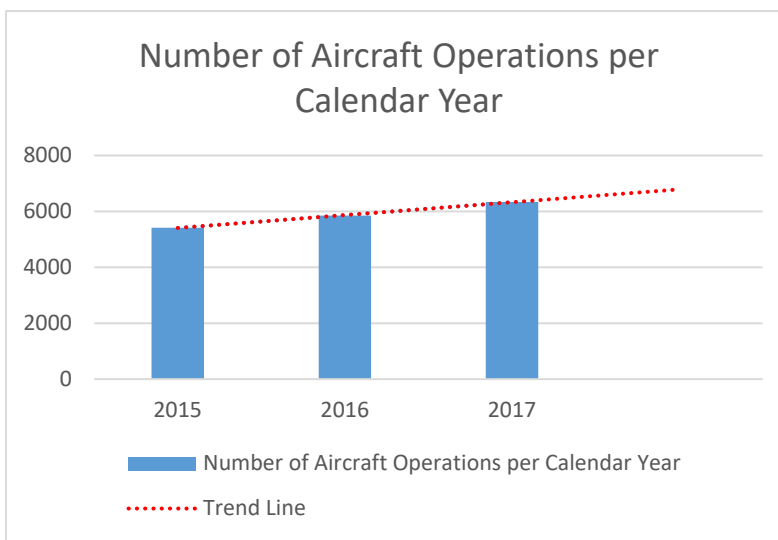
Impact of Improvements Since 2015

In 2015, there was only one business operating at the airport (Screaming Eagle Advertising, a banner towing operation). Business activity, since 2015, is trending upwards:

- Screaming Eagle Advertising – Banner towing
 - 2 full-time employees, 1 part-time employee
- York County Coastal Aviation – Multi-engine and single-engine flight training
 - 1 full-time employee, 4 part-time employees
- Sunbird Aviation Maintenance – Aircraft maintenance shop
 - 1 full-time employee, 1 part-time employee
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- Enterprise Rent-a-Car – Airport has a consignment agreement with Enterprise for allowing them to offer their services
- Businesses the Airport is Currently Working on bringing to Biddeford:
 - Air New England – Charter service



Operations are also trending up:



As of July 25, 2018, the airport has recorded 3,112 operations. It is important to note that weather conditions directly affect flight operations.

Airports Future Goals:

The airport's long-term goal is to become an economic asset, integral to the city. Recent improvements have attracted businesses, pilots, and tourists to the airport. Short-term goals include implementing the following, federally funded, CIP projects:

Airport's current Capital Improvement Plan (CIP) needs for 2019:

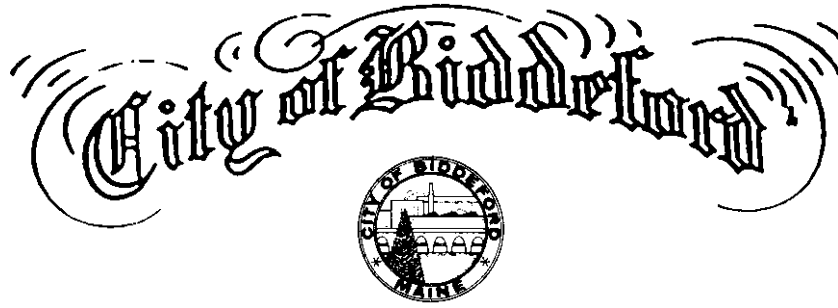
FFY	Project Description	Total Estimated Cost	Estimated Local Share
2019	Design and Permitting for Runway, RSA, Obstruction Removal and Drainage	\$400,000	\$20,000
2019	Reimbursable Agreement – PAPI ¹ design	\$150,000	\$7,500
Total		\$550,000	\$27,500

¹PAPI stands for Precision Approach Path Indicators

Additional goals the airport would like to accomplish over the next year are:

- Replacing/fixing the cold storage hangar roof;
- Remodeling the inside of the cold storage hangar;
- Exploring options for a solar farm on airport property;
- Creating an RFP for a restaurant on airport property;
- Begin work on making the main facility handicap accessible.

The success of the airport is viewed as an asset to the local community, in particular to the business parks, medical transportation, and job training (Center for Technology). The increased tourism traffic also benefits the local economy by providing additional revenue to local businesses, hotels and restaurants.



