

City of Biddeford

City Council

July 06, 2021 6:00 PM Council Chambers and via Zoom:

Below is the Public Zoom link for the July 6th City Council meeting:

<https://biddeford.zoom.us/j/95266670399?pwd=WClbDlwdDBUWkJqYnRLQk5abWUwZz09>

Passcode: 745126

Or One tap mobile :

US: +13126266799,,95266670399# or +16465588656,,95266670399#

Or Telephone:

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

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

Webinar ID: 952 6667 0399

International numbers available: <https://biddeford.zoom.us/j/95266670399?pwd=WClbDlwdDBUWkJqYnRLQk5abWUwZz09>

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
- 4. Presentation:**
 - 4.a. Swearing In of New Assistant Fire Chief - Edward Dexter
- 5. Consideration of Minutes:**
 - 5.a. June 15, 2021 Council Meeting Minutes
[6-15-2021 Council Meeting Minutes.docx](#)
- 6. Orders of the Day:**
 - 6.a. 2021.56) Approval/Biddeford Saco Chamber of Commerce to Serve Alcohol on City Property (Mechanics Park)
[7-06-2021 Waiver-Alcohol Consumption-Mechanics Park-Chamber of Commerce-ORDER.docx](#)
[7-06-2021 Waiver Request to Serve Alcohol-Chamber of Commerce.docx](#)
[7-06-2021 Chamber of Commerce Event Application-ChamberFest.pdf](#)
 - 6.b. 2021.57) Adoption of Rates and Minimum Standards for Biddeford Municipal Airport
[7-06-2021 Airport Rates & Minimum Standards-ORDER.doc](#)
[7-06-2021 Airport Rates & Minimum Standards-MEMO.pdf](#)
[Rates & Minimum Standards-drafted 2018 \(1\).pdf](#)
[Rates & Minimum Standards-drafted 2018 \(2\).pdf](#)
 - 6.c. 2021.58) Amendment/Ch. 46, Parks/Sec. 46-8-Sanitation & Sec. 46-13-Park operating policy/Add Language for Horses
[7-06-2021 Animal Waste on public places-Ch 46.doc](#)
 - 6.d. 2021.59) Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-90-No Parking/Add

- on Phillips Lane
[7-06-2021 Phillips Lane - No Parking.doc](#)
- 6.e. 2021.60) Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-92-Limited Parking/Sec. 42-90-No Parking/Sec. 42-88-One-way Streets/Add on Day's Landing
[7-06-2021 Days Landing Outlook-Parking Amendments.doc](#)
[7-06-2021 Day's Landing-Seasonal Overlook and Ramp-MEMO.docx](#)
- 6.f. 2021.61) Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-64-Fees for parking violations/Add for All Other Violations
[7-06-2021 Fees for Parking Violations-All Other Violations.doc](#)
[7-06-2021 Fees for Parking Violations-MEMO.docx](#)
- 6.g. 2021.62) Amendment/Ch. 58, Solid Waste, Sec. 58-163.1 et al./Change Name of Solid Waste Management Commission to Recycling & Waste Management Commission
[7-06-2021 SWMC Name Change.doc](#)
- 6.h. 2021.63) Directive to Planning Board/Waiver of Noise Ordinance Provisions
[7-06-2021 Waiver of Noise Ordinance-PB Directive-ORDER.doc](#)
[7-06-2021 Waiver of Noise Ordinance Request-MEMO.docx](#)
- 6.i. 2021.64) Acceptance of 2021 Edward Byrne Memorial Justice Assistance Grant (JAG)/Awarded to Biddeford Police Department
[7-06-2021 JAG Grant funds Acceptance 2021-ORDER.doc](#)
[7-06-2021 JAG Grant Funds-2021-MEMO.docx](#)
- 6.j. 2021.65) Approval/Purchase of (2) 2021 Ford Interceptor Police Cruisers/Rowe Ford of Westbrook, Maine
[7-06-2021 Purchase of \(2\) Police Cruisers-ORDER.doc](#)
[7-06-2021 Purchase of \(2\) Police Cruisers-backup docs.pdf](#)
- 6.k. 2021.66) Approval/Contract with Thyng Paving/Sidewalk Paving Projects on Simard Avenue, Wilson Street, Bacon Street and Pierson's Lane
[7-06-2021 Sidewalk Paving-Simard-Wilson-Bacon-Pierson Thyng Paving-ORDER.doc](#)
[7-06-2021 Sidewalk Paving-Simard-Wilson-Bacon-Pierson Thyng Paving-backup docs.pdf](#)
- 6.l. 2021.67) Authorization/Permanent Change of City Hall Business Hours
[7-06-2021 City Hall Business Hours.doc](#)
[7-06-2021 City Hall Business Hours-MEMO.docx](#)
- 6.m. 2021.68) Approval/Additional Compensation for Non-Union Employees
[7-06-2021 Employee Additional Compensation-ORDER.doc](#)
- 7. Appointments:**
 - 7.a. Social Service Committee
[7-06-2021 Appt-Social Service Committee.docx](#)
 - 7.b. Ronald Lachance...Recreation Commission
[7-06-2021 Appt-Lachance-Recreation Commission.docx](#)
[7-06-2021 Comm App-Lachance-Recreation Comm.pdf](#)
- 8. Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)**
- 9. City Manager Report**
- 10. Other Business**
- 11. Council President Addressing the Council**

- 12. Mayor Addressing the Council**
- 13. Executive Session**
 - 13.a. 1 MRSA 405(6)(A)...Personnel Matter
- 14. Adjourn**

COUNCIL MEETING

JUNE 15, 2021

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

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

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

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

Adjustment to the Agenda:

- Add Order 2021.55) Repeal Emergency Declaration for the City of Biddeford

Consideration of Minutes: **June 1, 2021; June 7, 2021**

Motion by Councilor McCurry, seconded by Councilor Clearwater to accept the June 1, 2021 minutes as printed.

Vote: Unanimous.

Motion by Councilor McCurry, seconded by Councilor Clearwater to accept the June 7, 2021 minutes as printed.

Vote: Unanimous.

Appointment: **Ashanti Dwight Williams – Councilor for Ward 4**

IN BOARD OF CITY COUNCIL..JUNE 15, 2021

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

**Ashanti D. Williams
108 Foss Street, #301**

as **City Councilor for Ward 4**, replacing Robert Quattrone, Jr., for the remainder of the current term, which will expire in December 2021.

BE IT FURTHER ORDERED, that Councilor Ashanti Williams replace former Councilor Robert Quattrone, Jr. on the Personnel Committee and the Capital Projects Committee and Solid Waste Management Commission.

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

City Clerk Carmen Morris administered the Oath of Office to newly appointed Councilor Ashanti Dwight Williams.

Councilor Ortiz, newly-appointed Councilor Williams and Mayor Casavant all read statements.

Second Readings:

{For a copy of the Orders and first readings, see the Council Meeting minutes of June 1, 2021 and June 7, 2021}

2021.46) Amendment/Ch. 42, Motor Vehicles & Traffic/Sec. 42-59-Snow emergency parking ban; Sec. 42-62-Identification and use of municipal parking lots/Remove References to Paid/Color-Coordinated Parking Lots

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

Vote: Unanimous.

SECOND READING OF CITY GOVERNMENT BUDGET – 2021/2022

- A. General Government**
- B. Public Safety**
- C. Public Works**
- D. Public Services**
- E. Debt Service**
- F. Capital Outlays**
- G. Contingency**
- H. Total City Budget**

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

Motion by Councilor St. Cyr, seconded by Councilor McCurry to amend the budget by reducing the overall budget by \$500,000 in a combination of reductions to include Contingency, Capital Expenditures and use of FY21 Surplus Funds.

Councilor Lessard called a point of order, stating that the \$500,000 should be specifically dispersed amongst the three budget items that were stated in the motion.

Councilors St. Cyr and McCurry withdrew their motion.

Motion by Councilor St. Cyr, seconded by Councilor McCurry to amend the budget by reducing Contingency by \$200,000; by reducing Capital Outlays by \$150,000; and by using \$150,000 of existing FY21 Surplus Funds to bring down the tax rate.

Vote: 3/5; Councilors Lessard, St. Cyr and McCurry in favor.

Councilors Emhiser, Clearwater, Belanger, Ready and Ortiz opposed.

Motion to amend fails.

Motion by Councilor McCurry, seconded by Councilor Lessard to allow Councilor Williams to abstain from voting on all the second readings of the budget orders.

Vote: Unanimous.

Motion by Councilor Belanger, seconded by Councilor Clearwater to amend the budget by adding 4 additional firefighter positions, as of January 1, 2022, for an increase of **\$182,329.46**.

Motion by Councilor Lessard, seconded by Councilor McCurry to move the question.

Councilor Ready called a point of order, stating that the Council Rules allow for Councilors to have a chance to speak before a question is moved.

Vote to move the question: 2/6; Councilors McCurry and Lessard in favor.

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

Motion to move the question fails.

Vote on Belanger/Clearwater amendment: 5/3; Councilors McCurry, St. Cyr and Lessard opposed.

Councilors Emhiser, Clearwater, Belanger, Ready and Ortiz in favor.

Amendment carries.

Vote on Total City Budget, as amended: 5/3; Councilors McCurry, St. Cyr and Lessard opposed.

Councilors Emhiser, Clearwater, Belanger, Ready and Ortiz in favor.

Motion carries.

➤ ESTIMATED REVENUES/FUND BALANCE APPROPRIATION

Other Non-Property Tax Revenue

State Revenue Sharing

Homestead

BETE

Appropriations from Operational Surplus, City

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

Motion by Councilor McCurry, seconded by Councilor Lessard to amend the budget by giving back \$1,000,000 of the FY21 Surplus Funds to use for property tax relief.
Motion was withdrawn.

Motion by Councilor St. Cyr, seconded by Councilor Emhiser to amend the budget to use \$250,000 of FY21 Surplus Funds to bring down the tax rate; which would be in addition to the already allocated \$300,000 to bring down the tax rate.
Vote: 3/5; Councilors St. Cyr, McCurry and Emhiser in favor.
Councilors Clearwater, Belanger, Ready, Ortiz and Lessard opposed.
Motion to amend fails.

Vote on Total Estimated Revenues and Appropriations: 5/3; Councilors Lessard, St. Cyr and McCurry opposed.
Councilors Emhiser, Clearwater, Belanger, Ready and Ortiz in favor.
Motion carries.

AIRPORT OPERATIONS FUND

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the second reading of the order.
Vote: 6/2; Councilors St. Cyr and Lessard opposed.
Councilors Emhiser, McCurry, Clearwater, Belanger, Ready and Ortiz in favor.
Motion carries.

MOORING FUND

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the second reading of the order.
Vote: 6/2; Councilors St. Cyr and Lessard opposed.
Councilors Emhiser, McCurry, Clearwater, Belanger, Ready and Ortiz in favor.
Motion carries.

POOL BEACH PERMITS FUND

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the second reading of the order.
Vote: 6/2; Councilors St. Cyr and Lessard opposed.
Councilors Emhiser, McCurry, Clearwater, Belanger, Ready and Ortiz in favor.
Motion carries.

RECREATION PROGRAMS FUND

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the second reading of the order.
Vote: Unanimous.

AMBULANCE FUND

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the second reading of the order.
Vote: Unanimous.

CDBG FUND

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the second reading of the order.
Vote: Unanimous.

LEAD PROGRAM FUND

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the second reading of the order.
Vote: Unanimous.

MDEA FUND

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the second reading of the order.
Vote: Unanimous.

SEWER OPERATIONS FUND

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the second reading of the order.

Vote: Unanimous.

Orders of the Day:

2021.49

IN BOARD OF CITY COUNCIL.....JUNE 15,2021

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2022Vactor sewer/catch basin cleaning truck per Sourcewell bid (the “Equipment”) from C.N. Wood Inc.(the “Vendor”) and may pay the Vendor an amount not to exceed \$466,420.00 (before discounts valued at \$50,000.00) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$466,420.00;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$466,420.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item on June 15, 2021 and vote to recommend it to the City Council for approval. Funds from the American Rescue Plan will be used to purchase this truck.

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

Councilor McCurry clarified that this is not a lease, but is an outright purchase using American Rescue Plan Funds.

Vote: Unanimous.

2021.50

IN BOARD OF CITY COUNCIL..JUNE 15, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve and authorize the City Manager to sign, execute and submit the City’s Final Draft of the CDBG Year 4 Action Plan and all associated documents in connection with the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development.

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

Vote: Unanimous.

2021.51

IN BOARD OF CITY COUNCIL...JUNE 15, 2021

BE IT ORDERED, that the Finance Director is authorized to create dedicated reserve accounts under the listed fund balance accounts, and transfer remaining funds from the FY 2021 Budget to said dedicated accounts as herein named in amounts not to exceed those stated, as of June 30, 2021 deducting any encumbrances:

10013-30101, General Fund Assigned Fund Balance

<u>Account Description</u>	<u>Amount</u>
IT Equipment	\$200,000
Recreation Financial Aid	\$35,000
Earned Pay at Separation	\$75,000
Street Light Replacement	\$125,000
SCBA Equipment	\$150,000
Clifford Park, Other Improvements	\$100,000
Police Grant Positions	\$60,000
Total	\$745,000

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

NOTE: The Finance Committee will consider this item at the June 15, 2021 meeting and vote on recommendation for approval by the City Council.

Motion by Councilor Ready, seconded by Councilor Clearwater to grant the order.
Vote: 8/1; Councilor McCurry opposed.
Councilors Emhiser, St. Cyr, Williams, Clearwater, Belanger, Ready, Ortiz and Lessard in favor.
Motion carries.

2021.52 **IN BOARD OF CITY COUNCIL...JUNE 15, 2021**
BE IT ORDERED, in accordance with 36 M.R.S.A Section 506, the Tax Collector/Treasurer is authorized to accept prepayment of taxes not yet committed or prior to any due date and pay no interest thereon. In accordance with 36 M.R.S.A. Section 506-A, a taxpayer who pays an amount in excess of that finally assessed shall be repaid the amount of overpayment plus interest from the date of overpayment at the annual rate of 4%.

Motion by Councilor Clearwater, seconded by Councilor Belanger to grant the order with a 4% interest rate.
Vote: Unanimous.

2021.53 **IN BOARD OF CITY COUNCIL.....JUNE 15, 2021**
BE IT ORDERED, that the City Manager be authorized to complete an ADA Self-Evaluation and Transition Plan in accordance with the requirements of the March 2021 Department of Housing and Urban Development Voluntary Compliance Agreement by engaging the services of Disability Access Consultants, LLC of Orville, CA in the amount \$70,975 dollars.

NOTE: The Finance Committee will review this item on June 15, 2021 and vote to recommend it to the City Council for approval. Funding to come from Account 21109-60306.

Motion by Councilor Ready, seconded by Councilor Clearwater to grant the order.
Vote: Unanimous.

2021.54 **IN BOARD OF CITY COUNCIL...JUNE 15, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to execute the proposed Fire Union Contract and the Memorandum of Understanding for Contract Extension, substantially in the form presented.

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

Motion by Councilor McCurry, seconded by Councilor Clearwater to allow Councilor Williams to abstain from the vote.
Vote: Unanimous.

Vote on order: 6/2; Councilors McCurry and St. Cyr opposed.
Councilors Emhiser, Clearwater, Belanger, Ready, Ortiz and Lessard in favor.
Motion carries.

2021.55

IN BOARD OF CITY COUNCIL...JUNE 15, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby repeal the Emergency Declaration for the City of Biddeford, effective June 30, 2021, as authorized by Council Order 2020.15, dated March 16, 2020.

Motion by Councilor McCurry, seconded by Councilor Clearwater to grant the order.
Vote: Unanimous.

Appointments:

IN BOARD OF CITY COUNCIL...JUNE 15, 2021

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby appoint the following citizens to the Citizens' Advisory Committee:

Stephanie Edwards, Chair
5 Laurier Street
Ward 4

Term expires: December 2021

Cat Bates
255 Elm Street
Ward 5

Term expires: December 2022

Leah Schaffer
5 Washington Street, #201
Ward 5

Term expires: December 2022

Loretta Turner
60 South Street
Ward 5

Term expires: December 2021

Doris Ortiz
Council Representative
Term expires: December 2021

Motion by Councilor Clearwater, seconded by Councilor Belanger to confirm the appointments.
Vote: Unanimous.

Public Addressing the Council...(5 minute limit per speaker; 30 minute total time limit):
A couple citizens addressed their comments to the Council.

City Manager Report:

City Manager James Bennett had the following comments:

First, he recognized all City Staff for everything they have done since the start of the pandemic to better serve the citizens and keep business as normal as possible. Jim is sure that Biddeford did so much more than other communities to go above and beyond during the most challenging of times. He also recognized and thanked the City Council for their support and for allowing Staff to do what needed to be done to carry on the City's business.

Secondly, he publicly thanked City Staff, particularly Chief Operating Officer Brian Phinney and Deputy Finance Director Gerry Matherne, for all their efforts and hard work during the long and arduous budget process. He is pleased that the City is in good financial shape, and attributes this to thoughtful decision making by the Council. He expressed how proud he is of working for the City, how proud he is of Staff and how proud he is working with this Council.

Other Business:

Councilor Lessard: also extended his appreciation to City Staff for all the hard work and support that has been shown during the pandemic. He also thanked his fellow Councilors for working together to get through one of the most contentious time for the Council – that being the budget process.

Councilor Belanger: asked about the flying of the Pride Flag issue that had been tabled at the June 7th council meeting. He would like a City policy developed to address the flying of different flags at City Hall and how requests are to be handled. He also would like legal counsel to weigh in on this issue. In the meantime, because we are halfway through June, he made the following motion:

Motion by Councilor Belanger, seconded by Councilor McCurry to authorize the Mayor to choose one day this month to fly the Pride Flag at City Hall.

Councilor Lessard called a point of order, stating that motions and votes are not typically made during the *Other Business* portion of the meeting. Rather than a motion and vote, he would be more comfortable with the Council generally agreeing to allow the Mayor to pick a day to fly the Pride Flag.

City Solicitor Keith Jacques advised that the City would be best served to come up with a policy; and to be mindful of setting precedents that are not meant to be set. He cautioned that by allowing one group to fly their Flag at City Hall, the City could be opening up to allowing any and all groups to fly their Flag, no matter what they represent.

Motion by Councilor Belanger, seconded by Councilor Clearwater to suspend the rules to allow a member of the public to speak.

Vote: 7/2; Councilors Lessard and Ready opposed.

Councilors Emhiser, McCurry, St. Cyr, Williams, Clearwater, Belanger and Ortiz in favor.
Motion carries.

Councilors Belanger and McCurry withdrew their motion; and the Council generally agreed to authorize the Mayor to pick a day this month to fly the Pride Flag at City Hall.

Councilor Clearwater: thanked the Council for their patience and understanding while she was absent during maternity leave. She expressed how happy she is to be back.

Council President Addressing the Council: Councilor McCurry was happy to have attended this year's School Graduations and he congratulated the Class of 2021.

