

City of Biddeford
Finance Committee
June 16, 2020 5:00 PM Zoom Virtual Meeting
Please click the link below to join the webinar:
<https://biddeford.zoom.us/j/96966667797>
Password: 559628

Or iPhone one-tap :
US: +13017158592,,96966667797#,,,0#,,559628# or
+13126266799,,96966667797#,,,0#,,559628#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1
346 248 7799 or +1 669 900 9128
Webinar ID: 969 6666 7797
Password: 559628

- 1. Call to order**
- 2. Approval of the Minutes**
 - 2.1. June 2, 2020 Finance Committee Meeting Minutes
[6-02-2020 Finance Committee Minutes.rtf](#)
- 3. Signing of the expenditure warrant**
 - 3.1. Warrant for June 9, 2020
 - 3.2. Warrant for June 16, 2020
- 4. Discussion/Approval**
 - 4.1. Approval/Capital Assets Contract to Provide CDBG-CV Administrative Services
[6-16-2020 Capital Assets Contract-ORDER.doc](#)
[6-16-2020 Capital Assetts Contract-Briefing.docx](#)
[6-16-2020 Capital Assets Agreement.pdf](#)
 - 4.2. Establishment of Revised Fee Structure for PAYT Orange Overflow Bags
[6-16-2020 PAYT Bags Price Increase-ORDER.doc](#)
[6-16-2020 PAYT Bags Price Increase-Briefing.docx](#)
[6-16-2020 Orange Bags Pricing.pdf](#)
 - 4.3. Amendment/Ch. 58, Solid Waste/Sec. 58-1-Definitions; and Sec. 58-35-Portable Receptacles/Add Alternative Designated Solid Waste Container
[6-16-2020 Solid Waste-Overflow Portable Receptacles-ORDER.doc](#)
[6-16-2020 Trash Tote Replacement-Briefing.docx](#)
[6-16-2020 Solid Waste Ordinance-Solid Waste Definitions.docx](#)
[6-16-2020 Solid Waste Ordinance-Trash Receptacles.docx](#)
- 5. Other Business**

6. Adjournment

City of Biddeford
Finance Committee Meeting Minutes
June 2, 2020
(Due to COVID-19, the meeting was held virtually via ZOOM)

The meeting was called to order at 5:00 p.m. by the Chair, Councilor John McCurry.

Present: Chair, Council President John McCurry, Mayor Alan Casavant, Councilor Mike Ready, Councilor Stephen St. Cyr, City Manager James Bennett, Chief Operating Officer Brian Phinney, City Clerk Carmen Morris; Interim Finance Director, Gerry Matherne.

Adjustment to the Agenda

No adjustments to the agenda.

Approval of Minutes of May 19, 2020

Motion by Councilor Ready to approve the minutes as printed, seconded by Mayor Casavant.

Vote: unanimous.

Motion carried 4-0

The Expenditure Warrant: May 26, 2020

The warrants were emailed to the Finance Committee members for their review.

Motion by Councilor Ready to approve the expenditure warrant for May 26, 2020, seconded by Councilor St. Cyr.

Vote: unanimous.

Motion carried 4-0.

Discussion/Approval

Authorization/Purchase of Single Axle Plow Truck/Freightliner of Maine

Motion by Councilor Ready to recommend the purchase of a single axle plow truck from Freightliner of Maine, seconded by Councilor St. Cyr.

Discussion: Assistant Public Works Director, Carl Marcotte, presented the item. They went out to bid and received 6 bids. They are recommending the low bid of \$169,708.00.

Vote: unanimous.

Motion carried 4-0.

Approval/Maine Housing Contract Funding

Motion by Councilor Ready to approve the Maine Housing Contract Funding, seconded by Councilor St. Cyr.

Vote: unanimous.

Motion carried 4-0.

Other Business

Councilor Ready asked for clarification on the positions that were postponed at last week's Budget Committee meeting. Jim explained the positions will be held off on hiring until the third and fourth quarters.