2018.96 IN BOARD OF CITY COUNCIL...AUGUST 21, 2018

BE IT ORDERED, that the City Manager be authorized to enter into an agreement with Gale Associates, Inc., for the preparation and submittal of a grant application for Airport Improvement Funds available through the 2018 Consolidated Appropriations Act (2018 CSA) for airport planning and improvement projects. Grant award may be as much as \$5,550,000 with a zero match requirement.

BE IT FURTHER ORDERED, that the City Manager be authorized to accept FAA and State grant awards resulting from the 2018 CSA application.

BE IT FURTHER ORDERED, that the City Manager be authorized to sign contracts with the lowest qualified bidder (contractor) to provide construction services for eligible projects associated with a successful 2018 CSA grant application.

BE IT FURTHER ORDERED, that the City Manager be authorized to reimburse Gale Associates, Inc., for 2018 CSA grant application preparation costs from the grant award (eligible reimbursement); however, there shall be no reimbursement if the grant application is unsuccessful.

MEMORANDUM

TO: Mayor Casavant and Members of the City Council

FROM: Rick Laverriere, Airport Commission Chairman

DATE: August 2, 2018

SUBJECT: Future Airport Project Needs

Dear Mr. Mayor and Members of the City Council,

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The total estimated project cost to the City is approximately \$27,500 which would leverage approximately \$22,500 in state and federal funding. The Airport Commission respectfully recommends that the Mayor and Members of the City Council support the proposed FFY 2019 projects which we feel are critical to the continued success of the Airport.

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 - Runway Lighting, and associated drainage improvements.

The total estimated project costs for the additional projects is approximately \$5,550,000. Again, if awarded, these costs would be covered 100 percent by the FAA.

Thank you for you continued support of the Biddeford Municipal Airport.

Very Truly Yours
Biddeford Airport Commission

A handwritten signature in black ink, appearing to read "Rick Laverriere", with a long, sweeping horizontal line extending to the right.

Rick Laverriere
Commission Chairman



Biddeford Municipal Airport

Introduction to Airport:

The Biddeford Municipal Airport was established in 1935 as part of the Work Projects Administration (WPA), making it one of the oldest airports in Maine, which is still operational today. From 1970 to the late 1990's, the airport made necessary updates to keep up with the growing demands of the general aviation community. The projects completed during this time helped increase safe operations at the airport and generate revenue for the airport and the City of Biddeford. In 2005, the City of Biddeford, supported a Master Plan Update for the airport, which laid out a series of projects the airport and city would need to undertake in order to bring the airport up to standard with federal regulations. The city employed its first full-time airport manager in 2013 and began implementing the 2005 Master Plan.



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Facility Updates Completed Since 2015:

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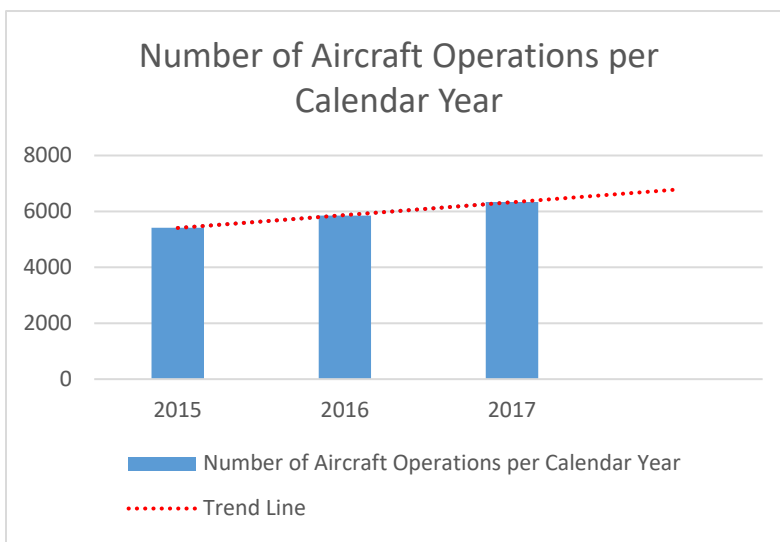
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FFY	Project Description	Total Estimated Cost	Estimated Local Share
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