He thanked the Council for all their work during the budget process; and commended his fellow Councilors for the civil discourse throughout the process.

Mayor Addressing the Council: Mayor Casavant announced that there will a COVID vaccination clinic this coming Saturday, June 19th at the Biddeford YMCA, and childcare will be provided.

He officially welcomed newly-appointed Ashanti Dwight Williams to the Council.

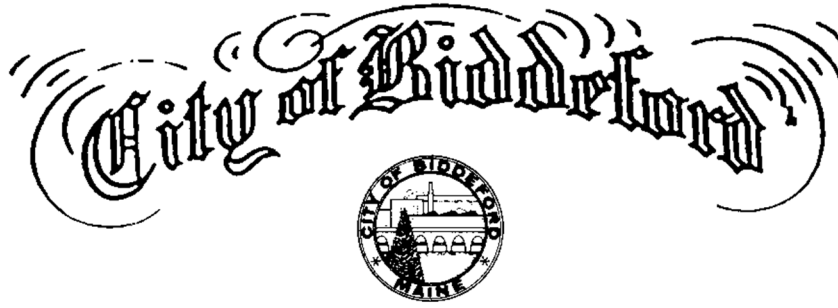
Lastly, Mayor Casavant expressed his appreciation to City Staff for all their efforts throughout the pandemic and during the budget process, and is pleased with everything that has been accomplished.

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

Vote: Unanimous.

Time: 8:24 p.m.

Attest by: _____
Carmen J. Morris, City Clerk



2021.56

IN BOARD OF CITY COUNCIL...JULY 6, 2021

BE IT ORDERED, that in accordance with the provisions set forth under *Ch. 6, Amusements, Article V – Sales, Possession and Consumption of liquor at and during Special Events on City Public Property*, the City Council of the City of Biddeford does hereby grant approval for Biddeford Saco Chamber of Commerce to serve liquor at their Membership Cookout on August 3, 2021 at Mechanics Park, providing that the said Biddeford Saco Chamber of Commerce is and remains in compliance with the provisions set forth under *Ch. 6, Section 6-178 et seq.*



To: Carmen Morris, City of Biddeford

Subject: Request for Waiver of Park Alcohol Consumption Rule

Date: June 16, 2021

This is an official request to have the City Council consider approving our request to allow the consumption of alcoholic beverages during our annual Chamber Member Appreciation Barbecue. Here are details concerning this event proposal:

NAME OF EVENT: Chamber Member Appreciation Event: “ChamberFest”

SPONSOR – Biddeford & Saco Chamber of Commerce

DATE/TIME – August 3, 2021, 5:00pm – 7:30pm

LOCATION – Mechanics Park, Biddeford

EST. ATTENDANCE – 75 Chamber of Commerce Members

CONSUMPTION – 2 Tickets for each member for beer or wine (free/not sold)

ALCHOL SERVERS – Rustic Taps Inc. (Chamber Member and certified servers)

Thank you,

Jim LaBelle, Executive Director

(207) 282-1567

APPLICATION NUMBER: _____

**INDEMNIFICATION AND RELEASE PROVISIONS
CITY OF BIDDEFORD SPECIAL EVENT PERMIT**

EFFECTIVE 7-6-2017 THE FOLLOWING
FEES WILL APPLY:

Administrative fee	\$25.00
Parade Permit fee	\$50.00
Block Party Permit fee	\$75.00
Mass Gathering fee	\$100.00

A. In consideration for being permitted to use the facilities and/or rights-of-way of the City of Biddeford, (hereinafter "City"), Biddeford + Saco Chamber of Commerce (insert name of person/entity seeking permission to use facilities and/or right-of-way, hereinafter "Applicant") agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity on account of damage, loss, or injury, including without limitation claims arising from property loss, or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities and/or rights-of-way, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City, its officers, or its employees, or from any other cause whatsoever.

B. By signing below, Applicant agrees that in the event of damage, loss or injury to the facilities or to any property or equipment therein or to the City rights-of-way, the City may deduct from any damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will promptly reimburse the City for all costs associated therewith upon billing by the City.

C. In addition, in consideration for being permitted or allowed to use the facilities and/or right-of-way, Applicant on behalf of itself and its officers, employees, members, and participants, hereby expressly exempts and releases the City, its officers, employees, insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability claims and demands result from the act, omission, negligence, or other fault on the part of the City, its officer, or its employees, or from any other cause whatsoever.

D. In addition, Biddeford + Saco Chamber of Commerce has furnished and attached two copies of certificates of insurance with the City of Biddeford named as an additional insured in the amount of \$400,000 unless a greater amount is warranted.

James LaBelle
Signature of Applicant
James LaBelle
Printed Name of Applicant

MAY 17, 2021
Date

APPLICATION NUMBER: _____

**CITY OF BIDDEFORD
SPECIAL EVENT APPLICATION**

City of Biddeford
P.O. Box 586
Biddeford, ME 04005

Name of Event Chamber Fest Location of Event Mechanics Park
Date of Event: 8/3/21 Start Time 5:00 pm Finish Time 7:30 pm

Detailed and specific description of Event (attached separate sheet if necessary)

This is primarily a "Business Expo" tradeshow event.
Chamber Members will share information about their
businesses and tables with other members and people from the
community, and enjoy food, drinks and conversation in a
relaxed outdoor setting for networking and business-building.

Estimated # of Participants 75 Estimated Attendance 75

Type of Event:

☒ Festival/Fair With Alcohol: Yes: ☒ ** No: _____

☐ Race/Walk/Bike Ride

☐ Concert

☐ Parade/March

☐ Other – Please Specify: _____

**** NOTE:** If alcohol is being sold, a Separate License must be obtained through application at City Clerk's Office, and must be approved by the City Council.

What impact will this have upon the surrounding neighborhood? (Noise, Traffic, etc.) Please explain:

Minimal - some parking impact on a temporary basis.

APPLICATION NUMBER: _____

Describe the means by which the neighborhood (residents and businesses) will be notified of this event and its public hearing:

Chamber members (approx. 400 business members) will be notified via email and social media.

Organization (Applicant) Information

Name of Organization or Name of Applicant if NOT an Organization

Biddeford + Saco Chamber of Commerce

Physical Address: 28 Water St.

Mailing Address: _____

Business Telephone 282 1567 Fax — E-mail jim@biddefordsaco.com
org

Income Tax Exempt: Yes: ☒ No: ☐ Tax Exempt Number: _____

Contact Person/Event Coordinator

Name & Address

Jim LaBelle

Telephone 282 1567 Cellular (603) 770-7011 E-Mail jim@biddefordsaco.com
org

Relationship Organization: Exec. Director

General Service Questions

Department of Public Works

Is the use of barricades necessary/requested for this event? No

If yes, number needed —

Will it be necessary to cover street and/or parking signs for this event? No If yes, please note on diagram.

What is your plan for cleanup and debris disposal for this event?

Chamber trash bags/bins

Is any other Public Works assistance anticipated?

NO

Parks and Recreation Department

APPLICATION NUMBER: _____

Will this event take place in a Public Right of Way, Public Way, City Park or athletic field? _____

If yes, where

Mechanics Park

Will tenting/staging be utilized for this event? No If yes, what is your plan to repair any damage caused by stakes, tie-downs, etc?

Any Parks and Recreation assistance required?

No

Fire Department

Will the Fire Department have access to all sites in the event of an emergency?

Yes

Will any fire hydrants be obstructed? No Will you have access to E 9-1-1?

Yes

Will you have First Aid or medical staff present?

N/A

***** If First aid or Medical Staff is needed, The Biddeford Fire Department can provide for a fee. Please Contact the Biddeford Fire Department at 207-282-6632 for details.*****

Police Department

Is traffic control necessary for this event? No If yes, who will provide it?

Is crowd control necessary for this event? No If yes, who will provide it?

Other

All vendors *must* obtain proper licenses/permits from the City Clerk's office (284-9307).

APPLICATION NUMBER: _____

Indemnification agreement/insurance certificate must be attached to this application at the time of submission. Site Plan Sketch may be accompanied by a separate map, if necessary.

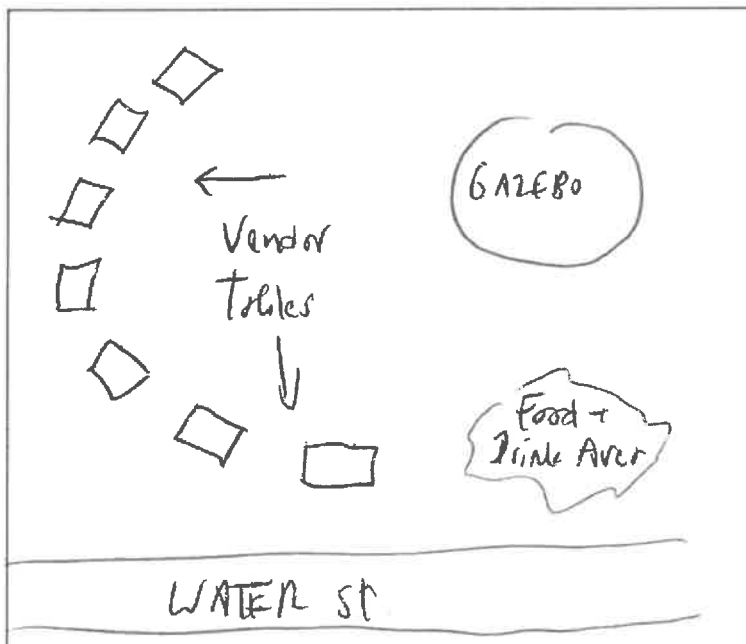
SITE PLAN SKETCH OF SPECIAL EVENT (Completed by Event Coordinator)

In the space below, please provide the following information. Attach a separate map if necessary.

General Map of Location
Event Coordinator's Booth
Tents/Stages/Grandstands
Rest Facilities

Vender Locations
Garbage Cans
Water Sources

Street Closures/Parking Information
Water/Electricity Sources
Loudspeakers



APPLICATION NUMBER: _____

Applicant's Statement of Agreement

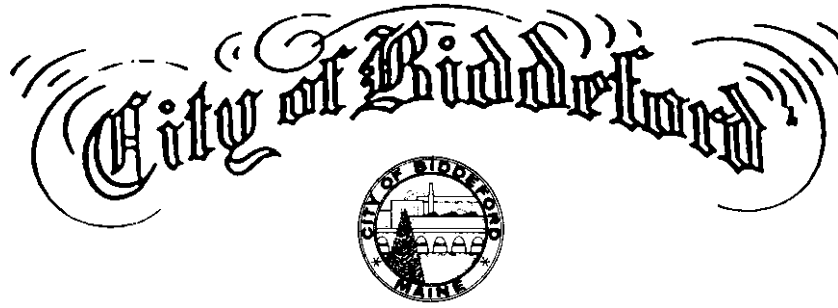
Everything I have stated on this agreement is correct to the best of my knowledge. This permit, if granted, is not transferable and is revocable at any time at the discretion of the City of Biddeford. I understand that the issuance of this permit is contingent upon compliance with any and all conditions imposed by the City of Biddeford or its officers.

Applicant Signature: _____



Date _____

5/18/24



2021.57

IN BOARD OF CITY COUNCIL...JULY 6, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the *Rates and Minimum Standards* for the Biddeford Municipal Airport.

NOTE: The *Rates and Minimum Standards* were reviewed by the Airport Commission. The Commission unanimously voted at their June 14, 2021 meeting to recommend approval by the City Council.



City Council

Meeting Date: July 6, 2021

Meeting Time: 6:00 p.m.

Agenda Item No: 2021.57

Item Description: Biddeford Municipal Airport *Rates and Minimum Standards*

Submitted by: Airport Commission

Supporting Information/Documentation:

Rates and Minimum Standards for Commercial Operations, not for Profit Aeronautical Activities & Leasing of Land and Facilities

Key Terms:

N/A

Executive Summary:

The *Biddeford Municipal Airport Rates and Minimum Standards* has not been updated since 1985. The Airport Commission, along with the Airport Manager, has gone through the document and made appropriate and necessary updates.

Detailed Review:

A copy of the proposed updated *Rates and Minimum Standards* has been provided as part of the Council Meeting packet. May it be noted that the only significant changes made were the square footage thought to be necessary for the specified airport activities.

Funding Source:

N/A

Staff Recommendation:

The Biddeford Airport Commission recommends approval of the updated *Rates and Minimum Standards*

BIDDEFORD MUNICIPAL AIRPORT
RATES AND MINIMUM STANDARDS
FOR COMMERCIAL OPERATIONS, NOT FOR PROFIT AERONAUTICAL ACTIVITIES
&
LEASING OF LAND AND FACILITIES

Prepared for
CITY OF BIDDEFORD
Prepared by
BIDDEFORD AIRPORT COMMISSION

BIDDEFORD MUNICIPAL AIRPORT
88 Landry Street
Biddeford, Maine 04005

Adopted by the Biddeford City Council _____

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SECTION I

PREAMBLE, DEVIATIONS & EFFECTIVE DATE

PREAMBLE

The Biddeford Airport Commissioners, recognizing the need to protect the public health, safety, and to foster the economic health and orderly development of Commercial, Aeronautical and non-Aeronautical Operators at the Biddeford Municipal Airport, hereby promulgates and adopts the following procedures and minimum standards for the use of any land /facility on the Airport or for any commercial aviation activities with direct access to the Airport from adjacent property.

DEVIATIONS

Any Operator may request, in writing, a deviation from the rates and minimum standards set forth herein, as such may be revised from time to time. The City of Biddeford, in its sole discretion, may approve or deny such deviations. In addition, the City of Biddeford reserves the right, in its sole discretion, to impose stricter or more burdensome fees, standards or requirements on any operator before entering into any lease and/or contract with such operator. Any more burdensome or restrictive fees or standards shall be set forth specifically in any such lease and/or contract.

ORIGINAL EFFECTIVE DATE AND CHANGE LOG

The original Rates and Minimum Standards for Commercial Activities and Leasing of Land and Facilities at the Biddeford Municipal Airport were effective February, 1985.

The original Rates and Minimum Standards were revised on the following dates:
November XX, 2018

BIDDEFORD MUNICIPAL AIRPORT

COMMISSIONERS

Laverriere, Rick, Chair
Morris, Carmen, Vice Chair
Bernier, Gerald
Bryand, Thomas
Oliver, Frederick
Pelletier, Roland
Tourigny, Dean

AIRPORT MANAGER

Peter Donaher

SECTION II

NOTICE AND HEARING

Upon the filing of such an application with the Airport Manager's Office, the Airport Manager shall draft a lease, agreement or contract to be presented to the Airport Commission at the next scheduled meeting of the Airport Commission. If no meeting is scheduled within forty-five (45) days from the filing of such application, a special meeting may be called for considering the same and notice thereof given to the applicant. Upon the consideration of the application, the Airport Commissioners shall advise airport management whether or not the applicant meets the standards and qualifications as herein set out and make a recommendation to airport management on whether or not the applicant be granted in whole or in part, and if so, upon what terms and conditions. If the Airport Commission denies an application based on insufficient information, the applicant may resubmit the application, with the information requested by the Airport Commission; denial based on safety must be based on evidence demonstrating that safety will be compromised if the applicant is allowed to engage in the proposed aeronautical activity. The FAA is the final authority in determining what, in fact, constitutes a compromise of safety. The Airport Commission will ensure the airports compliance with Grant Assurance 22 *Economic Nondiscrimination*.

SECTION III

LEASE OR CONTRACT

Any and all leases and/or contracts for commercial operations, not for profit aeronautical activity and/or leasing of land and facilities shall be deemed to incorporate by reference as if fully set forth, whether specified or not, each and every provision of these rates and minimum standards specifically including, but without any limitation whatsoever on the generality of the foregoing, Sections IV, V, VI, and VII below.

SECTION IV

STANDARDS FOR SPECIFIC ACTIVITIES

Four types of activities are anticipated:

1. Fixed Base Operations (FBO) performing multiple commercial activities from leased airport land/facilities;
2. FBOs performing specialized aviation service operations (SASOs) (sometimes referred to as single-service operators) from leased land/facilities (leased from either the airport or another FBO);
3. Independent Operations, which are SASOs performing commercial operations on the airfield without fixed facilities on the airport (such as car rental, maintenance, flight instruction or transient charter operators), and;
4. Commercial Aeronautical operations with direct access to the airfield from adjacent properties (sometimes referred to as 'through the fence operations').

The unique requirements of each of these types of operations will be considered when applying the provisions of these standards. This is not to say that all SASOs providing the same or similar services should not equally comply with all applicable standards, however an operator desiring to provide a single service is not required to meet the criteria for a full-service FBO.

MINIMUM STANDARDS

The standards set forth in the following Sections are grouped according to the specific type of Aeronautical Activity to which they pertain and any Applicant desiring to conduct any of these activities at the Airport must meet the standards pertaining to that type of Aeronautical Activity. The standards set forth herein are the minimum, which the Authority will require in agreements authorizing an Applicant to conduct an Aeronautical Activity at the Airport, and, unless specifically limited herein, do not preclude the Applicant from seeking greater operating authority than the minimum required. The Authority reserves the right to adjust and/or combine the square footage of building space or area required herein for each Aeronautical Activity if the Operator is to conduct more than one Aeronautical Activity. The Authority reserves the right to review and amend these Minimum Standards from time to time as the Authority determines to be necessary in its sole discretion. In addition, the operating or lease agreement between the Authority and the Operator may impose additional, greater or more stringent requirements than those set forth in these Minimum Standards.

SECTION IV - A

4.1 AIRCRAFT CHARTER: AIR TAXI SERVICE

4.1.1 Statement of Concept:

An Aircraft Charter and an Air Taxi Operator is a person or persons, firm, or corporation engaged in the business of providing air transportation persons or property to the general public for hire, either on a charter basis (Commercial Operation) or as an Air Taxi Operator, as defined in the Federal Aviation Act.

4.1.2 Minimum Standards

4.1.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area of not less than 3,000 square feet of ground space to provide for storage of aircraft. On which shall either erect a building or purchase/lease an existing building, which shall provide at least 1,200 square feet of floor space for aircraft storage, and a building to provide a minimum of 100 square feet for office space, customer lounge and restrooms. The area shall be properly heated and lighted; compliant with local codes.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises

4.1.2.2 Equipment:

The Operator shall have one aircraft that has a seating capacity of at least four, is certified for instrument flight rules flight, and the operations must meet all requirements of Parts 135 and 119 of the FAA regulations.

4.1.2.3 Hours of Operation:

Operator shall have its premises open, services available and a ground person available during any flight operations.

4.1.2.4 Personnel and Training:

The Operator shall have in its employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than at least one (1) Federal Aviation Administration certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by Operator.

4.1.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.1.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - B

AIRCRAFT RENTAL OR SALES

4.2.1 Statement of Concept:

An Aircraft Rental or Sales Operator is a person or persons, firm, or corporation engaged in the rental or sale of new or used aircraft through franchises, licensed dealerships or distributorships (either on a retail or wholesale basis), or otherwise; provides such repair, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by him.