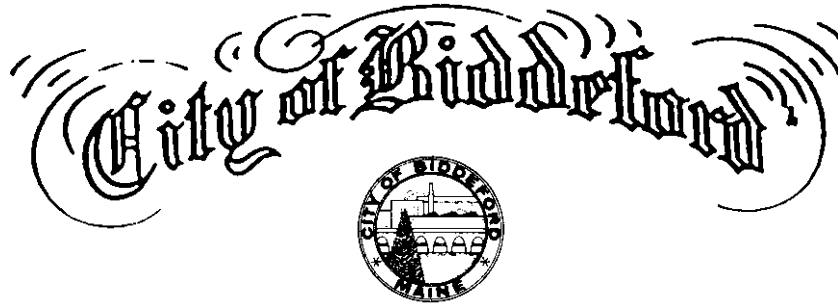
Councilor McCurry asked for a run down on all the liens - tax and sewer - that are currently outstanding.

Motion to adjourn made by Councilor Ready, seconded by Councilor St. Cyr.

Vote: unanimous.

Motion carried 4-0.

Adjourned at 5:08 p.m.



2020.48

IN BOARD OF CITY COUNCIL...JUNE 16, 2020

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into a contract with Capital Assets in the amount of \$26,000 for administration of the IDIS (Integrated Disbursement and Information System) portion of the CDBG Job Retention Program.



Biddeford City Council and Finance Committee

Meeting Date: June 16 Meeting

Time: 6:00

Agenda Item No and Item Description: Capital Assets Contract for CDBG-CV Administration-Job Retention Program

- No: Capital Assets contract

Submitted by: Mathew Eddy

Supporting Information/Documentation:

Proposed contract

Key Terms:

- HUD—Housing and Urban Development(source of CDBG funds)
- CDBG-CV—Cares Act stimulus funding specific to the COVID pandemic crisis.
- Substantial amendment- Annual Action Plan. An amendment approved by City Council for the expenditure of \$276,000 in CDBG-CV funds, \$250,000 for direct business assistance and the remainder for administration (9.4%).
- CAC—Citizen Advisory Committee
- Community Development Block Grant program (CDBG-CV)—HUD “Care’s” Act
- Job Retention Program—A citywide business assistance program that provides \$12,500 per business, helping with payroll, rent or operating capital being proposed by the City.
- IDIS – Integrated Disbursement and Information System

Executive and Detailed Summary:

We are asking City Council to approve a proposed contract with Capital Assets to assist the City in administering the CDBG-CV stimulus program.

Capital Assets will provide direct administrative assistance in program management of the IDIS reporting requirements, including project set-up, voucher set-up, assist with voucher draw down, and project closeout in IDIS. Two key ingredients in this agreement, particularly since the CDBG job retention

program will be a first time experience for responsible city staff are found in Parts A and B of the Appendix: the Work Program. Activity set up in IDIS and digital file storage will be extremely helpful in managing the program for HUD and at project closeout. General consultation with staff on this CDBG program will help accelerate the ability of staff to deliver the job retention program to the community. Staff will be responsible for individual contact, application completion, creating monitoring instruments for each applicant business (for low-moderate income job retention or creation) and for conducting final monitoring prior to project closeout.

Each individual business applicant represents a project set-up in IDIS. Capital assets will provide data entry while insuring that each applicant, with the information collected by staff, is compliant with HUD standards. Capital assets will shepherd that work up until closeout, where a closeout profile will need to be created and approved through the IDIS system before the project is completed. Staff will complete that final step.

The City advertised for consultants through the RFQ process on April 13. We posted it on our web site and through our network of planners and community development associates. We did receive two calls from out of state firms, but no responses other than Capital Assets.

We have had a working relationship with Capital Assets. HUD provided a technical assistance contract through Capital Assets to assist us in correcting some IDIS system entry errors, while also helping us streamline our program offerings, both from a regulatory and technology perspective. They know our system, permitting an easy transition to assist us in getting this program on the streets as soon as possible.

With a recent retirement and staff opening, this program will also permit us to train our own staff on IDIS and CDBG program management with an in-house trainer. This will prove very valuable in preparing for delivering the owner occupied 2-4 unit housing program in the fall. It will assist us in complying with HUD regulations in an efficient manner.

Staff Recommendation:

Staff recommend approval of the contract.

Recommended Motion: To authorize the City Manager to enter into a contract with Capital Assets for \$26,000 for administration of the IDIS portion of the CDBG Job Retention program.

AGREEMENT FOR CONSULTANT SERVICES
Between
CITY OF BIDDEFORD, MAINE
and
CAPITAL ACCESS, INC.

This Consulting Services Agreement executed on the **8th** day of **June, 2020**, by and between **City of Biddeford, Maine**, a municipal corporation in the State of Biddeford, Maine ("City") AND **Capital Access, Inc.**, a Pennsylvania Sub-Chapter S Corporation, or its successors in interest ("Consultant") entails the following:

WHEREAS, the City is an entitlement community that serves as a grantee receiving Community Development Block Grant (CDBG) funding each year from the U. S. Department of Housing and Urban Development ("HUD");

WHEREAS, the City has developed a vision and program design for Biddeford Job Retention Grant (JRG) which incorporates funding programs for small business assistance, public health and community services as part of an integrated response to the COVID-19 crisis;

WHEREAS, the City has developed a vision for the Biddeford Job Retention Grant program that will provide small businesses and microenterprises for working capital needed to stay open and/or be positioned to re-open upon notice from government authorities of relaxed social distancing requirements.as part of an integrated response to the COVID-19 crisis;

WHEREAS, the Biddeford Job Retention Grant program will be funded through a combination of CDBG, CDBG-CV and various City funds;

WHEREAS, City seeks to engage Consultant to provide professional services to assist with the compliance, project and financial management aspects of the administration of the Job Retention Grant program and other economic, public services, housing and community development grants that may arise over the term of this Agreement;

WHEREAS, the Consultant agrees to provide such Consulting Services pursuant to the terms and conditions contained herein;

NOW THEREFORE, in consideration of mutual promises set forth herein, the parties agree as follows:

I. SCOPE OF WORK

- A. Consultant will complete the Scope of Services and Deliverables for grants management services as detailed in Appendix #1 to this Agreement;
- B. Consultant will utilize the Capital Access Projects and Grants Management Services (“CAPGMS”) tools, reports and support as the platform for the grants management services delivery for the economic development assistance programs and other programs as directed by City;
- C. Consultant is available to provide grants management services for similar public services, housing and community development grant funds from other sources as directed by City;

II. COMPENSATION AND EXPENSES

- A. City shall pay Consultant fee upon completion of Tasks and/or Deliverables and hourly rates and unit-based pricing as detailed in Appendix #1;
- B. At the beginning of each year Consultant shall prepare a Task Order that provides a scope of work and budget for Administration and Project Delivery tasks planned for the coming year for City review and approval;
- C. With the approved Task Order and any interim amendments therein, Consultant shall submit monthly invoices based on time and materials based on hourly rates for scope of work Appendix #1.
- D. For all HUD Grants and any new similar grant programs administered by City during the contract term, Consultant shall submit monthly invoices based on below-listed hourly rates for time and materials work and/or unit-based pricing for project related work as specified in Appendix #1.

III. TERM

The Effective Date of this Agreement is **June 8, 2020**. The period of this Agreement shall be from the Effective Date until **December 31, 2021**. City reserves the option to renew this Agreement. City will amend this Agreement with the terms and conditions for extension of this Agreement.

IV. SUPERVISION AND COORDINATION

The Consultant shall report to the Director of Housing and Community Development Department (HCD) as directed coordinate with the City Manager and his designees.

V. STAFF ASSIGNED TO PROJECT

- A. Jeremy Newberg and Dayatra Coles will serve as Senior Relationship Managers for this Agreement.
- B. From time to time Consultant may engage Subject Matter Experts and/or processing staff to support high quality delivery of professional services called for in this Agreement. Consultant may deploy additional staff as needed. If engagement of SMEs or related professional service providers is for a scope of work beyond what is provided in this agreement, the Consultant will submit for a subsequent Task Order: Scope of Work, Budget and Production Schedule for City review and approval.