4.2.2 Minimum Standards

4.2.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area of not less than 3,000 square feet of ground space to provide for outside display and storage of aircraft. On which shall either erect a building or purchase/lease an existing building, which shall provide at least 2,000 square feet of floor space for aircraft storage, and a building to provide a minimum of 100 square feet for office space, customer lounge and restrooms. The area shall be properly heated and lighted; compliant with local codes.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises.

4.2.2.2 Equipment:

The Operator shall have available for rental, either owned or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft. For sales activity of a new aircraft, a sales or distributorship franchise from a recognized aircraft manufacturer of new aircraft, and at least one demonstrator model of such aircraft.

The Operator shall provide necessary and satisfactory arrangement for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a Repair Shop Operator at Biddeford Municipal Airport. The Operator shall provide an adequate inventory of spare parts for the type of aircraft for which sales privileges are granted.

4.2.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.2.2.4 Personnel and Training:

The Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, set standards being never less than one (1) person having a current commercial pilot certificate with an appropriate rating including an instructor rating.

The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

4.2.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.2.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - C

4.3 FLIGHT TRAINING

4.3.1 Statement of Concept:

A Flight Training Operator is a person or persons, firm, or corporation engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and/or provides such related ground school instruction as is necessary/preparatory to taking written examinations, and/or flight check rides for the category or categories of pilots' licenses and ratings involved. Incidental rental of the operator's aircraft is also permitted. Only those instructors who have complied with this standard will be allowed to instruct at Biddeford Municipal Airport.

4.3.2 Minimum Standards

4.3.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area of not less than 3,000 square feet of ground space to provide for storage of aircraft and flight training operations. On which shall either erect a building or purchase/lease an existing building, which shall provide at least 2,000 square feet of floor space for aircraft storage or adequate tie-down space, and a building to provide a minimum of 100 square feet for office space, customer lounge, restrooms, briefing room and classrooms if applicable. The area shall be properly heated and lighted; compliant with local codes.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises

4.3.2.2 Equipment:

All materials needed for this instruction will be the responsibility of the instructor. The Operator shall have available for training, either owned or under written lease to Operator, not less than two (2) certified and currently airworthy aircrafts, and at least one of which must be equipped for and capable of flight under instrument conditions.

4.3.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.3.2.4 Personnel and Training:

The Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to satisfy the requirements of these Minimum Standards in an efficient manner, but never less than one person having a current commercial pilot certificate with appropriate ratings, including instructor rating. The Operator shall make provision for someone to be in attendance in such Operator's office at the Airport at all times during its required operating hours.

4.3.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.3.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - D

4.4 AIRCRAFT SERVICE FACILITIES (FUELS/LUBRICANTS/MAINTENANCE)

4.4.1 Statement of Concept:

An Aircraft Service Facility is a person or persons, firm, or corporation engaged in the business of providing line service to the more popular demands of the general aviation users of the Airport, to include the sale or interplane delivery of recognized brands of aviation fuels, lubricants and other related aviation petroleum products. This FBO function shall include, in addition to the above, the necessary ramp assistance in parking/tie-down assignments, "follow-me" vehicle operation and collection of transit parking fees. Maintenance services may also be part of a service facility.

4.4.2 Minimum Standards

4.4.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area of not less than 3,000 square feet of ground space to provide for storage of aircraft and aircraft services. On which shall either erect a building or purchase/lease an existing building, which shall provide at least 1,500 square feet of floor space for aircraft storage or adequate tie-down space and aircraft services, and a building to provide a minimum of 100 square feet for office space, customer lounge and restrooms. The area shall be properly heated and lighted; compliant with local codes.

The Operator shall provide auto-parking space "within" the leased area to accommodate all of operations employees. The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

If maintenance services are provided, the Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft awaiting repair of maintenance or delivery after repairs have been completed, and aircraft movement from the Operators building to the taxiway.

If fuel services are provided, the Operator shall enter into a fueling agreement with the City of Biddeford that provides for, among other things, current safety, operational and maintenance requirements for fuel farms; the payment of fuel flowage fees; the inspection of the fueling facilities; the training and testing of fueling personnel; and current FAA procedures for aircraft Fueling Operations.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises.

4.4.2.2 Equipment:

The Operator shall have adequate equipment for the servicing of aircraft types normally expected to use its facilities. The specific equipment requirements shall be deemed satisfied if the Operator owns, leases or otherwise has sufficient access to equipment required to conduct this Aeronautical Activity at the Airport. All equipment must be maintained in good operating condition and appearance.

If fuel services are provided, The Operators fueling facilities shall contain a minimum of 10,000 gallons capacity for each FAA-approved turbine aviation fuel and/or aviation gasoline. All fuel storage tanks shall be above ground, shall be properly metered and shall be equipped with filtered fixed dispensers. Mobile dispensing equipment shall only be permitted if approved by airport management and the City of Biddeford. All EPA/DEP standards and requirements will be complied with and to include State & Local requirements.

In conducting refueling operations, every Operator shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity, and shall also provide approved types of fire extinguishers or other equipment commensurate with the hazards involved in refueling and servicing aircraft as required by NFPA 407 (Standard for Aircraft Fuel Servicing) and State/Local standards.

4.4.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.4.2.4 Personnel and Training:

The Operator shall have his premises open for aircraft fueling and oil dispensing service during daylight hours seven (7) days a week, (Sunday - Saturday). The Operator shall make provisions for such service during hours of darkness with an "on-call" basis. The Operator may elect to install a self-served terminal, as long as appropriate signage is displayed instructing customers how to properly use the fuel dispenser and credit card machine. The Operator shall post in a conspicuous location, a sign explaining the procedures to be followed in obtaining after hour services.

The Operator shall have in his employ, and on duty during the appropriated business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner. Said personnel shall be trained in operating fire-fighting equipment specified in paragraph 2.c. above. Such personnel shall meet and/or exceed all minimum Federal Aviation Administration requirements as applicable.

4.4.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.4.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - E

4.5 AIRFRAME AND POWERPLANT REPAIR FACILITIES

4.5.1 Statement of Concept:

An Aircraft Engine, Airframe Maintenance, and Repair Operator is a person or persons, firm or corporation providing one or a combination of airframe and power plant repair service, but, with at least one person currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed. This category of aeronautical services shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

4.5.2 Minimum Standards

4.5.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area of not less than 4,000 square feet of ground space to provide for storage of aircraft and aircraft services. On which shall either erect a building or purchase/lease an existing building, which shall provide at least 2,500 square feet of floor space for airframe and power plant repair services and cargo handling, and a building to provide a minimum of 100 square feet for office space, customer lounge and restrooms. The area shall be properly heated and lighted; compliant with local codes.

The Operator shall provide auto-parking space within the leases area to accommodate at least two (2) automobiles. The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft awaiting repair or maintenance or delivery after repairs have been completed and aircraft movement from the Operator's building to the taxiway.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises.

4.5.2.2 Equipment:

The Operator shall have adequate equipment for the servicing of aircraft types normally expected to use its facilities. The specific equipment requirements shall be deemed satisfied if the Operator owns, leases or otherwise has sufficient access to equipment required to conduct this Aeronautical Activity at the Airport. All equipment must be maintained in good operating condition and appearance.

4.5.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.5.2.4 Personnel and Training:

The Operator shall have in employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner. Such personnel shall meet and/or exceed all minimum Federal Aviation Administration requirements.

4.5.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.5.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - F

4.6 RADIO, INSTRUMENT, OR PROPELLER REPAIR STATION

4.6.1 Statement of Concept:

A Radio, Instrument, or Propeller Repair Station Operator is a person or persons, firm or corporation engaged in the business of and providing a shop for the repair of aircraft radios, propellers, instruments, and accessories for the general aviation aircraft. This category shall include the sale of new or used aircraft radios, propellers, instruments, and accessories, but such is not an exclusive right.

4.6.2 Minimum Standards

4.6.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area of not less than 3,000 square feet of ground space to provide for storage of aircraft and aircraft services. On which shall either erect a building or purchase/lease an existing building, which shall provide at least 1,200 square feet of floor space to provide housing for any aircraft being serviced and cargo handling, and a building to provide a minimum of 100 square feet for office space, customer lounge and restrooms. The area shall be properly heated and lighted; compliant with local codes.

The Operator shall provide auto-parking space within the leased area and shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft and aircraft movement from the Operator's building to the taxiway.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises.

4.6.2.2 Equipment:

The Operator shall have adequate equipment for the servicing of aircraft types normally expected to use its facilities. The specific equipment requirements shall be deemed satisfied if the Operator owns, leases or otherwise has sufficient access to equipment required to conduct this Aeronautical Activity at the Airport. All equipment must be maintained in good operating condition and appearance.

4.6.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.6.2.4 Personnel and Training:

The Operator shall have in employ and on duty during the appropriated business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner. Such personnel shall meet and/or exceed all minimum Federal Aviation Administration requirements.

4.6.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance as set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.6.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - G

4.7 OTHER INDEPENT OR SPECIALIZED AVIATION SERVICES OPERATIONS {SASOs}

4.7.1 Statement of Concept:

This section establishes standards for other anticipated SASO operations and covers commercial aviation services for the purpose of providing the activities listed below:

- Nonstop sightseeing flights that begin and end at the same airport;
- Crop dusting, fish spotting, seeding, spraying and bird chasing;
- Banner towing and aerial advertising;
- Sport Parachuting
- Life Flight
- Aero photography or Survey Flights
- Firefighting
- Power line or pipe line patrol
- Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

4.7.2 Minimum Standards:

4.7.2.1 Facilities:

These operations are so varied that the operational requirements at the Airport will depend upon the scope of the operation. The minimum standards for these operations, including, without limitation, the insurance coverages required, will be determined by the Authority after review of a detailed Application submitted by the Person requesting permission to perform any such operation at the Airport.

The Operator shall lease from the Biddeford Municipal Airport an area of not less than 500 square feet of ground space, on which shall be erected a building to provide sufficient hanger space to provide housing for any aircraft being serviced or stored, cargo handling, office space and an area for customers. The area shall be properly heated and lighted; compliant with local codes and shall provide a restroom facility for customers' use. Depending on operational requirements, the City of Biddeford may increase or decrease the minimum area the Operator will be required to lease, after review of a detailed Application submitted by the Person requesting permission to perform any such operation at the Airport.

In the case of Sport Parachuting, the operator shall be subjected to a fee, established by airport management, for use of the designated parachute landing area, at the Biddeford Municipal Airport.

The Operator shall provide auto-parking space within the leased area and shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft and aircraft movement from the Operators building to the taxiway.

In the Case of crop dusting, aerial application, or other commercial use of chemicals. Operator shall provide a centrally drained (as per COE/EPA/DEP requirements), paved area of not less than 2,500 square feet for aircraft loading, washing and servicing. Operator shall also provide for the safe storage and containment of noxious chemical materials. Such facilities will be in a location on the Biddeford Municipal Airport, which will provide the greatest safeguard to the public. The Operator will comply with all EPA/DEP requirements.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises.

4.7.2.2 Equipment:

The Operator shall provide and have based on his leasehold, either owned or under written lease to Operator, not less than one (1) aircraft which will be airworthy, meeting all the requirements of the Federal Aviation Administration and applicable requirements of the State of Maine with respect to the types of operations to be performed.

In the case of sport parachuting, all equipment must meet all the applicable requirements, listed by the Federal Aviation Administration (FAA), and the United States Parachute Association (USPA). Operators shall be responsible for meeting all FAA and USPA requirements.

In the case of crop dusting, or aerial application, Operator shall provide tank trucks for the handling of liquid spray and mixing liquids. Operator shall also provide adequate ground equipment for the safe handling and safe loading of dusting materials.

In the case of banner towing and aerial advertising, the Biddeford Municipal Airport reserves the right to charge a nominal fee to the Operator for each banner towing and aerial advertisement, which begins and/or ends at the Biddeford Municipal Airport. Airport management will determine the fee, if any, to be imposed on the Operator, conducting banner towing and aerial advertising.

4.7.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.7.2.4 Personnel and Training:

The Operator shall have in employ and on duty during the appropriated business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner. Such personnel shall meet and/or exceed all minimum Federal Aviation Administration requirements.

4.7.3 Insurance:

The City of Biddeford will determine the minimum insurance coverages required, after review of a detailed application submitted by the Person requesting permission to perform any such operation at the Airport. An Operator performing the service under this category will be required to carry the types and amounts of insurance as set forth in Section VI, below, and maybe required to have additional insurance coverages based on type of operation. The City of Biddeford shall be named as an additional insured on all such policies.

4.7.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - H

4.8 UNMANNED AIRCRAFT SYSTEMS (UAS)

4.8.1 Statement of Concept:

An unmanned aircraft system (UAS) also referred to as a drone that is operated without a human pilot onboard. Instead, an operator on the ground controls the UAS. Small unmanned aircraft systems (sUAS) is a UAS weighing less than 55 pounds.

4.8.2 Minimum Standard

In the case of UAS and sUAS operations, this SASO shall have, in its employ, trained personnel in accordance with FAR Part 107 and applicable local, state, federal regulations in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner. All UAS and sUAS operations must operate in accordance with 14 CFR Part 107 regulations.

In the case of UAS and sUAS operations, this SASO shall comply with all 14 CFR Part 107 operating limitations.

In the case of UAS and sUAS operations, this SASO shall obtain a signed Letter of Agreement with the Airport to operate to and from on Airport property.

In the case of UAS and sUAS operations, a FAA approved Certificate of Waiver shall be obtained for any UAS and sUAS operations that deviates from 14 CFR Part 107 operations limitations.

SECTION IV - I

4.9 MULTIPLE SERVICE FBO

4.9.1 Statement of Concept:

A Multiple Service Operator shall be one who engages in any two (2) or more of the aeronautical services for which minimum standards have been herein before provided.

4.9.2 Minimum Standards

4.9.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area to be determined based on services, to provide for storage of aircraft and aircraft services. On which shall either erect a building or purchase/lease an existing building, which shall be determined based on services for aircraft storage or adequate tie-down space and aircraft services, and a building to be determined based on services for office space, customer lounge, restrooms and class/briefing rooms (if applicable). The area shall be properly heated and lighted; compliant with local codes.

The Operator shall provide auto-parking space within the leased area to accommodate a minimum of four (4) automobiles. The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises.

4.9.2.2 Equipment:

The Operator shall comply with the previously identified minimum requirements, including any equipment restrictions, for each aeronautical service to be performed except as hereinafter provided.

Multiple uses can be made of all aircraft except aircraft used for crop dusting, aerial application, or other commercial use of chemicals.

4.9.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.9.2.4 Personnel and Training:

The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards for each Aeronautical Service as herein before provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator. Such personnel shall meet and/or exceed all minimum Federal Aviation Administration requirements.

4.5.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.5.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - J

4.10 FLYING CLUBS

4.10.1 Statement of Concept:

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, the category of Flying Clubs is added to the Rules, Regulations and Minimum Standards of Airports. All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of Order 5190.6B. However, they shall be exempt from commercial FBO requirements upon satisfactory fulfillment of the conditions contained herein:

4.10.2 Minimum Standards

- 4.10.2.1** The club shall be a nonprofit/not-profit entity (corporation, association or partnership) organized for the express purpose of providing its members with an aircraft, or aircrafts, for their personal use and enjoyment only. The ownership of the aircraft, or aircrafts, must be vested in the name of the flying club (or owned ratably by all of its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.
- 4.10.2.2** Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instructions, except when instruction is given by a lessee based on the airport and who is otherwise permitted to provide flight training. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club and the club does not become obligated to pay for such maintenance work except that mechanics and instructors may be compensated by credit against payment of dues or flight time.
- 4.10.2.3** All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.

4.10.2.4 The flying club, with its permit request shall furnish the airport management a copy of its charter and bylaws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semi-annual basis; evidence of insurance in the types and amounts set forth in Section VI, below (the City of Biddeford shall be named as an additional insured on all such policies); number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club, and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by airport management.

4.10.2.5 A flying club, at any airport controlled by this same airport management shall abide by and comply with all Federal, State and local laws, ordinances, regulation and the rules and regulations of this airport management.

4.10.2.6 A flying club, which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at all airports controlled by this airport management. A public hearing should be held for the purpose of considering such termination.

SECTION IV - K

4.11 THROUGH THE FENCE OPERATIONS

4.11.1 Statement of Concept:

4.11.1.1 At times, City of Biddeford may permit access to the public landing area by independent operators offering an aeronautical activity or by aircraft based on land adjacent to, but not part of, the airport. The obligation to make an airport available for use and benefit of the public does not impose any requirement to permit access by aircraft from adjacent property. The existence of such an arrangement could place an encumbrance upon the airport property unless the off-site owner or operator conforms in all respects to the requirements of any existing or proposed grant agreements. In addition, operating restrictions must be in place to ensure safety (including entry and inspection permissions), equitable compensation for use of the airport (including normally assessed sales charges) and consistent application of applicable Minimum Standards.

4.11.1.2 The City of Biddeford may execute any 'through the fence' commercial aviation operations, after receiving written application in accordance with this document, and Biddeford Municipal Airports Access Policy, outlined in Section V. In all cases, applicable requirements of this document will be enforced.

SECTION V

5.1 ACCESS POLICY

5.2 Statement of Concept:

5.2.1 This Article shall be known and may be cited as the Biddeford Municipal Airport Access Policy or the "Access Policy." This Access Policy shall apply to any person or entity desiring aeronautical access to the runways and taxiways of the Airport from property adjacent to the Airport, but not a part of or owned by the Airport. Access approval is conditioned upon the possession of an executed Access Agreement that stipulates terms and conditions including permitted activities and proscribed uses. The Authority is not required to allow aeronautical access to a party desiring to enter the AOA of the Airport from an off- Airport location. The Biddeford Municipal Airport Authority is obligated under FAA Grant Assurances to ensure that the following conditions are included, at a minimum, in any such Access Agreement:

5.2.2 Any Access Agreement shall require compliance with any existing and/or future Grant Agreement between the FAA and Authority; and include the ability to cancel such Agreement for non-conformance with these Grant Assurances.

5.2.3 The Authority shall seek a fair share recovery of initial and continuing costs of providing a public use landing area. The establishment of rates, fees, charges, and the like should be set at levels no lower than those for comparable on-Airport property, which do not give an unfair competitive advantage to the off-Airport party, and be in conformance with FAA Grant Assurances.

5.2.4 The Authority shall not be precluded in their rights and powers nor be placed in a position that might result in a violation of exclusive rights prohibitions of FAA Grant Assurances.

5.2.5 There shall not be any actual or proposed development or use of land and facilities on airport property, contrary to the approved ALP.