VI. CAPGMS TERMS AND CONDITIONS

As specified in Appendix #1, Consultant will provide and manage the Job Retention Grant Small Business Emergency Grant on CAPGMS which operates on the web-based Microsoft Office 365 platform. This will facilitate online applications, grant agreement execution and electronic payments while practicing social distancing. The follow terms and conditions apply to working in the CAPGMS environment:

- A. City owns their data housed in the CAPGMS Portal and with authorized usernames and passwords, has continuous access to the files on the City Portal Landing Page and Grant Expenditure Report;
- B. CAPGMS engages in regular back-up of City data on the system. However, City is advised to keep paper copies of documents uploaded into CAPGMS as risk of loss mitigation strategy.
- C. While under Agreement, Consultant maintains the CAPGMS system in the Office 365 environment. If and when the City decides to no longer engage Consultant, Consultant shall provide written instructions for how to maintain files in CAPGMS and training.
- D. Consultant will pay for the cost of Office 365 user licenses for up to seven (7) City staff. If City requires more Office 365 user licenses, then Consultant will pass on the costs to City for payment;
- E. File Upload Protocols
 - 1. City agrees to adhere to CAPGMS File Upload Protocols. CAPGMS will provide copy of File Upload Protocols and on-site training for City staff.
 - 1. Upload Protocols are subject to periodic revisions.
 - 2. Files uploaded to the City Portal Landing Page should be clean copy with limited hand written notations on them, other than the signature and date (represented in blue ink to distinguish it from a carbonized copy) as a pdf. In the event multiple copies of the same document is uploaded, they must be distinguished by a version number (i.e. v1 or v2) or as a 'draft' or 'final' within the naming convention.
- F. Security.
 - 1. CAPGMS operates on the Office 365 platform, which is a secure environment that conforms to the security standards for federal HUD Personal Identification Information (PII). Capital Access will continuously monitor for updates from HUD on how to optimize compliance HUD PII requirements.
 - 2. Capital Access will not share any information contained within CAPGMS with any third-party entity. The use of CAPGMS is proprietary to Capital Access and should not be shared with external individuals or entities. Doing so would be considered a breach of contract. Any inquiries or interest regarding the CAPGMS Systems and Tools should be directed to the Executive Manager or Senior Program Manager.

VII. DEFAULT AND TERMINATION

- A. If City has issues with performance of Consultant, City shall submit such issues in writing and provide at least thirty (30) calendar days for corrective actions to address City concerns;

- B. If City must terminate this Agreement due to factors beyond the quality of performance of Consultant, then City will provide thirty (30) calendar days' notice of cancellation of the Agreement and compensate Consultant for all fees and related expenses for work completed up to date of Agreement cancellation;
- C. In the event of any breach by either party of its obligations under this Agreement, the other party may serve notice of such breach on the breaching party and upon the breaching party's failure to adequately cure the same within thirty (30) calendar days after such notice, terminate this Agreement and it shall be entitled to pursue remedies available to it at law or in equity and to collect attorneys' fees in connection with pursuing such remedy.

VIII. INDEPENDENT CONSULTANT

- A. The Consultant affirms that it is acting as a free agent and independent consultant, holding itself out to the General Public for other work or contracts as it sees fit, and that this agreement is not exclusive.
- B. Consultant shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Agreement Documents, Consultant shall be solely responsible for the means, method, techniques, sequences, and procedures used by the Consultant in the full performance of this Agreement.
- C. In providing such services, neither Consultant nor Consultant's agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Consultant or Consultant's agents any authority of any kind to bind City in any respect whatsoever.
- D. The Consultant will be responsible for all income tax withholdings, state and local taxes, assessments, including Social Security and Medicare payments, insurance, Worker's Compensation, retirement, wage/hour or leave benefits and other costs or obligations on the income received under this Agreement.

IX. PROPRIETARY RIGHTS

- A. City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned by the City.
- B. Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

X. CONFIDENTIALITY

- A. Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed

by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Freedom of Information Act or Biddeford, Maine's Public Records Law.

- B. **Covenant Not to Disclose.** Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation.
- C. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend. All such work products; and all contract related data, will be held in strict confidence, except as otherwise agreed in writing.

XI. INSURANCE

- A. Consultant will procure and maintain, for the term of this Agreement, the following insurance:
 - 1. Worker's Compensation insurance in full compliance with all applicable State and Federal laws and Employer's Liability insurance against loss, damage or injury to Consultant's employees of not less than \$500,000 per occurrence.
 - 2. Commercial general liability insurance with limits:
 - a. no less than \$1,000,000 in general aggregate if aggregate applies per policy or
 - b. no less than \$1,000,000 in general aggregate if aggregate applies per project;
 - 3. Automobile insurance no less than \$500,000 for any owned, non-owned or hired automobiles.
 - 4. The Consultant shall procure and maintain fidelity insurance covering all officers, employees, and agents of the Consultant authorized to handle funds received or disbursed under this Agreement in an amount not less than the funding provided through this Agreement.
- B. Consultant shall furnish Certificates of Insurance to City when this Agreement is executed. The Certificates will provide for thirty (30) calendar days' written notice to City prior to cancellation or material modification of the insurance.

XII. ASSIGNMENT OF AGREEMENT

Neither party shall assign this Agreement or any part thereof without written consent of the other party.

XIII. NOTICES

All notices, demands and communications hereunder shall be in writing and may be served or delivered personally upon the party for whom it is intended, or mailed to the party for whom it is intended at the address and to the attention of the officer set forth on the signature page of this Agreement. The address of a party may be changed by notice given pursuant to this section.

XIV. INDEMNIFICATION.

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its agents and employees, from and against claims, damages, losses and expenses, including but not limited to reasonable attorney's fees and costs incurred, arising out of or resulting from performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Consultant, anyone directly or indirectly employed by Consultant or anyone for whose acts it may be liable. Consultant shall not be responsible, however, for indemnifying or holding City harmless from and against claims, damages, losses and expenses caused in whole or part by City's negligence or intentional misconduct. It is specifically understood and agreed that in no case shall Consultant be required to pay an amount disproportional to its culpability.
- B. To the fullest extent permitted by law, City shall indemnify and hold harmless Consultant, its Agents and employees, from and against claims, damages, losses and expenses, including but not limited to reasonable attorney's fees and costs incurred, arising out of or resulting from City's activities and decisions in carrying out the Services, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, anyone directly or indirectly employed by City or anyone for whose acts it may be liable. City shall not be responsible, however, for indemnifying or holding Consultant harmless from and against claims, damages, losses and expenses caused in whole or part by Consultant's negligence or intentional misconduct. It is specifically understood and agreed that in no case shall City be required to pay an amount disproportional to its culpability.

XV. DISPUTE RESOLUTION

- A. In the unlikely event of a dispute under this Agreement and between the parties hereto, the parties agree to try to resolve their differences through negotiation.
- B. If the parties are unable to resolve their differences through negotiation, they agree to use mediation before resorting to litigation.
- C. The mediator will be one mutually agreed upon and the costs will be shared equally.
- D. If there is litigation the prevailing party will be entitled to reimbursement of reasonable attorneys' fees and costs of the litigation.
- E. Notwithstanding any Biddeford, Maine conflict of laws provisions to the contrary, this Agreement shall be governed by and construed in accordance with the laws of the State of Biddeford, Maine.

XVI. NONDISCRIMINATION

Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, civil union status, mental retardation or physical disability,

unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Biddeford, Maine;

To the extent that the Agreement has employees which will be engaged in the performance of the Services Consultant agrees and warrants that in the performance of this Agreement such Consultant will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Biddeford, Maine, and that employees are treated when employed without regard to their sexual orientation.

XVII. DRUG FREE WORKPLACE

The Consultant is responsible for providing a drug-free workplace for its employees by establishing an on-going drug-free awareness program to inform employees about: the dangers of drug abuse in the workplace; the City's policy of maintaining a drug-free workplace; making available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

XVIII. TRAVEL

Consultant shall obtain written approval from the City for any travel related to completion of the scope of services in this Agreement.

XIX. WARRANTY OF AUTHORITY

Each party represents to the other that such has authority under all applicable laws to enter into an agreement containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed this Agreement on behalf of each party are authorized and empowered to execute said Agreement.