5.3 Access Right

5.3.1 Airport access to Off-Airport Users is not an obligation of the Authority. Access to the Airport may be granted to Off-Airport Users subject to the terms and conditions of this Article and of the Access Agreement granted to each Off-Airport User. The access granted shall be for the purpose(s) as defined in the Access Agreement so that it will have access to the Airport taxiways leading to runways, for the purpose of maneuvering, taking off, and landing of Aircraft. The access right may be revoked by the Airport Authority for failure to comply with the provisions of these Articles, Airport Rules and Regulations, Storm Water Management Plan, terms of its Access Agreement, or other policies and provisions of the Airport, or as required by any federal or state oversight action including but not limited to FAA, HLS, TSA, and MOOT.

5.4 Off-Airport Parcel Uses; Access Taxiways: Permitted and Prohibited

5.4.1 Access Area

5.4.1.1 The Authority, FAA, State of Maine Division of Aeronautics, or any other regulatory authority shall have the right to enter the Access Area to inspect or perform other regulatory requirements. All safety and operational rules and regulations applicable to the operation of the Airport shall be applicable to the Access Area.

5.4.2 Access Taxiway Construction

5.4.2.1 An Off-Airport user shall construct Access Taxiways to connect its parcel with Airport taxiways. The number, exact location and configuration of the Access Taxiways will be determined from time to time by the Off-Airport User. Plans and specifications for Access Taxiways shall be approved by the Authority and FAA prior to construction. Access Taxiways shall be built to FAA design standards and shall be designed and constructed to meet the same standards for taxiway construction as those for Airport taxiways.

5.4.3 Transfer & Maintenance of Improvements

5.4.3.1 After completion of construction, inspection, and approval by the Airport Authority, that portion of the Access Taxiway on Airport property shall be dedicated to the Airport Authority and maintained by the Airport Authority. Upon demand, Off-Airport Users shall reimburse the Airport Authority for cost of said pavement area maintenance. Those portions of Access Taxiways off the Airport property shall be maintained by the Off-Airport User in accordance with commercial aviation standards for maintenance of public taxiways.

5.4.4 Permitted Uses

5.4.4.1 An Off-Airport User shall only be permitted to conduct aviation activities from Off-Airport Parcels which are defined in the Access Agreement. Activities on Off-Airport Parcels are subject to all City of Biddeford and/or York County zoning ordinances and land use regulations as applicable.

5.4.5 Self-Fueling

5.4.5.1 Self-fueling operations on an Off-Airport Parcel are subject to written agreement with the Airport Authority.

5.4.6 Development Plan Compliance

5.4.6.1 Development and improvements on Off-Airport Parcels that access the Airport must be in compliance with the Airport Authority's Airport Master Plan and Airport Layout Plan and as they are amended. Off-Airport Users shall also submit Form 7460-1 to FAA prior to placing or constructing any building or other structure on the Off-Airport Parcel.

5.4.7 Residential Access

5.4.7.1 Access to the Airport from Off-Airport Parcels used for residential purposes shall not be permitted.

5.5 Access Agreement

5.5.1 Application Granting of Access

5.5.1.1 Any Off-Airport User who desires access to the Airport from an Off-Airport Parcel shall apply to the Airport Authority for an Access Agreement. The Off-Airport User shall deliver to the Airport Authority a survey plan of the Access Area, including a computation of the size of the Access Area in square footage on the Off-Airport Parcel. Additional information will be provided as detailed in the application, and the Off-Airport User shall clearly show how he/she intends on complying with the Airport Master Plan and ALP.

5.5.2 Conditions for Granting; Access Agreement

5.5.2.1 Airport Authority and Airport Authorities staff shall review the application for compliance with the Airport Master Plan, ALP, and other requirements as set forth in this Article. If issued, the Access Agreement shall continue in accordance with the negotiated terms as defined in the Access Agreement or until it expires or is revoked or terminated by the Airport Authority for cause as described below. Said Agreement is renewable with the prior written approval of the Authority.

5.5.3 Assignment of Access Agreement

5.5.3.1 The Access Agreement may not be sold, transferred or assigned without the prior written approval of the Airport Authority.

5.5.4 Contents of Agreement; Amendment of Agreement

5.5.4.1 The Access Agreement shall specify the size of the Access Area and applicable fees and royalties to be charged pursuant to this Article. Applicable access fees will be negotiated between the Airport Authority and the Off-Airport User on a case-by-case basis, and specified in the Access Agreements. An Off-Airport User shall have the right to change the Access Area on its Off-Airport Parcel from time to time only if said user notifies the Airport Authority of such change, provides a new survey of the revised Access Area, and applies for an Access Agreement for such revised Access Area. Said Agreement shall be issued if such revised access area complies with the provisions of this Article. The fee shall be adjusted appropriately due to any change in the Access Area. Any further access or change in existing access location(s) may not be allowed if it is in conflict with on-Airport future development plans. All on Airport activities will take priority over Off- Airport access.

5.5.5 Revocation; Reinstatement

5.5.5.1 The Airport Authority may revoke the Access Agreement of any Off-Airport User who does any of the following:

- Fails to pay its applicable fee or otherwise to comply with any provision of this Article, with such failure not being corrected within ten (10) days after written notice thereof is given by the Airport Authority to such user
- Fails to pay prior to delinquency the lawfully assessed and levied City or County taxes on its Off- Airport Parcel
- As provided for in the Access Agreement. Any Access Agreement that has been revoked shall be reinstated upon payment of such fee, correction of any such non-compliance, or payment of such taxes plus all penalties and interest, as applicable. The Airport Authority reserves the right at their sole discretion to permanently revoke the Access Agreement, notwithstanding the provisions of this paragraph, if such revocation is due to multiple instances of non-compliance with this Article.

5.5.6 Post-revocation Hearing

5.5.6.1 In the event that an Access Agreement is revoked, the permittee may request, in writing within 15 days of such revocation, a hearing before the Airport Authority to appeal the revocation of the Access Agreement.

5.5.7 Prohibition Against Un-Permitted Access; Penalty

5.5.7.1 It shall be an unlawful trespass for any person to utilize an access right, or enter the AOA of the Airport from an off-Airport location for aeronautical purposes, unless such person holds a valid Access Agreement.

5.5.8 Multiple Off-Airport Users; Single Parcels

5.5.8.1 Separate entities operating on common Off-Airport Parcels shall be treated as if operating on separate Off-Airport Parcels. Each entity shall apply for and obtain its own Access Agreement as outlined in this Article and shall be directly responsible for the associated fees. In the event that an Access Agreement has been entered into for several parcels within an adjacent property, all fees and conditions may be addressed in a single Access Agreement. In the event that any breach of the Access Agreement occurs, the Airport Authority, in their sole discretion, may deny access to the Airport for all or any of the parcels and lots within such adjacent property that have access to the Airport under such Access Agreement even if fewer than all of the owners of parcels or lots are in breach of the Agreement.

5.6 Access Agreement Fee; Time for Payment; Amount of Fee

5.6.1 Agreement Fee; Time of Payment

5.6.1.1 At the time of issuance of an Access Agreement, Off-Airport Users shall be charged a fee which shall be defined in the Access Agreement document. The fee shall be subject to late

charges as established and from time to time be revised by the Airport Authority if not paid within 10 days of the date due.

5.6.2 Agreement Fee; Amount of Fee

5.6.2.1 The annual fee for Airport access will be those amounts determined by the Airport Authority or as specifically defined in the Access Agreement and associated agreements. All fee amounts are subject to change.

SECTION VI

6. INSURANCE REQUIREMENTS

6.1 Insurance Requirements. Subject to modification or deviation based upon written requests made by individual operators, and approved in writing by City Biddeford, all operators, including subcontractors, shall maintain insurance with companies licensed to write business in the State of Maine, with an A.M. Best rating of "A" or higher, and acceptable to the City of Biddeford, of the kinds and minimum amounts specified below. The following insurance shall be procured at the inception of any contracts and/or leases entered into between operator and the City of Biddeford, and shall be kept in force during the duration of this agreement:

Comprehensive General Public Liability Insurance - Bodily injury/property damage, \$1,000,000 per occurrence and \$1,000,000 aggregate; and including if applicable:

Aircraft Liability - Bodily injury/property damage, \$1,000,000 per occurrence and \$1,000,000 aggregate *(if applicable)*;

Hangar Keeper's Liability - Not less than \$500,000 and at least equal to the value of the aircraft in the care, custody, and control of the hangar keeper *(if applicable)*;

Products Liability - \$1,000,000 per occurrence *(if applicable)*;

Worker's Compensation Insurance - *(if applicable)*;

Motor Vehicle Liability- Bodily injury/property damage, \$500,000 per occurrence and \$1,000,000 aggregate *(if applicable)*.

SECTION VII

7. ADDITIONAL TERMS, CONDITIONS, AND PROVISIONS

7.1 Indemnity. Operator, including operator's subcontractors, shall defend, indemnify, and hold harmless the City of Biddeford, including any and all officers, officials, employees, attorneys, contractors, subcontractors and other agents against any and all claims, demands, actions, causes of action, or other liability, at law or in equity, including attorney's fees and other costs of litigation, on account of personal injuries or death or on account of property damage arising out of or relating to the work to be performed by operator under any contract or lease entered into between operator and City of Biddeford, resulting from the negligence or other unlawful or wrongful acts or omissions of operator, operator's employees, agents, and/or subcontractors.

7.2 Waiver of Subrogation. Operator, including operator's subcontractors shall have a waiver of subrogation endorsement to any and all insurance policies, thereby waiving their right to sue for and recover damages from the City of Biddeford.

7.3 Construction. Any structure or facility to be constructed or placed upon or within the Airport shall be constructed in a manner to conform to all safety regulations of the State of Maine and the City of Biddeford, and shall be in compliance with the requirements of current building codes and fire regulations of the City of Biddeford, as amended from time to time; and that any construction, once commenced, will be diligently prosecuted to completion. Any such construction must first be approved by the City of Biddeford in writing.

7.4 Payments. Payment shall be made monthly on the tenth day of each month unless otherwise agreed in writing. All tenants shall provide the Airport Manager with a report of operations and sales with any percentage payments as may be required by them. The City of Biddeford reserves the right to audit these reports and or statements as necessary for its purposes, unless otherwise agreed to in writing.

ATTACHMENT 1:
BASIC LEASE TERMS AND CONDITIONS:

1. Premises to be Operated for Use and Benefit of the Public

1.1. The Operator agrees to operate any leased premises of Operator on the Airport for the use and benefit of the Public and to furnish good, prompt and efficient service, adequate to meet all demands for its service at the Airport.

2. Federal Requirements; Nondiscrimination

2.1. Operator agrees that in conducting its operations under the License it shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to the Airport and Airway Improvement Act of 1982, as amended, and any regulations issued there under, as well as all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

2.2. Operator agrees: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any premises and facilities of Operator at the Airport, (2) that in the construction of any improvements on, over, or under such premises and facilities and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that Operator shall use any such premises and facilities in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

2.3. Operator agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Nondiscrimination in Airport Aid Program, or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Operator assures that it will require that its covered sub- organizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurance from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

2.4. Operator agrees that it shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Operator may make reasonable and non- discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

2.5. Operator agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this License on the grounds of race, color, national origin or sex, as provided in 49 CFR Part 23, Participation of Minority Business Enterprise in Department of Transportation Programs, or parallel regulations issued by the FAA.

2.6. Noncompliance with these nondiscrimination provisions after timely notice of noncompliance is provided to Operator by either the Cities or the U.S. Government, and Operator's failure to substantially remedy such noncompliance within a reasonable period, shall constitute a material breach of these provisions and this License. In the event of such noncompliance, the Cities shall have the right to terminate this License and any estate created hereunder, without liability therefore, or at the election of the Cities or the United States, either or both shall have the right to judicially enforce such provisions.

3. Aircraft Service by Owner or Operator of Aircraft

3.1. No right or privilege granted herein shall serve to prevent persons operating aircraft on the Airport from performing any services on their own aircraft with their own regular employees and equipment (including, but not limited to, repair and maintenance); provided that the Airport Rules and Regulations and License provisions are followed.

4. No Exclusive Rights

4.1. Nothing herein contained shall be construed to grant or otherwise authorize the granting of an exclusive right to provide any aeronautical service to the public or to conduct any aeronautical activity on the Airport.

5. Airport Development

5.1. The Airport Authority reserves the right to further develop or improve the Airport as they see fit, without unreasonable interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities during the any lease term, the Cities agree to provide a comparable location without any unreasonable interruption to the Operator's activities, and agree to relocate all Operator- owned buildings or provide similar facilities for the Operator at no cost to the Operator, except as amended by a written lease with the Operator.

6. Airport Authority Right to Maintain the Airport

6.1. The Airport Authority reserve the right (but shall not be obligated to the Operator) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Operator in this regard.

7. Right of Flight

7.1. There is hereby reserved to Airport Authority, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace

above the surface of any leased premises of Operator on the Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft using said airspace for landing at, taking off from or operating on the Biddeford Municipal Airport.

8. Airport Obstructions or Other Hazards

8.1. The Operator expressly agrees for itself, its successors and assigns that it will (1) not erect nor permit the erection of any structure or object nor permit the growth of any tree on any leased premises of Operator on the Airport that violates 14 CFR Part 77 Surfaces; (2) not make use of any such leased premises in any manner which might interfere with operation or safety of the Airport or otherwise constitute a hazard; and (3) submit form 7460-1 and 7480-1 (if applicable) to the FAA at least 30 days prior to the construction of any structure or potential obstacle.

8.2. The Airport Authority reserve the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, and to prevent and abate any hazard or interference, including (1) the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Airport Authority, would limit the usefulness of the Airport or constitute a hazard to the aircraft, and (2) the right to enter upon leased premises and to remove the offending structure or object, abate the interference, or cut the offending tree, all of which shall be at the expense of the Operator.

9. Compliance with Laws, etc.

9.1. The Operator shall comply with the Airport Rules and Regulations, the Airport Security Plan, Airport Minimum Standards, and the Airport Operations Manual, as existing at the time the License is granted, or as amended from time to time thereafter at the Airport Authority sole discretion. The Operator shall comply with all federal, state and municipal laws, ordinances, codes and other regulatory measures (specifically including but not limited to all FAA and U.S. Environmental Protection Agency ("EPA") requirements) now in existence or, as may be hereafter modified or amended, applicable to the operation conducted. If the Operator fails to comply with this provision and the requirements referenced herein and such failure results in damage or expense to the Airport Authority, the Operator shall indemnify the Airport Authority for that damage or expense. Operator shall, at its sole cost and expense, pay all taxes, fees and other charges that may be levied, assessed or charged by any duly authorized agency.

10. Required Licenses and Certificates

10.1. The Operator shall procure and maintain during the term of the agreement all licenses, certificates, permits and other similar authorizations required for the conduct of its authorized business operations on the Airport.

11. Handling of Waste Liquids

11.1. No substances likely to impair the operation of sewage or drainage systems, or otherwise not permissibly placed in such sewage or drainage systems, shall be placed therein; nor shall oils, greases, detergents or other liquid wastes be disposed of by pouring on the ground. All rules, regulations, advisory publications or other requests issued by the United States EPA or competent governmental authority shall be complied with at all times, including but not limited to the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of the Operator's or the Operator's customers', aircraft. Installation of said trap shall conform to the recommended specifications of the USEPA, the State of Maine, the City of Biddeford, any applicable special district, and the sewage operator.

12. Indemnification

12.1. In concert with and in addition to the insurance requirements set forth herein, Operator shall indemnify, protect, defend, and hold Airport Authority, their officers, employees, and agents, and their insurers, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this License and/or the use or occupancy of any leased premises of Operator on the Airport, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the Airport Authority. Operator shall use counsel reasonably acceptable to the Cities in carrying out its obligations hereunder.

12.2. Airport Authority shall give Operator reasonable notice of any claims or actions against the City of Biddeford, which directly or indirectly affect Operator, and Operator, shall have the right to compromise and defend the same to the extent of its own interest.

12.3. . Operator agrees that if a prohibited incursion into the Air Operations Area occurs, or the safety or security of the Air Operations Area, the Field and Runway Area, or other sterile area safety or security is breached by or due to the negligence or willful act or omission of any of Operator's employees, agents, or contractors and such incursion or breach results in a civil penalty action being brought against the Airport Authority by the U.S. Government, Operator will reimburse Airport Authority for all expenses, including attorney fees, incurred by Airport Authority in defending against the civil penalty action and for any civil penalty or settlement amount paid by Airport Authority as a result of such incursion or breach of airfield or sterile area security. Airport Authority shall notify Operator of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of TSA Part 1542, Airport Security, TSA

Part 154 4, or FAR Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers.

12.4. The provisions of this section shall survive the expiration or early termination of this License for matters arising before such expiration or early termination.

13. Right of Entry

13.1 . Any official representative of the Airport Authority may enter upon any leased premises of Operator on the Airport during normal operating hours, and for any purpose incidental to, or connected with the performances of the Operator's obligations under this License or in the exercise of their function as a representative of the Airport Authority.

13.2. Further, any official representative of the Airport Authority may enter upon any leased premises of Operator on the Airport at any time in response to an emergency.

13.3. To facilitate 8.13.2 above, the Operator shall either provide escrowed door keys, access codes, or the like to the Airport Manager for any leased premises of Operator on the Airport, or accept responsibility and hold Airport Authority harmless for possible damage to such leased premises as a result of a forced entry by Airport Authority representatives in responding to an emergency.

14. Termination

14.1. Upon the expiration or other termination of a Lease or License, the Operator's rights to the premises, facilities, other rights, licensed services and privileges granted in this License shall cease, and the Operator shall, upon such expiration or termination immediately and peacefully surrender the same.

15. Assignment

15.1. All covenants, stipulations and provisions in a Lease or License shall extend to and bind the Operator's legal representatives, successors and assigns.

15.2. This Lease or License may not be assigned, without the prior written consent of the Biddeford Municipal Airport Authority, which shall be exercised in the Biddeford Municipal Airport Authority sole discretion after consideration of, among other things, the qualifications of the proposed assignee, the effect of the assignment on the Biddeford Municipal Airport Authority, and the effect of the assignment on competition at the Airport. Assignment shall not relieve the Operator from its obligations under the License unless expressly so stated in the Biddeford Municipal Airport Authority written consent.

15.3. As used herein, "assignment" means and includes, but is not limited to, (i) the grant or transfer of any right, title, possession, lien, encumbrance, security interest or other interest in, on or to any part of the stock or other ownership interest of Operator, (ii) grants or transfers to a single person or entity, including to any other person(s) and entity(ies) directly or indirectly controlled by it or which directly or indirectly control it, of any right, title, possession, lien, encumbrance, security interest or other interest in, on

or to any part of the stock or other ownership interest of Operator, (iii)) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the income or profits (however they may be measured or defined, e.g., gross income, gross profit, operating profit, net profit) of Operator, and (iv) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the cash flow (however it may be measured or defined) of Operator. If Operator shall assign or attempt to assign its interest in the whole or any part of this License in violation of this Article, such assignment shall be void and this License shall thereupon automatically terminate. Airport Authority consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

16. Subordination

16.1. This Lease or License shall be subordinate to the provisions and requirements of any existing or future agreement between Biddeford Municipal Airport Authority, the State of Maine, and the United States, relative to the development, operation or maintenance of the Airport. This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States, during the time of war or national emergency.

ATTACHMENT 2:

DEFINITIONS

The following terms shall have the following meanings:

Aeronautical Activity or Activities - Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft or another aeronautical activity or which contributes to or is required for the safety of such operations.

The following activities, without limitation, which are commonly conducted on airports, are considered "Commercial Aeronautical Activities " within this definition: aircraft charter, pilot training, aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), aircraft sales and service, sale of aviation fuel and oil, aircraft maintenance, sale of aircraft parts, and any other activities which, in the sole judgment of the Authority, because of their direct relationship to the operation of aircraft or the Airport, can be appropriately regarded as an aeronautical activity.

AC - Advisory Circular

Access Agreement - Any document approved by the Authority, granting aeronautical access to the Airport by an Off-Airport User, subject to the provisions of this Article. Such Agreement will specify the particular terms, conditions and limits of Airport access, and shall describe the Access Area.

Access Area - The entire portion of an Off-Airport Parcel, described in an Access Agreement, which is used by the Off-Airport User for aeronautical purposes, including buildings, hangars, driveways, parking areas, aircraft aprons, taxiways/taxilanes, landscaping or other uses.

Access Taxiway - An aircraft taxiway or taxilane, located on or off the Airport, that connects into a taxiway or taxilane on the Airport and that is constructed for the purpose of allowing aircraft to taxi between the Airport and Off-Airport Parcel(s).

Agency - Any governmental (local, state, or federal) entity, agency, organization, unit, or authority.

Agreement - An enforceable by law, written contract between two or more parties.

Air Charter or Taxi - The providing of air transportations for persons or property as an air taxi operator or charter basis for hire.

Air Operations Area (AOA) - A portion of the Airport designated and used for landing, taking off, or surface maneuvering of Aircraft. There are two areas of the AOA, the movement area and the non- movement area. These areas are shown on the Airport Layout Plan (ALP).

Aircraft - Means aeronautical devices including, but not limited to, powered aircraft, gliders, helicopters, parachutes, hang gliders, and balloons.

Aircraft Maintenance - Means the repair, adjustment, or inspection of aircraft. "Major Repairs" means major alterations to the airframe, power plant, propeller, and accessories as defined in 14 CFR Part 43. "Minor Repairs" means normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories.

Airframe and Powerplant Mechanic (A&P Mechanic) - A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings, issued by the FAA under the provisions of 14 CFR Part 65.

Airport - The Biddeford Municipal Airport, owned and operated by the City of Biddeford, including all portions thereof.

Airport Commission - An advisory board to the City of Biddeford and Airport Management, to ensure local ordinances and state and federal laws, and to ensure the airport is operated in the benefit of the public.

Airport Layout Plan (ALP) - The current FAA-approved drawings depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, taxilane, buildings, roadways, utilities, nav aids, apron, airport operations areas, etc.

Airport Manager - That person or his / her designated representative that is responsible for the administration and management of Airport property, operations, material assets, financial assets and employees. The term "Airport Management" is interchangeable with the term "Airport Manager", and shall have the same meaning and authority for purposes of federal, state, and local law.

Airport Security Plan - Required TSA document regarding the applicable security regulations that require airport compliance.

Apron - Those paved areas of the Airport within the AOA designated for the loading or unloading of passengers or cargo, servicing, or parking of aircraft.

ARFF- Aircraft Rescue and Fire Fighting.

Assurance - Voluntary compliance a recipient of Federal airport development assistance to abide by a provision contained in a Federal grant agreement.

Authority - The Biddeford Municipal Airport Authority shall be considered a person holding a position of employment, within the City of Biddeford, who has been designated to one of the following positions; Airport Manager, Chief Operating Officer, or City Manager.

Building - The main portion of each structure, all projections or extensions there-from and any additions or changes thereto, and shall include hangars, garages, outside platforms and docks,

carports, canopies eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included in this definition.

CFR - Code of Federal Regulations

City - The City of Biddeford, Maine

Commercial - That which involves or makes possible earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished.

Commercial Aeronautical Activity - Any activity in which the purpose is to collect income, profit, compensation, or earnings (regardless of whether or not said purposes are accomplished) which utilized the operations in any part of an aircraft(s).

Equipment - All machinery, supplies, tools, trade fixtures and apparatus necessary to the proper conduct of the activity being performed.

FAA - Federal Aviation Administration of the United States government.

FAR- Federal Aviation Regulations

Fire Code - The version of the Fire Code adopted by the City of Biddeford from time to time. Upon the effective date of these Rules, that was the Uniform Fire Code, 2003 Edition.

Flight Training - The dual, solo, ground, and proficiency instruction of pilots in either a fixed or rotor wing aircraft to complete various FAA licenses and/or ratings.

Fuel Handling - The transporting, delivering, fueling, or draining of fuel or fuel waste products.

General Aviation - All aviation activities except government and cargo and/or passenger air carriers.

Grant Agreement - Any agreement between the FAA and the B19 Airport to obtain federal funding or a conveyance of land to be used for airport purposes.

Hazardous Materials - Means any hazardous or toxic substance, material or waste, which is or becomes regulated by any local government authority, the State of Kansas or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (1) defined as a "hazardous substance" under appropriate state law provisions; (2) petroleum; (3) asbestos (4) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (7) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

Improvements - All buildings, structures and facilities, including, but not limited to, pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the City for conformity with its building and construction standards.

Lease - A contractual agreement between the Authority and a person, granting the use of a defined ground area on the Airport for a term of years, and establishing conditions for its use.

Leased Premises - Land, property, buildings and other improvements leased by an operator for performance of their approved activities.

License - A contractual agreement between the Authority and a person, granting a concession or otherwise authorizing the conduct of a commercial activity on the Airport, which is in writing and enforceable by law. A license may be a stand-alone document, or may be combined with a lease into one document.

MDOT - Maine Department of Transportation

Master Plan - An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective and adopted by the Authority, a copy of which is on file and available for inspection in the Airport office, and any amendments, modifications, revisions, or substitutions thereof. The ALP is a part of the Master Plan.

Minimum Standards - Standards set by the Biddeford Municipal Airport that must be met by any entity wanting to conduct commercial aeronautical activity on the Biddeford Municipal Airport.

Movement Area - Runways, runway safety areas, taxiways, taxilane, taxiway safety area and other areas of the Airport that aircraft use for taxiing/hover taxiing, air taxiing, takeoff and landing, exclusive of loading ramps and parking areas as shown on the ALP.

National Fire Protection Association (NFPA) - All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

Non-Commercial - Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit.

Off-Airport User - An owner or user or an Off-Airport Parcel who desires to operate aircraft directly between its Off-Airport Parcel and the Airport.

Off-Airport Parcel - Any tract of land, or portion thereof, not located on the Airport that abuts or will abut an Access Taxiway or Taxilane as such may exist from time to time.

Operator - Means any person based on the Airport and providing one or more commercial aeronautical services at the Airport. All Fixed Based Operators (FBOs), Retail Self Service Fueling Operators (RSFOs), and Specialized Aviation Service Operators (SASOs), are defined as operators, per se.

Person - Any individual, firm, sole proprietorship, corporation, company, limited liability entity, association, joint stock association, partnership, co-partnership, trust, estate, political body or

other form of entity, and includes any trustees, receiver, assignee, or similar representative thereof.

Principals - For corporations, the directors, officers and stockholders holding more than 10% of the company stock. For partnerships, all general and limited partners. For limited liability entities, all managers and members holding more than a 10% interest. For other entities, all those having authority to act for the entity, or being a 10% or greater beneficiary or interest holder.

Property - Pertains to anything owned by an entity.

Ramp - A paved area suitable for aircraft parking.

Refueling Vehicle - Any vehicle used for fuel handling, including without limitation fuel servicing hydrant vehicle and hydrant carts.

Regulatory Measures - Federal, state, county, local, airport laws, codes, statutes, ordinances, orders, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation (USDOT), United States Department of Homeland Security, FAA, TSA, NFPA, Aircraft Rescue and Fire - fighting Standard Operating Guidelines, the Airport Certification Manual and Airport Security Plan, and these Rules; all as may be in existence, hereafter enacted, and amended from time to time.

Release - Any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing, and actions of similar nature, including without limitation, the moving of any material through, into or upon any land, soil, surface water, ground water, or air, or otherwise entering into the environment.

Repair Facility - A facility utilized for the maintenance, repair and overhaul of Aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

Repair Station - An Aircraft Maintenance facility certificated under 14 CFR Part 145 and the FAA to perform specific maintenance functions.

Scheduled Air Carrier - Any operator who undertakes directly, or by other arrangements, to engage in air transportation for hire under FAR Parts 135, 121 or 380, on a scheduled basis, over specific routes to provide scheduled passenger service. Conditions, requirements and standards for this type of commercial aeronautical activity shall be governed by the terms of an airport use agreement, and are not subject to the requirements of the Minimum Standards.

Self-Fueling-The owner, or owner's employees by means of the owner's equipment, of an aircraft fueling that aircraft.

Sublease - A lease granted by an Airport lessee to another entity of all or part of the property leased from the Authority, where on a sole or joint lease basis.

Taxilane - The portion of the Airport used for aircraft access between taxiways, hangars, and aprons as shown on the ALP.

Taxiway - A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the runway) as shown on the ALP.

Through the Fence or Off-Airport Access - Operations that are conducted off the actual Airport property that have aeronautical access to any portion of the Airport's runway or taxiway system through a written agreement or permit with the Authority.

Tie-Down - The area, paved or unpaved, suitable for parking and mooring of aircraft wherein suitable tie- down points have been located.

Transient Aircraft - Any aircraft utilizing the Airport for occasional transient purposes and which is not based at the Airport.

TSA - Transportation Security Administration

VAS - An unmanned aircraft system (also referred to as a drone) that is operated without a human pilot onboard. Instead, the UAS is controlled by an operator on the ground.

sUAS - Small unmanned aircraft systems weighing less than 55 pounds.

Vehicle - Any apparatus with the ability of moving itself from place to place on wheels that does not need human muscular power (excludes objects designed primarily to move through the air).

ATTACHMENT 3:
APPLICATION PROCESS

B19 License/Lease Process

This is a general guide to the lease process. The Biddeford Municipal Airport Authority may deviate from this process as needed from time to time.



ATTACHMENT 4:
APPLICATION FOR AIRPORT USE
AGREEMENT OR LEASE AGREEMENT

Any person wishing to acquire the use of land or establish or use any facility on the Airport for any activity or to establish a commercial aeronautical activity with direct access to the airport from adjacent property shall be furnished a copy of these rates and standards, as amended from time to time, and shall make an application in writing, filed with the Airport Manager, setting forth in detail the following:

1. The name and address of the applicant;
2. The proposed land use and/or services to be offered;
3. The requested or proposed date for commencement of the activity and the term of conducting same;
4. The amount of land to be leased;
5. The financial responsibility and ability of applicant or operator to carry out the activity sought;
6. Any person(s) wishing to establish a flight training program shall also include the following information:
 - a) Licenses and Qualifications of the instructor
 - b) Type of training to be provided
 - c) Curriculum description
 - d) Aircraft registration and certifications
 - e) Provisions for aircraft storage and maintenance
 - f) Provisions for rest rooms and briefing rooms
 - g) Fee structure
 - h) Other information as deemed relevant
7. Any person(s) wishing to conduct parachute operations shall also include the following information:
 - a. Licenses and Qualifications of the instructor(s)/jumper(s)/pilot(s)
 - b. Type of training to be provided *(if applicable)*
 - c. Curriculum description *(if applicable)*
 - d. Aircraft registration for jump plane and certifications of pilot
 - e. Provisions for aircraft storage and maintenance *(if applicable)*
 - f. Provisions for rest rooms and briefing rooms *(if applicable)*
 - g. Fee structure *(if applicable)*
 - h. Safety devices and equipment, which will be used
 - i. Intended altitude of jump
 - J. Copy of Standard Operating Procedures *(if applicable)*
 - k. Proof of United States Parachute Association Membership
 - l. Dates and hours of intended operation

Application For Business License, Airport Use Agreement and Lease Agreement <i>Biddeford Municipal Airport</i>			
Section 1: <i>Contact Information</i>			
Legal Name:			
Mailing Address:			
Phone Number:			
E-mail Address:			
Section 2: <i>Business Information</i>			
Type of Business:	☐ Fixed Base Operator (FBO) ☐ Multiple Service FBO ☐ Specialized Aeronautical Service ☐ Restaurant ☐ Independent Operator		
Proposed Service:			
Name of Business:			
Name of Owner:			
List any Co-Owners:	<i>Title:</i>	<i>Name:</i>	
Address:			
Website:			
Phone Number:			
E-mail Address:			
Please indicate the number of years in business: 1			
Section 3: <i>Additional information for Proposed Business:</i>			

I. Description of Facility: (Include Size, Type of Building, Intent to Lease or Build, Location and Amount of Land to be Leased) <i>(Use additional sheet if necessary to completely answer)</i>												
2. Proposed Date of Commencement of Business: Date: _____												
3. Employment Information: Number of Employees /New Jobs Created: Anticipated Salary Ranges of Employees:												
4. Names and Qualifications of Key Personnel <table style="width: 100%;"> <thead> <tr> <th style="width: 40%;">Name:</th> <th style="width: 60%;">Qualifications:</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Name:	Qualifications:	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Name:	Qualifications:											
_____	_____											
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_____	_____											
_____	_____											
_____	_____											
5. Proposed Hours of Operation _____ _____												
6. Number and Types of Aircraft to be Provided/Maintained <i>(as applicable)</i> <table style="width: 100%;"> <thead> <tr> <th style="width: 40%;">Aircraft Type:</th> <th style="width: 60%;">Quantity:</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Aircraft Type:	Quantity:	_____	_____	_____	_____	_____	_____	_____	_____		
Aircraft Type:	Quantity:											
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2. Proposed Date of Commencement of Business:

Date: _____

3. Employment Information:
Number of Employees /New Jobs Created:
Anticipated Salary Ranges of Employees:

4. Names and Qualifications of Key Personnel Name: _____ Qualifications: _____ _____ _____ _____ _____ _____ _____
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7. FAA Certificates and Licenses Held for Proposed Activities Certificate Type: _____ Certificate Number: _____ _____ _____ _____ _____ _____	
8. Insurance (List All Insurance Coverage Applicable - Must meet Minimum Insurance Requirements Contained in the Minimum Standards) Insurance Coverage: _____ Limits of Liability: _____ _____ _____ _____ _____ _____ Is the City of Biddeford named as 'Additional Insured' on the policies? Yes No (please circle one) (Use additional sheet if necessary to completely answer)	
9. References <i>Please provide at least 2 professional references, the Biddeford Municipal Airport may contact in the spaces provided below. You may list previous employers, managers, supervisors or an owner of a different business, that you have conducted business with, within the last two years.</i> Reference 1: Name: _____ Company Name: _____ Address: _____ How were you associated with them: _____ Position Title: _____ Phone Number: _____ Reference 2: Name: _____ Company Name: _____ Address: _____ How were you associated with them: _____ Position Title: _____ Phone Number: _____	

10. Please Attach the Following Documents

The following documents at a minimum must accompany the submittal of this Application. Failure to attach may cause Application to be incomplete and not considered.

- 1) Corporate Financial Statements/ Banking References
- 2) Personal Financial Statements for Previous Two (2) Years (If a family owned business of no previous corporate financial history available, or at the discretion of the Authority)
- 3) Demonstration of Financial Capability to Initiate Operations, Construct Improvements, and Provide Working Capital to Carry on Operations (Include cash flow and a profit and loss projection for the first five years of the proposed operation)
- 4) Disclosure of Sources and Terms of Financing

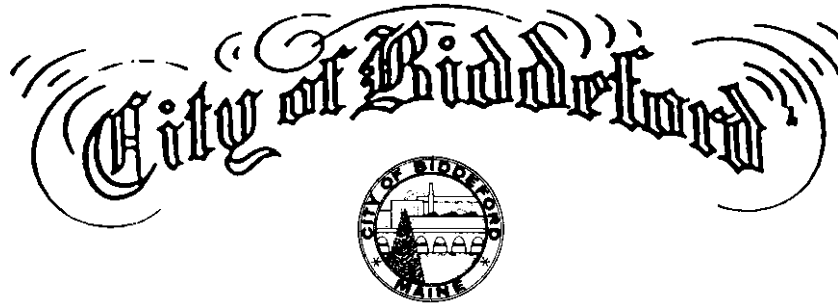
Please attach any additional information you feel would be important to include with your application.

11. All commercial activities conducted on the Biddeford Municipal Airport require an approved Business License, Airport Use Agreement or Lease Agreement.

Any information furnished in this application which is prominently marked on each page as "confidential" by the applicant shall be considered proprietary and shall be kept confidential by the Authority to the extent permitted under State and Federal regulations.

All questions and comments should be directed to the Airport Manager.

Biddeford Municipal Airport
88 Landry Street
Biddeford, ME 04005
Phone: (207) 282 -1893



2021.58

IN BOARD OF CITY COUNCIL...JULY 6, 2021

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 46, PARKS, **Section 46-8, Sanitation and Section 46-13, Park operating policy** is amended by adding or ~~deleting~~ to read as follows:

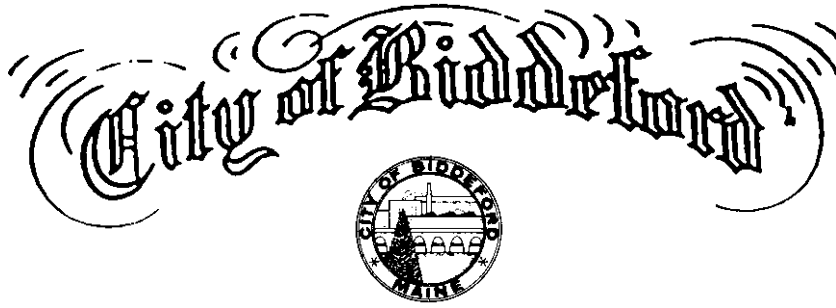
Sec. 46-8(c) Sanitation.

- Animal waste: fail to immediately remove and lawfully dispose of any feces left in any park, beach or public space by ~~a dog~~ an animal owned by such person or under his/her control. This regulation shall not apply to ~~a dog~~ an animal accompanying any handicapped person who, by reason of his/her handicap, is physically unable to comply with the requirements of this subsection.

Sec. 46-13 Park operating policy.

- Dogs, horses and horse-drawn vehicles.
 - o **(1)** ~~Dogs, horses and horse-drawn vehicles~~ are prohibited from entering or remaining in any ~~park~~, playground, schoolyard, athletic field, beach areas, or any other area posted under authorization of the Recreation Director, except as follows:
 - **a.** City beaches. No unleashed dog is allowed on any of the City's public beaches from March 15 to September 15. Dogs are completely prohibited from May 25 to September 15 between the hours of 9:00 a.m. and 5:00 p.m. Unleashed dogs under voice command are allowed on the City's public beaches all day from September 16 to March 14. This subsection does not apply to the beach at Rotary Park.
 - **b.** Rotary Park. ~~Horses, horse-drawn vehicles, or~~ dogs may not use any part of the Rotary Park beach between the hours of 9:00 a.m. and 8:00 p.m. from May 25 to September 15 of each year.
 - o **c.** Horses.
 - Horses and horse-drawn vehicles are prohibited from entering or remaining in any park, or athletic field. They are restricted from beach areas between the hours of 9:00 a.m. to 5:00 p.m. from May 25 to September 15.
 - Horses using the public beaches must utilize a manure catch device.

NOTE: The Policy Committee considered this ordinance amendment at their June 24, 2021 meeting and voted unanimously to recommend passage by the City Council.



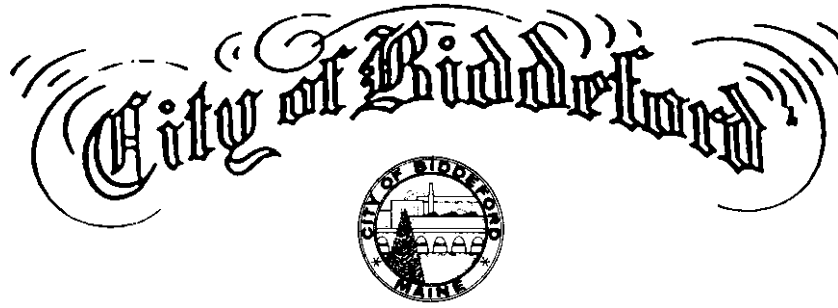
2021.59

IN BOARD OF CITY COUNCIL...JULY 6, 2021

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-90 No Parking**, be amended by adding or deleting to read as follows:

Phillips Lane, easterly side, beginning at the intersection with Chapel Street, thence southerly to Pool Street.

NOTE: The Policy Committee considered this ordinance amendment at their June 24, 2021 meeting and voted unanimously to recommend passage by the City Council.



2021.60

IN BOARD OF CITY COUNCIL...JULY 6, 2021

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-92 Limited Parking**, be amended by adding or deleting to read as follows:

Day's Landing, beginning at a point 1,075 feet easterly of the intersection with Old Pool Road, thence easterly for a distance of 315 feet (entire cul-de-sac) 1-hour parking from Dawn to Dusk.

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-90 No Parking**, be amended by adding or deleting to read as follows:

Day's Landing, beginning at a point 1,075 feet easterly of the intersection with Old Pool Road, thence easterly for a distance of 315 feet (entire cul-de-sac) No parking from Dusk to Dawn.

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-88 One-way streets**, be amended by adding or deleting to read as follows:

Day's Landing, beginning at a point 1,075 feet easterly of the intersection with Old Pool Road, thence easterly for a distance of 315 feet (entire cul-de-sac) one-way, proceeding counter-clockwise.

NOTE: The Policy Committee considered this ordinance amendment at their June 24, 2021 meeting and voted unanimously to recommend passage by the City Council.



City Council

Meeting Date: July 6, 2021

Meeting Time: 6:00 P.M.

Agenda Item No: 2021.60

Item Description: Days Landing Parking Amendments/Outlook

Submitted by: Chief of Police Roger P. Beaupre

Supporting Information/Documentation:

March 31, 2021 e-mail and related documentation that describes Seasonal Platform as proposed by Rachel Carson, and the concerns or commentary expressed by residents of Day's Landing. Map of Day's Landing

Executive Summary:

As the supporting information and documentation indicates, there was a process that involved dedicating of a portion of land on the Rachel Carson Preserve to be used for bird watching and similar activities that required the installation of an Overlook. The Day's Landing residents maintained written notes of their discussions with Rachel Carson representatives encompassing the installation of the Seasonal Platform. (These notes cover about a dozen (12) years, and are attached hereto). An excerpt of this letter reads, in part..."U.S. Department of the Interior, Fish and Wildlife Service, Rachel Carson National Wildlife Refuge (RC) letter dated Feb 8, 2008 – states

- (a) Building a "small ... 4 foot x 8 foot overlook ... provide passive wildlife dependent recreation.... observation and photography to Refuge Visitors. ...
- (b)Visitors ... to access ... between spring and early fall each year. ...
- (c) Do not anticipate increase traffic Busses will not be allowed to visit the site ...
- (d) 20 minute parking signs will be installed..."

The Overlook has been installed, with platform dimensions of 8' X 12" which is equipped with permanently attached binoculars. Since there are no existing parking regulations, the area attracts both partyers and others who use this area as a "smoking" area, or simply remain parked there for several hours at a time to go biking. Since the area of Day's Landing is in close proximity to UNE (which does not allow for parking without a permit or smoking on campus) staffers use this area for socializing and smoking while on "break", and others use this as a parking area during hours of biking.

Rachel Carson National Wildlife Refuge staff had indicated to the residents of Day's Landing that there would be 20 minute parking in the area of the Overlook, but took no steps to address this by policy at the City level.

Detailed Review:

Day's Landing is a city street that is 25 feet wide and measures 1,075± feet in length, beginning at the intersection with the Old Pool Road, thence easterly to the beginning of the cul-de-sac. The cul-de-sac is 37 feet in width and measures 315± in length, affording a view of the area known as *Back Bay*.

Funding Source:

City Budget sign account.

Staff Recommendation as proposal of discussion and consideration:

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-92 Limited Parking**, be amended by adding or deleting to read as follows:

Day's Landing, beginning at a point 1,075 feet easterly of the intersection with Old Pool Road, thence easterly for a distance of 315 feet (entire cul-de-sac) 30 minute parking from Dawn to Dusk.

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-90 No Parking**, be amended by adding or deleting to read as follows:

Day's Landing, beginning at a point 1,075 feet easterly of the intersection with Old Pool Road, thence easterly for a distance of 315 feet (entire cul-de-sac) No parking from Dusk to Dawn.

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-88 One-way streets**, be amended by adding or deleting to read as follows:

Day's Landing, beginning at a point 1,075 feet easterly of the intersection with Old Pool Road, thence easterly for a distance of 315 feet (entire cul-de-sac) one-way, proceeding counter-clockwise.

Seasonal Platform (Overlook) and Ramp Days Landing, Biddeford

U.S. Department of the Interior, Fish and Wildlife Service, Rachel Carson National Wildlife Refuge (RC) letter dated Feb 8, 2008 – states

- (a) Building a “small ... 4 foot x 8 foot overlook ... provide passive wildlife dependent recreation.... observation and photography to Refuge Visitors. ...
- (b)Visitors ... to access ... between spring and early fall each year. ...
- (c) Do not anticipate increase traffic Busses will not be allowed to visit the site ...
- (d) 20 minute parking signs will be installed...”

- (1) To date we have spoken with the planning board (Tuesday, March 4th)
 - no plans rec’d and they stated that RC will be responsible for making sure busses not allowed and to monitor parking
 - apparently they are allowed to put in an “overlook” provided it is a temporary structure according to Biddeford ordinance
 - ramp and overlook must be removed – allowed for 7 months max per year
- (2) Have spoken with Code Enforcement office (Tuesday, March 4th)
 - no application received
- (3) We went to Rachel Carson in Wells - March 5th
 - took photos
 - picked up pamphlets
- (4) Ward Feurt came to the Martins’ home at 4:45pm – Wednesday March 5th – met the Pickwoods by chance
- (5) We have spoken to:
 - Paul Brady – who has also spoken to Building Inspector / Code Enforcement Office
 - Dave Curran – local architect
 - Kathryn Thorndike who spearheaded the objection to the 2002 – 59 Old Pool Rd, RC Educational Site Project

CONCERNS

- (a) “Small 4’ x 8’ overlook” – At our meeting on Wednesday afternoon with Mr. Feurt, he informed us of an error in the letter – the “overlook” is not 4’x 8’ but is to be 8’x12’ (96 sq ft not 32 sq ft). Also it is to have binoculars permanently affixed to the platform, with Interpretative signs, and is to be located not more than 40 feet from the road and at not more than 2 ft elevation and thus would not

require side rails – would be wheel chair accessible – the ramp (walkway) would start at the road with crushed gravel and be made of recycled material.

(b)Visitors ... to access ... between spring and early fall each year. ... According to Mr. Feurt, access will be between dawn and dusk and the local residents are to be responsible to call the police if there are problems with loitering, people on “overlook” after dusk or other misbehaviour etc. Mr. Feurt spoke of the R.C. policy “leave no trace” – but again we will be responsible to clear up any litter and report any problems to the police.

(c) Do not anticipate increased traffic Busses will not be allowed to visit the site ... However, they have done no study. In their brochures they talk of increasing visitors from 100,000 to 300,000 per year at Wells Refuge but they claim they do not anticipate much traffic on Day’s Landing. While the City told us that RC is responsible for ensuring a “no bus” policy, Mr. Feurt told us that we would have to. Days Landing is a Cul de Sac, therefore every car going onto the street has to return to get out – i.e. one car is like two on a continuous street.

(d) 20 minute parking signs will be installed... - they do not monitor and again it would be for the neighbourhood to complain to the police.

DETAILS ON STRUCTURE

- Structure is to be a level platform on a natural slope down toward the pool
- It is to be constructed with composite materials and will sit on floating pads.
- A planned 40 ft crushed stone pathway will channel water down the natural slope and cause erosion unless managed
- The platform is to be no higher than 2 feet above ground. This will harm all vegetation underneath and likely attract skunks and other vermin like any low deck structure. As mentioned in their brochure (Trail Guide) “Salt marches, like barrier beaches, are fragile and dynamic ecosystems. When we build on or dig into these habitats, we can adversely affect them in dramatic ways. The upland edge along marshes now seems to be more important than once thought...”

COMMENTS

In all probability most people have at some time donated to one of the Rachel Carson’s group of foundations. It would be difficult not to support the RC mission. In fact within the past 5 years, following a statement by RC that they wanted to restore the marshlands to their original state without the invasive trees, some residents offered to donate funds to RC to achieve this. RC apparently refused the offer on the grounds of lack of manpower.

The neighbourhood is frequently visited by birdwatchers and dog walkers and summer cyclists – with no objection. The bird sign, which was put up a few years ago, certainly caused no problems.

But we all purchased land and built on Days Landing because it is a quiet “Cul de Sac” neighbourhood. It is a small residential area which invites children to be outside and to have no fear of being on the street.

This project creates objections because RC does not appear to have considered these elements nor to have seriously considered any other alternatives and in their literature they appear to want to expand their footprint in this area. Further more the project may not meet some of the most basic criteria required by the City of Biddeford ordinances, as follows:

PART III ARTICLE VII CONDITIONAL USES

Section 6. Standards.

A. Applications for conditional use permits must meet the standards specified in article VI of this ordinance as well as the standards of subdivision or site review. In addition, because of the unique nature and particular concern that the general public may have relating to a conditional use in a particular zone, the planning board shall consider each of the applications in light of the guidelines presented below.

5. The proposed use would not have a significant, detrimental effect on the use and peaceful enjoyment of abutting property as the result of noise, vibrations, fumes, odor, dust, glare, hours of operation, or other causes;

6. The provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets would not create hazards to public safety or traffic congestion;

7. The proposed use would generate a volume of traffic that can reasonably be accommodated by the existing road network, or would not create unreasonable traffic hazards or would not exacerbate an existing traffic hazard, or would not create unreasonable traffic congestion;

8. The proposed use would not have a significant, detrimental effect on the value of adjacent properties which could be avoided by reasonable modification of the proposal;

9. The proposed use would not have an adverse impact on the privacy of the residents of the immediate area (within 500 feet) which could be avoided by reasonable modification of the proposal;

19. When located in the shoreland district or in the resource protection district, the proposed use would meet state shoreland zoning objectives, including:

- b. The control of building sites, placement of structures, and land use;
- e. This specific location is needed for this particular use.

Frustration with the project is heightened by the disregard of the following:

-RC owns a 60 acre parcel of land which adjoins the Days Landing residential area and runs down from Old Pool Road to the Tidal Pool.

-Most birdwatchers and other viewers shun the Days Landing side of the Tidal Pool in favour of the Mile Stretch Side because there is significantly more bird activity on that side. RC staff recently refused the offer of donated time by a Days Landing resident with that precise comment.

-RC have stated in their plans

Objective 5.5—Wildlife Observation and Photography

Create and enhance opportunities for high-quality wildlife observation and photography on the refuge, while ensuring that at least 90 percent of our visitors have a positive experience.

Rationale

The National Survey of Fishing, Hunting, and Wildlife-Associated Recreation (2001) indicate that 778,000 residents and non-residents participated in wildlife watching (e.g., observing, feeding, or photographing) in Maine that year.

That by – “2010, partner with others to install an interpretive panel and wildlife viewing area at Biddeford Pool”

- It is unlikely that the “seasonal” structure on Days Landing fulfills this rationale. Therefore why start a project on a small site at the end of a residential neighborhood on the wrong side of the Tidal Pool when you own larger sites around the Tidal Pool which are acknowledged to be better viewing sites.

SUGGESTED ACTION

1. We again approach RC to help them achieve part of their mission – i.e. to “remain engaged in the land use and public use decisions of neighboring municipalities and conservation groups ...” and offer to help assist RC to put the Tidal Pool back to the state it should be in – i.e. no shrub growth and unwanted trees.

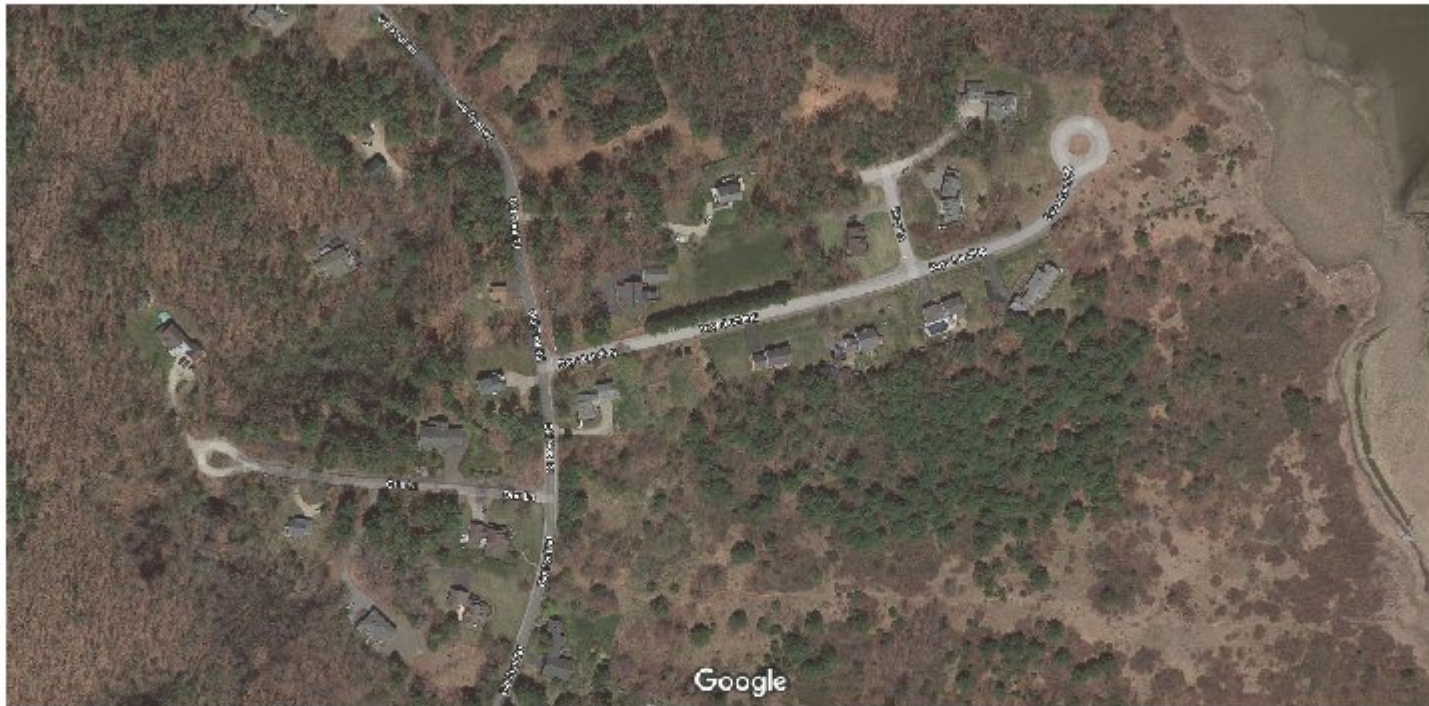
2. We should find out with whom they plan to partner to meet Their Objective 5.5 noted above to determine their ultimate plan. As RC also states in their Objectives 6.3 –People - that ... “more visitors bring more human impacts, and we need to implement ways to minimize their potentially damaging effects on habitat and wildlife.

More immediately however it appears that RC will be granted a permit to construct the platform by virtue of its temporary nature (as per Code Enforcer). To forestall this, the neighbourhood should collectively or individually submit its concerns to the Town Planner on the basis of potential violation of the City of Biddeford Section 6 Standards noted above. This should force a review by the Town Planner – even for a temporary structure (as per Code Enforcer) and may enable the Days Landing residents to make further submissions to the City at a later date to cause reconsideration of the project.

6/15/2021

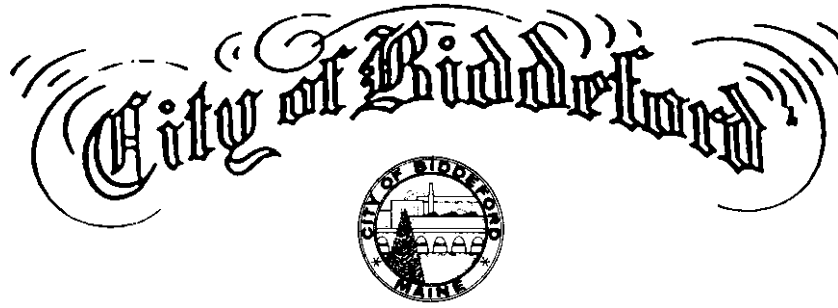
Google Maps

Google Maps



Imagery ©2021 Maine GeoLibrary, Maxar Technologies, USDA Farm Service Agency, Map data ©2021 100 ft

<https://www.google.com/maps/@43.4484735,-70.3770536,406m/data=!3m1!1e3>



2021.61

IN BOARD OF CITY COUNCIL...JULY 6, 2021

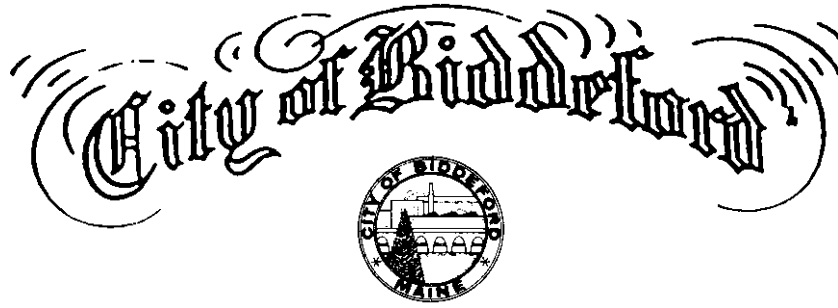
BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article III PARKING, STOPPING AND STANDING, **Section 42-64 Fees for parking violations** be amended by adding or ~~deleting~~ to read as follows:

Sec. 42-64 Fees for parking violations.

[Code 1975, § 14-51; Ord. No. 11-17-1997(1); Ord. of 7-7-1998(1); Ord. No. 2006.98, 11-21-2006]

(a) Fees for parking violations shall be set as follows: **[Amended 6-6-2017 by Ord. No. 2017.50]**

- (1) Parking in snow removal or plowing area: \$40.
- (2) Parking in fire lane: \$40.
- (3) Overtime parking: \$25.
- (4) Parking in a truck zone and/or loading/unloading zone: \$30.
- (5) Double parking: \$40.
- (6) Parking in no parking, etc., area: \$40.
- (7) Parking in front of fire hydrant: \$40.
- (8) Blocking driveway (upon complaint): \$40.
- (9) Parking on sidewalks: \$35.
- (10) Parking facing traffic: \$25.
- (11) Parking in a permit-only zone: \$35. **[Amended 2-5-2019 by Ord. No. 2019.2]**
- (12) Parking in a disability-designated area: traffic infraction.



(13) All other violations within this Chapter not specifically listed above: \$25

All parking fines left unpaid after 30 days shall be doubled.

- (b) A vehicle with three or more outstanding parking violations issued by the Police Department, and found to be in violation of any of the City parking ordinances, will be subject to towing or immobilized by the use of an auto boot. The vehicle will not be released to the owner or agent of the owner until the violations and tow charges are paid.
- (c) It will be prima facie evidence that the registered owner of the vehicle committed the parking violation.
- (d) The maximum fee that may be charged by a towing company for a vehicle requested to be towed by the Police Department will be at the direction of the Chief of Police.

NOTE: The Policy Committee considered this ordinance amendment at their June 24, 2021 meeting and voted unanimously to recommend passage by the City Council.



City Council

Meeting Date: July 6, 2021
Meeting Time: 6:00 p.m.
Agenda Item No: 2021.61
Item Description: Fees for parking violations
Submitted by: Chief Roger P. Beaupre

Executive Summary:

Under existing Chapter 42, Motor Vehicles and Traffic, Section 42-64, Fees for parking violations, there is a listing of specific violations for which there are fine amounts identified. However, not all of the violations within Chapter 42, a specific fine amounts delineated, and have been typically treating those violations under the No Parking fine structure. Absence of fine amounts for non listed violations tends to cause a discussion with those cited with violating other provisions within Chapter 42. The proposed language makes clear what the practice has been all along.

Staff Recommendation:

See attached ordinance amendment.

Key Terms:

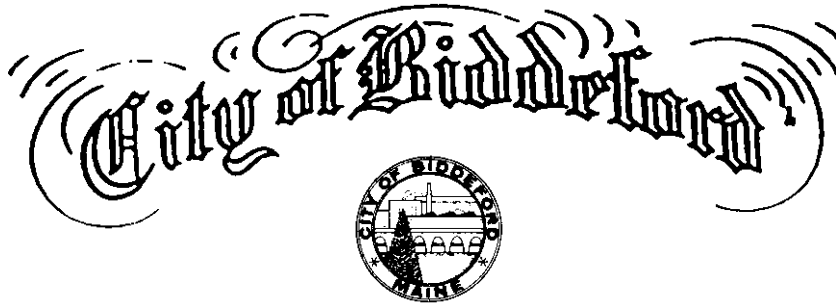
N/A

Detailed Review:

Outlined in Executive Summary

Funding Source:

N/A



2021.62 IN BOARD OF CITY COUNCIL...JULY 6, 2021
BE IT ORDAINED, that the City Council of the City of Biddeford does hereby amend the Code of Ordinances, **Chapter 58, SOLID WASTE, Section 58-163.1 et al., Solid Waste Management Commission**, as follows:

**Sec. 58-163.1. ~~Solid Waste Management Commission.~~
Recycling & Waste Management Commission**

(a) Mission.

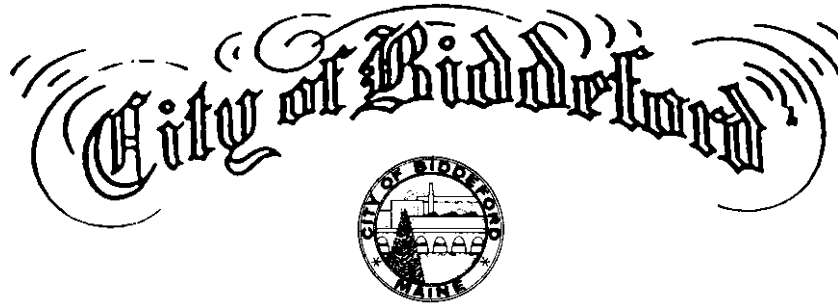
- (1) The ~~Solid Waste Management Commission~~ **Recycling & Waste Management Commission** is created by the Council of the City of Biddeford to facilitate the development and implementation of the City's comprehensive waste management program and coordinate the efforts of the several departments in the City that address the municipal waste issues.
- (2) The Commission is further charged with the operation and maintenance of the provisions of this article.
- (3) The Commission shall report to the Mayor and Council upon a periodic basis.

(b) Membership.

- (1) The ~~Solid Waste Management Commission~~ **Recycling & Waste Management Commission** shall be composed of nine members. Of the nine voting members, two shall be Councilors. A 10th and nonvoting member shall be a School Department representative who shall be nominated by the Superintendent and confirmed by the School Committee. All other members are to be nominated by the Mayor and confirmed by the City Council.

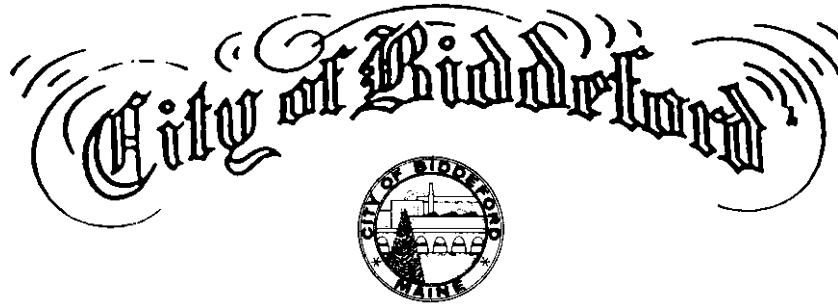
(c) Terms.

- (1) The members of the ~~Solid Waste Management Commission~~ **Recycling & Waste Management Commission** shall serve three-year terms and may serve additional terms upon nomination and reappointment.
- (2) The initial membership shall be appointed for staggered terms in order that a stabilized organization remain in place as much as possible. Initial terms will be:
 - a. Councilors serve two years;
 - b. Two members initially appointed for one year.
 - c. Two members initially appointed for two years;
 - d. Two member initially appointed for three years.
- (3) Whenever a vacancy occurs in the membership, a replacement member shall be appointed to fill the unexpired term of the vacancy.



- (4) Members may be removed from the Commission by the Council, upon recommendation by the Commission Chairman to the Council, for reasons to include:
 - a. Inability to attend scheduled meetings;
 - b. Continual conflicts of interest;
 - c. Inability to function with the group process.
- (d) Organization.
 - (1) The ~~Solid Waste Management Commission~~ **Recycling & Waste Management Commission** shall be composed of the following standing subcommittees, membership and Chair to be appointed by the Chairman of the Commission:
 - a. Municipal solid waste: addressing issues of transportation and handling of municipal solid waste.
 - b. Recycling: addressing issues of recycling.
 - c. Transfer station: addressing transfer station issues.
 - d. Wastewater Commission relations: to coordinate Wastewater Commission issues as relating to waste management.
 - (2) These subcommittees shall research issues and provide reports as needed by the Chairman of the Commission to fulfill the Commission's mission and long-term goals.
 - (3) The Chairman may appoint additional committees as necessary to fulfill the mission and long-term goals of the Commission.
- (e) Relation with other commissions, committees, etc.
 - (1) With the establishment of this Commission, all other waste management committees are abolished and their functions incorporated in this Commission.
 - (2) This Commission may interact with other commissions, boards, committees and City departments as needed to fulfill its mission and long-term goals.

NOTE: The Policy Committee considered this ordinance amendment at their June 24, 2021 meeting and voted unanimously to recommend passage by the City Council.



2021.63

IN BOARD OF CITY COUNCIL...JULY 6, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby direct the Planning Board to review and consider the following amendment to the Land Use Regulations, Art. VI-Performance Standards, Section 30, Extractive Industry, as follows:

I. Hours of operation shall not exceed 7:00 a.m. to 6:00 p.m., Monday through Friday and 7:00 a.m. to 2:00 p.m. on Saturdays. No Sunday operation is permitted. The Planning Board may allow for an Extractive Industry to begin operations at 6 AM, Monday-Friday if the applicant can demonstrate that such operation will remain compliant with the City of Biddeford Noise Regulations contained in Chapter 30 (Environment) and LDR, Article VI, Section 48 (Noise). If allowed, the ability to do shall be conditioned on noise regulation compliance and that the Planning Board may revoke such an allowance upon evidence that the operation is not compliant with the noise regulations for the period of time between 6 AM and 7 AM, Monday through Friday.

NOTE: The Policy Committee considered this ordinance amendment at their June 24, 2021 meeting and voted unanimously to recommend passage by the City Council.



City Council

Meeting Date: July 6, 2021

Meeting Time: 6:00 p.m.

Agenda Item No: 2021.63

Item Description: Planning Board Directive - Waiver of Noise Ordinance Provisions

Submitted by: Mathew Eddy

Greg Tansley

Key Terms:

Chapter 34: Article III Noise [City of Biddeford, ME NOISE \(ecode360.com\)](https://ecode360.com/cityofbiddefordme/noise)

LDR, Article VI, Section 30 (Extractive Industry), 9 (Performance Standards) [City of Biddeford, ME Performance Standards Search: Section 30 Extractive industry. \(ecode360.com\)](https://ecode360.com/cityofbiddefordme/performance-standards-search/section-30-extractive-industry)

Executive Summary:

Auburn concrete has asked to begin their operations one hour sooner than permitted. Their reason is to get concrete to their construction sites, in the region, in a timely manner. In consideration of this request, we have provided language that would permit, under the land use ordinance, the ability of the planning board to relax the noise standards one hour, provided certain conditions are met.

Detailed Review:

Auburn concrete has asked to begin operations at the Cole Road site at 6 am rather than 7. This requires an ordinance change. Since taking over the site, they have reconfigured the entire operation such that you cannot hear, beyond ambient quality, the mixing machines as you move up the hill to the adjacent residential neighborhood. Joel Cummings, the owner, has also reached out to the neighborhood and met with them. He believes he has support.

We are not proposing any change in the City's Noise ordinance under the Chapter 34 Environment. Instead, to address Auburn concrete's request, we propose to empower the Planning Board to relax those standards under certain circumstances. The proposed change would be applied to the performance standards of the Land Use Ordinance, Section 30, Extractive Industry. The proposed change, for your consideration, is underlined:

I. Hours of operation shall not exceed 7:00 a.m. to 6:00 p.m., Monday through Friday and 7:00 a.m. to 2:00 p.m. on Saturdays. No Sunday operation is permitted. The Planning Board may allow for an Extractive Industry to begin operations at 6 AM, Monday-Friday if the applicant can demonstrate that such operation will remain compliant with the City of Biddeford Noise Regulations contained in Chapter 30 (Environment) and LDR, Article VI, Section 48 (Noise). If allowed, the ability to do shall

be conditioned on noise regulation compliance and that the Planning Board may revoke such an allowance upon evidence that the operation is not compliant with the noise regulations for the period of time between 6 AM and 7 AM, Monday through Friday.

At its' June 24 meeting, the Policy Committee referred this ordinance to City Council for further referral to the Planning Board. Should Council move forward with this ordinance amendment, Auburn concrete would be required to return to the Planning Board for an amendment to their original approval. Ambient noise requirements would be established and the abutters informed of the request. Mr. Cummings will be at the meeting to answer any questions.

Staff Recommendation: Recommend referral to the Planning Board.



City Council Meeting

Meeting Date: July 6, 2021

Meeting Time: 6:00 p.m.

Agenda Item No: 2021.64

Item Description: Acceptance of JAG grant (Byrne Grant 2021)

Submitted by: Roger P. Beaupre, Chief of Police

Supporting Information/Documentation:

Council Order

Key Terms:

JAG – Justice Assistance Grant

BYRNE – Edward Byrne Memorial Justice Assistance Grant The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. Through this opportunity, the Bureau of Justice Assistance (BJA) will award JAG Program funds to eligible units of local government as described in the solicitation.

Executive Summary:

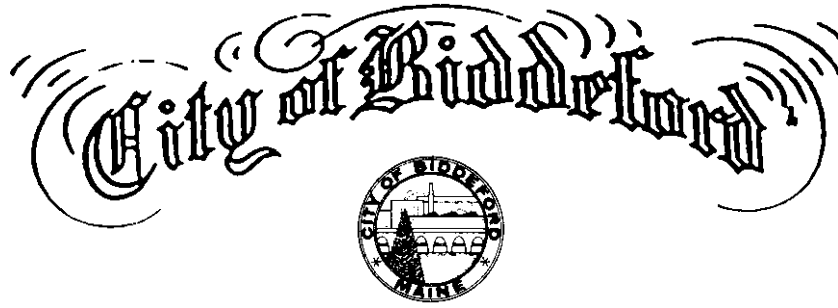
The JAG monies must be used for Law Enforcement purposes, and may NOT be used to supplant the Fiscal Year budget. Each year that this program grants us funds, we have used these funds to either purchase something new, or accelerate the replacement of older and existing equipment. This year, we want to use these funds to replace older WatchGuard equipment, at \$11,500 per unit; and purchase four (4) electronic speed limit signs, which displays the vehicle speed as it crosses within its monitoring zone. We currently use one of the electronic signs at Hills Beach Road, and desire to display the four additional units throughout the city. While the units display the vehicle speed, it does not record it.

Funding Source:

Federal Grant

Staff Recommendation:

Outlined in Executive Summary

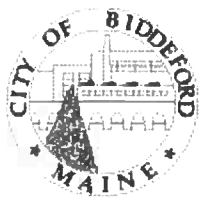


2021.65

IN BOARD OF CITY COUNCIL...JULY 6, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the purchase of two(2) 2021 Ford Interceptor Police Cruisers from Rowe Ford of Westbrook, Maine, with trade-ins, in an amount not to exceed \$47,394.00. Funding for these vehicles is in the Police Department Budget, Account 21146-60603 – Vehicles Purchase Capital, in which \$48,000.00 has been allocated.

NOTE: The Finance Committee will consider this item at their July 6, 2021 meeting and vote to recommend approval by the City Council.



Finance Committee / City Council

Meeting Date: 7/6/2021
Meeting Time: 5:00PM – 6:00PM

Agenda Item No:
Item Description: Purchase of two new police cars

Submitted by: Jeff Demers Director

Supporting Information/Documentation:

Bid tabulation attached

Executive Summary:

Approval to trade in two Police cars. Approval to purchase 2 New Police interceptors.

Detailed Review:

The Biddeford Police Department with the assistance of Public works is seeking approval to trade in two police cars and purchase two new ones. Public works advertised and received two bids. One bid from Rowe Ford and the second from Quirk Auto group. The cars that are being traded are 2019 Ford interceptors one of them has 92,000 miles and the other has 115,000. We try to replace two police cars a year to keep the maintenance cost down and assure reliability. These cars have been approved in the FY22 budget line item 21146-60603

Funding Source:

There is \$48,000 allocated for these cars and are funded in line 21146-60603.

Staff Recommendation:

Staff is recommending the low bid from Rowe Ford for \$47,394 with trades.

Bid Opening for (2) Two Ford Utility Police Interceptors

Present: Jerry Court - Public Works Matthew Jarvis - All Seasons
Kara Cote - Public Works

Bids were opened at the Public Works Department at 11:00a.m. on June 29, 2021.

Rowe Ford

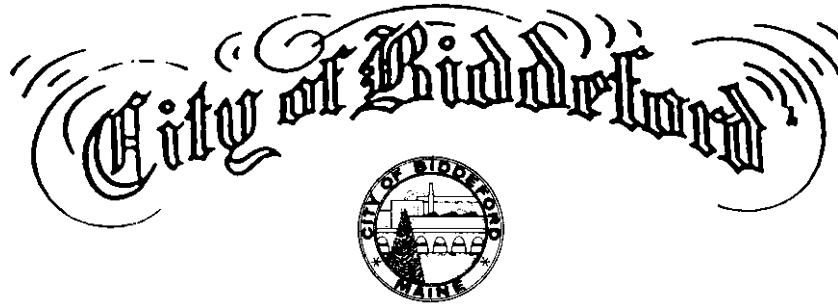
(2) Two Ford utility police interceptors	\$73,394.00
Trade in allowance Car# 117	\$13,000.00
Trade in allowance Car# 118	\$13,000.00
Total cost	\$47,394.00

Quirk Auto Group

(2) Two Ford utility police interceptors	\$68,478.00
Trade in allowance Car# 117	\$7,300.00
Trade in allowance Car# 118	\$7,300.00
Total cost	\$53,878.00

Matthew Jarvis from All Seasons bid on trade-ins:

<i>Car# 117</i>	<i>\$6,000.00</i>
<i>Car# 118</i>	<i>\$6,200.00</i>



2021.66

IN BOARD OF CITY COUNCIL...JULY 6, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve a contract with Thyng Paving for Sidewalk Paving Projects on Simard Avenue, Wilson Street, Bacon Street and Pierson's Lane in an amount not to exceed \$393,733.00. These projects are to be funded out of the CIP Roads/Paving/Sidewalk Carryover Fund – Account 21204-60604.

NOTE: The Finance Committee will review this item at their July 6, 2021 meeting and recommend passage by the City Council.

City of Biddeford, Maine
PUBLIC WORKS DEPARTMENT
371 Hill Street, Biddeford, Maine

REQUEST FOR PROPOSALS
Sidewalk Paving, Asphalt curbing, Granite Curbing AND
OTHER ASSOCIATED WORK – 2021/2022

The City of Biddeford, Maine is soliciting proposals from qualified contractors for the placement of hot mix asphalt pavement and other associated work in conjunction with the City's Infrastructure Maintenance and Repair Program. Contractors submitting proposals may be requested to supply evidence of qualifications and capacity for review by the Public Works Director (Director). Contractors submitting proposals must also provide proof of liability insurance in the amount of at least \$1,000,000.00.

OVERVIEW

The City of Biddeford's funding will be used for actual hot mix asphalt paving cost and other work such as setting of new granite curbing. Resetting existing curbing. New asphalt curbing, paving of sidewalks or putting concrete sidewalk back in place where requested by the director.

The selected contractor(s) shall be required to coordinate its work according to scheduling established by the Public Works Director. The work will be scheduled over the 2021/2022 construction season.. A list of proposed street work and projected scheduling for this period is included herein on the attached spreadsheet entitled "Sidewalk WORK PLAN 2021/2022".

SUBMISSION OF PROPOSALS

Proposals are to be prepared on the forms included herein and submitted in a sealed envelope marked "**Sidewalk PROPOSAL**". The PROPOSAL TERM and the PROPOSAL FORM both need to be included in the submittal. The proposals will be accepted by the Biddeford Public Works Department, 371 Hill Street, Biddeford, Maine, 04005, until 2:00 PM on Friday, May 21, 2021. Proposals will be opened at that time and location.

Proposals shall identify unit prices on requested items based upon estimated quantities supplied herein. The City of Biddeford reserves the right to add to or subtract from, without limitation, the estimated quantities identified for any item without any jeopardy or liability. Unit prices submitted shall remain in effect regardless of actual quantities of work performed during the term of the work included in this RFP.

All proposals shall become the property of the City of Biddeford, Maine. The City of Biddeford, Maine reserves the right to accept or reject any or all proposals and/or to negotiate with responders if it is deemed to be in the best interest of the City.

City of Biddeford, Maine
PUBLIC WORKS DEPARTMENT
371 Hill Street, Biddeford, Maine

Questions pertaining to this Request for Proposals should be directed to the Director of Public Works, City of Biddeford, Maine, Mr. Jeff Demers, at 371 Hill Street, Biddeford, Maine, 04005. He can be reached at 207-282-1579 or by e-mail at jeff.demers@biddefordmaine.org.

SPECIFICATIONS FOR WORK

All work to be performed and all materials to be supplied under this RFP shall be in accordance with the Maine Department of Transportation (DOT) specifications for general conditions, materials and construction requirements, as delineated in the November 2014 Maine D.O.T. specifications manual unless otherwise modified herein or as modified by the Director..

UNIT PRICING

Proposals shall identify a unit price per sq. foot for all hot mix asphalt pavement items and or concrete, a unit price per foot for bituminous curbing, a unit price per foot of granite curbing. Payments will be made based upon actual quantities measured.

HOT MIX ASPHALT PAVEMENT ITEM.

Unit prices for all hot mix asphalt pavement items shall include all costs associated with supplying, delivering and placing of hot mix asphalt pavement including but not limited to materials, trucking, traffic control, sweeping, fine grading, compaction of all surfaces prior to the placement of the hot mix asphalt pavement, grinding to achieve satisfactory joints, the paving of all aprons and approaches necessary to blend in the new work to existing roads and driveways, tack, and all incidental work and materials needed to complete the work according to the Specifications and directives from the Director.

AWARD

Award of the work contained herein shall be made based upon a combination of considerations such as price, service ability, qualifications, prior experiences with contractors and the ability to meet the terms of this RFP, as determined by the City of Biddeford in its sole judgment. The City of Biddeford reserves the right to separate the various items included herein into different contracts with different contractors if it deems it to be in the best interest of the City of Biddeford.

Submitted proposals shall be brought to the City's Finance Committee for award of the work contained herein. The contractor(s) awarded work under this RFP shall meet with the Director within 1 week of action by the Finance Committee to establish schedules for the work planned for 2019.

City of Biddeford, Maine
PUBLIC WORKS DEPARTMENT
371 Hill Street, Biddeford, Maine

SUB CONTRACTING

Prior consent of the City of Biddeford is required to assign, transfer, convey, sublet or otherwise dispose of the work awarded through this RFP. In no case shall any such consent relieve the obligations or change any of the terms of this RFP and work contained herein.

PERFORMANCE

Contractor agrees to bear all costs incurred arising from the failure of the Contractor through omission or commission to comply with all Federal, State and local statutes, regulations, ordinances or rules. The Contractor further agrees to hold the City harmless and to indemnify the City for these costs as well as all costs of collection, including but not limited to reasonable attorney's fees.

If the Contractor fails to fulfill its obligations under the award of the work contained herein properly and on time or otherwise violates any provision of this RFP and contract, the City may terminate the contract by written notice. The notice shall specify the acts or omissions relied upon as cause for termination. The Contractor shall be paid fair and equitable compensation for satisfactory performance prior to the receipt of notice of termination less the amount of damages caused by the Contractor's failure to fulfill its obligations. If the damages are more than the compensation payable to the Contractor, the Contractor shall remain liable after termination of the contract and the City may collect damages, including costs of collection and reasonable attorney fees.

PAYMENT

Payment in full shall be made after completion, inspection and acceptance by the Director of work requested for payment. Payment will generally be made within 30 days of acceptance by the Director.

City of Biddeford, Maine
PUBLIC WORKS DEPARTMENT
371 Hill Street, Biddeford, Maine

PROPOSAL TERMS

This proposal is submitted in accordance with the requirements and specifications of the Request For Proposals for the Placement of Sidewalk paving, Granite Curbing and Other Associated Work – 2021 and acknowledge as follows :

1. That we have read the Request For Proposals and will comply with all requirements.
2. That the quantities stated herein are the best estimates of the City of Biddeford at the time of this Request For Proposals, but that these estimates may vary. It is understood that the unit prices submitted to supply the products and services required herein shall not vary regardless of final actual quantities of items actually procured by the City of Biddeford. It is also understood that the Hot Mix Asphalt Pavement Item will be adjusted according to the Asphalt Escalator provisions.
3. That full liability insurance coverage will be maintained and in force during the term of this contract and a Certificate of Insurance is enclosed.

Company Name : _____

Mailing Address : _____

Telephone : _____

Fax : _____

E-Mail : _____

**Name & Title of
Owner of Authorized
Representative (printed)** _____

Signature : _____

Date : _____

PROPOSAL FORM

City of Biddeford, Maine
PUBLIC WORKS DEPARTMENT
371 Hill Street, Biddeford, Maine

REQUEST FOR PROPOSALS
Sidewalk Paving, Granite curbing work plan AND OTHER
ASSOCIATED WORK – 2021/2022

Estimated quantities are identified for the purpose of comparing proposals. Quantities may vary depending on conditions and issues encountered during the program. Unit prices submitted shall apply regardless of final quantities at the completion of the program. Contractors shall abide by all OSHA Rules & Regulations and by all State and Local ordinances regarding construction activities.

	Street		
1.	Simard Street	350' Asphalt Curbing	5110 sqft. Asphalt sidewalk
2.	High Street	1700' Granite Curbing	8500 sqft. Concrete sidewalk
3.	Wilson Street	1400' Asphalt Curbing	4000 sqft. Asphalt sidewalk
4.	Pierson's Ln.	1350' Granite Curbing	6750 sqft. Concrete sidewalk
5.	Bacon St.	N/A	12300 sqft. Asphalt sidewalks



Finance Committee/City Council

Meeting Date: July 6, 2021

Meeting Time: 5:00 PM – 6:00 PM

Agenda Item No: Orders of Day

Item Description: Acceptance of Sidewalk Curbing / Pavement.

Submitted by: Jeff Demers, Director Public Works

Supporting Information/Documentation:

May 21, 2021 Request For Bids.

Thyng Paving Proposals

Executive Summary:

The Public works department requested Bids for five Sidewalk rehab projects. The following streets were advertised. Simard Street, High street, Wilson Street, Person's Ln and a portion of Bacon Street. Public works recommends construction rehab of four of the five sidewalks that were advertised. Simard Street, Wilson Street, Bacon Street. And Pierson's Lane. Public works recommends rebidding High Street in the next round of sidewalk work.

Funding Source:

Public Works received one Bid. Please see the attached Bids/estimates from Thyng paving. Funds for these sidewalks are available in the CIP Roads/paving/sidewalk carry over fund account 21204-60604 with an estimated balance of \$850,000.

Staff Recommendations:

Staff Recommends the work be awarded to Thyng Paving for the estimated price of \$393,733.00

THYNG PAVING LLC
 264 S Waterboro Rd
 Lyman, ME 04002
 thyngpaving1@gmail.com



Estimate

ADDRESS

CITY OF BIDDEFORD
 371 HILL STREET
 BIDDEFORD, ME 04005

ESTIMATE # 1144

DATE 05/24/2021

DATE	ACTIVITY	DESCRIPTION	AMOUNT
		SIMARD STREET	
	Services	350' ASPHALT CURBING REMOVE EXISTING CURBS AND WALKWAYS BOX CUT 12" OF GRAVEL LAY ASPHALT CURB 5110 sqft OF ASPHALT WALKWAY SAW CUT ROADWAY TAC COAT LAY 1" OF BASE COAT LAY 1" OF SURFACE MIX ALL ROLLED TO COMPACTION DRIVEWAY APRONS IF ANY LAY 1.5" OF BASE COAT AND 1.5" OF SURFACE ALL ROLLED TO COMPACTION PRICE SUBJECT TO CHANGE WITH MATERIALS AND ADD ONS	33,875.00
TOTAL			\$33,875.00

Accepted By

Accepted Date

THYNG PAVING LLC
 264 S Waterboro Rd
 Lyman, ME 04002
 thyngpaving1@gmail.com



Estimate

ADDRESS

CITY OF BIDDEFORD
 371 HILL STREET
 BIDDEFORD, ME 04005

ESTIMATE # 1146

DATE 05/24/2021

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	Services	WILSON STREET 1400' ASPHALT CURB REMOVE EXISTING CURBS AND WALKWAYS BOX CUT 12" OF GRAVEL LAY 2" OF BASE COAT FOR CURB TO SET 4000 SQFT OF ASPHALT SIDEWALKS SAW CUT ROADWAY TAC COAT ADD 12" OF GRAVEL LAY 1" OF BASE COAT LAY 1" OF SURFACE MIX ALL ROLLED TO COMAPCTION DRIVEWAY APRONS IF ANY LAY 1.5" OF BASE COAT LAY 1.5" OF SURFACE MIX ALL ROLLED TO COMPACTION PRICE SUBJECT TO CHANGE WITH MATERIALS AND ADD ONS	45,625.00
TOTAL			\$45,625.00

Accepted By

Accepted Date

THYNG PAVING LLC
264 S Waterboro Rd
Lyman, ME 04002
thyngpaving1@gmail.com



Estimate

ADDRESS

CITY OF BIDDEFORD
371 HILL STREET
BIDDEFORD, ME 04005

ESTIMATE # 1149

DATE 05/24/2021

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	Services	BACON STREET	
		12300 SQFT ASPHALT SIDEWALKS	37,483.00
		DIG OUT EXISTING SIDEWALKS	
		BOX CUT WITH 12" OF GRAVEL	
		LAY 1" OF BASE COAT	
		LAY 1" OF SURFACEMIX	
		ALL ROLLED TO COMPACTION	
		DRIVEWAY APRONS IF ANY	
		LAY 1.5" OF BASE COAT	
		LAY 1.5" OF SURFACE MIX	
		ALL ROLLED TO COMPACTION	
		PRICE SUBJECT TO CHANGE WITH MATERIALS AND ADD ONS	
TOTAL			\$37,483.00

Accepted By

Accepted Date

THYNG PAVING LLC
 264 S Waterboro Rd
 Lyman, ME 04002
 thyngpaving1@gmail.com



Estimate

ADDRESS

CITY OF BIDDEFORD
 371 HILL STREET
 BIDDEFORD, ME 04005

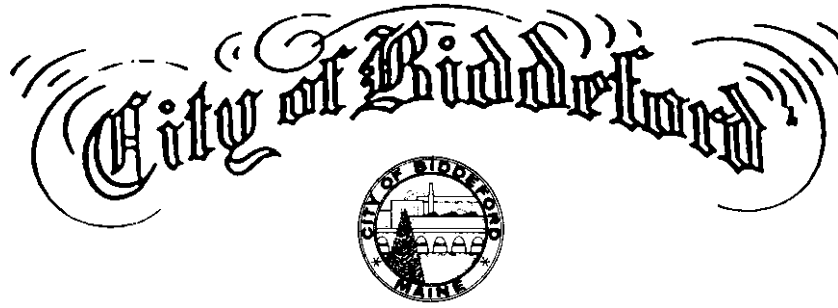
ESTIMATE # 1148

DATE 05/24/2021

DATE	ACTIVITY	DESCRIPTION	AMOUNT
		PIERSONS LANE	
	Services	1350' GRANITE CURB APPROXIMATELY \$70.00 PER FOOT PRICE SUBJECT TO CHANGE WITH AVAILABILITY	94,500.00
	Services	6750 SQFT CONCRETE SIDEWALK BOX CUT 6750 SQFT PLACE WITH 12" OF GRAVEL COMPACTED LAY 4" OF CONCRETE WITH 4000psi BROOM FINISH, SEALANT AND SALT GUARD	182,250.00
TOTAL			\$276,750.00

Accepted By

Accepted Date



2021.67

IN BOARD OF CITY COUNCIL...JULY 6, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize that City Hall Offices business hours be permanently set at Monday through Friday, 8:00 a.m. to 4:00 p.m.

NOTE: The Personnel Committee considered this item at their June 29, 2021 meeting and voted unanimously to recommend passage by the City Council.



City Council

Meeting Date: July 6, 2021

Meeting Time: 6:00 p.m.

Agenda Item No: 2021.67

Item Description: City Hall Business Hours

Submitted by: Diana DePaolo

Supporting Information/Documentation:

Key Terms:

Executive Summary:

Employee hours were slightly altered during the pandemic, but maintained City Hall's hours and the overall amount employees are working (40 hours/week). It had a very positive impact on employees and morale and it is overwhelmingly requested by Staff to maintain this change.

Detailed Review:

During the state of emergency here in Maine, Staff schedules were altered to allow them to work the same amount of hours (40 hours/week) and to keep the hours of City Hall the same, but allowed for a small amount of flexibility for Staff. Employees in City Hall have been allowed to work 7:30am to 4pm or 8am to 4:30pm with a half hour unpaid lunch rather than the hour they had to take before this adjustment.

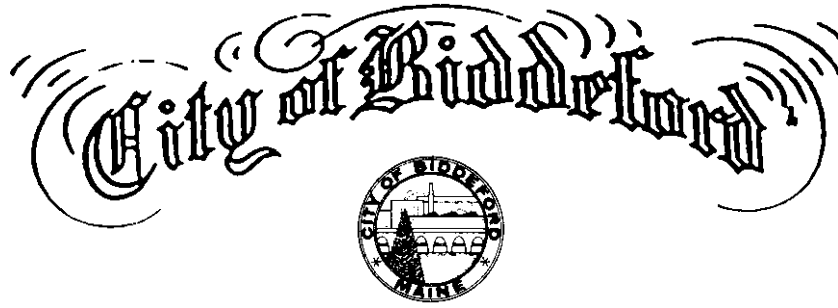
Employees have embraced this change and it has increased morale and allowed employees to have a better work life balance. It has been noted by several Staff that productivity has increased. The HR Department has heard overwhelmingly that maintaining this schedule is very important to most of the employees. With the current labor shortage, it is imperative that we maintain this change to retain employees. It is important to note that no one is aware of any concern or issue with the citizens regarding this issue.

Funding Source:

n/a

Staff Recommendation:

Maintain the 8:00 a.m. to 4:00 p.m. business hours in City Hall.

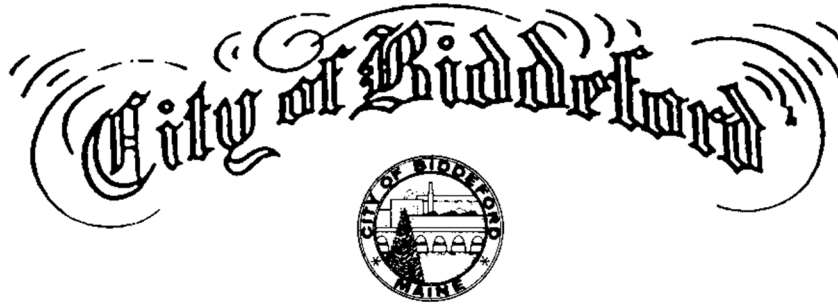


2021.68

IN BOARD OF CITY COUNCIL...JULY 6, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve that each non-union employee shall be entitled to a one-time monthly bonus of one hundred twenty-five dollars (\$125.00) per each month worked, for the period covering February 2020 to July 2021 (18 months), payable in full by July 31, 2021. Any employee that worked any hours in a given month is deemed eligible for that month.

NOTE: The Personnel Committee considered this item at their June 29, 2021 meeting and voted 3/1 to recommend passage by the City Council.

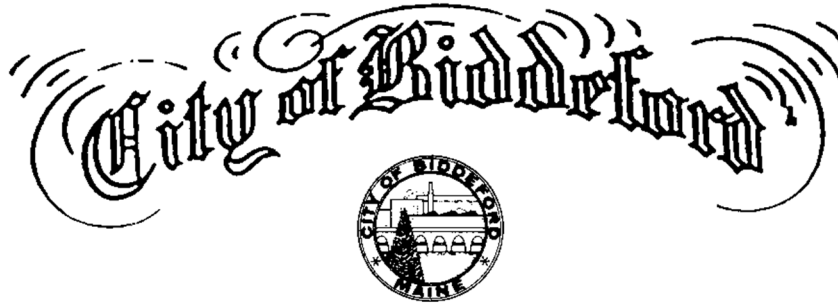


IN BOARD OF CITY COUNCIL...JULY 6, 2021

ORDERED, that I, Alan Casavant, Mayor of the City of Biddeford, do hereby appoint the following City Councilors to the **Social Service Budget Committee**, to determine the allocation of FY22 Social Service Funds:

**Michael Ready
Norman Belanger
Doris Ortiz**

NOTE: Mayor Casavant also serves on this Committee.



IN BOARD OF CITY COUNCIL....JULY 6, 2021
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
appoint:

Ronald Lachance
23 Westwood Drive
Ward 3

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

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: June 18, 2021

Name: Ronald N. Lachance

Street Address: 23 Westwood Drive
Biddeford, ME 04005

**Mailing Address:
(if different)** ----- SAME -----

Phone Number(s): (207) 281-3966

Email Address: lachanceron@gmail.com

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

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

CITY OF BIDDEFORD
Committee Application

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

Biddeford City Councilor, Ward 5 and at-large, 1994-1997

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

Served on the Board of Directors as a coach and Field Maintenance at West Biddeford Little League for 8 years. Also was a coach/member of Biddeford Senior Little League for approximately 4 years. Currently a member of the Western Maine Board of Baseball Umpires since 2000.

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

I've always stay involved with the city but tight work schedules etc have always gotten in the way. I am planning on retiring next year and would like to use some of my free time to do something that can be constructive and also serve the city.

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