XX. RETENTION OF RECORDS AND RIGHT TO AUDIT

- A. The Consultant shall retain all records and accounts related to this Agreement for inspection, review, or audit by the City for a minimum of three (3) years from the date of termination of this Agreement. Such review shall be during the regular working hours of the Consultant following reasonable notice.
- B. Upon request, the Consultant shall transfer copies of these records and accounts to the custody of the City in order to ensure their accountability for such a period. Records that relate to any litigation, appeals, or settlement of claims arising from this Agreement shall be maintained and made available until final disposition has been made of such litigation, appeals, or claims.
- C. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Consultant under this Agreement are and shall remain the property of the City; and Consultant disclaims any copyright in such materials. All such materials shall be promptly delivered into City possession by Consultant upon completion, termination, or cancellation of this Agreement.

XXI. PUBLIC RECORDS

- A. Biddeford, Maine has a very broad public records law and certain records of the Consultant may be subject to the Biddeford, Maine Public Records Act (Chapter 119, Biddeford, Maine Statutes). By entering into this Agreement with the City, the Consultant acknowledges that it will comply with this section and that failure by Consultant to comply with this section is a breach of this Agreement and the City may pursue all available remedies. A request to inspect or copy any public records, as defined in Section 119.011(12), Biddeford, Maine Statutes, relating to this Agreement must be made directly to the City. If the City does not possess the requested public records, the City shall immediately notify the Consultant of the request and the Consultant shall, within a reasonable duration of time, either provide the records to the City or allow the records to be inspected or copied. In addition, the Consultant shall:
1. Keep and maintain all public records required by the City to perform the service;
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law;
 3. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following termination of this Agreement if the Consultant does not transfer the records to the City; and
 4. Upon termination of this Agreement, transfer to the City at no cost to the City all public records in possession of the Consultant or keep and maintain the public records required by the City to perform the service. If the Consultant transfers all public records to the City upon termination of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- B. If the Consultant keeps and maintains public records upon termination of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, BIDDEFORD, MAINE STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Mathew Eddy
Planning and Development Director
P.O. Box 586, 205 Main Street, Biddeford, Maine 04005
Cell: 207-837-8244, Office: 207-284-9115
Mathew.Eddy@Biddefordmaine.org

XXII. AMENDMENT AND WAIVER

- A. This Agreement may only be amended in writing signed by all the parties.
- B. The City or the Consultant may, from time to time, request changes in the scope and schedule of services to be performed under this Agreement. Changes in line item budgeted amounts are permissible upon the prior written approval of the City Manager or designee. However, any increase or decrease in the total amount of funding or any other change shall be negotiated by the City and the Consultant, and if mutually agreeable, shall be incorporated in written amendments to this Agreement.
- C. No course of dealing shall be deemed a waiver of rights or a modification of this Agreement. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right. No waiver of a provision of this Agreement shall apply to any other portion of this Agreement. A waiver on one occasion shall not be deemed to be a waiver on other occasions.
- D. Nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Biddeford, Maine Statutes.

XXIII. COMPLIANCE WITH LAW

The Consultant shall comply with all applicable laws, orders, and regulations of the Federal, State and local governments as they pertain to this Agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the services outlined in this Agreement. If the Consultant is not familiar with state and local laws, ordinances, code rules and regulations, the Agency, nonetheless, remains liable for any violation and all subsequent damages or fines.

XXIV. SEVERABILITY

If any term or provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the extent they can be given meaning to effectuate the purpose and performance of this Agreement.

XXV. ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties. No statement, promises or inducements made by any party hereto or agent of either party hereto which is not contained in this written agreement, shall be valid or binding. This Agreement shall not be modified except in writing and signed by both parties.

XXVI. REPRESENTATIONS AND WARRANTIES.

Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

- A. Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement. Any licensing requirements shall stay current throughout the Term of this Agreement;

- B. Consultant represents that it can commence the Services promptly upon start date and will complete the Services in a timely manner on a schedule to be approved by the City;
- C. Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion;
- D. Consultant will make all affirmative efforts to deliver services within the scope, terms and conditions of the Agreement that are in compliance with HUD grant program rules and federal cross cutting regulations. If a compliance issue should arise Consultant shall work closely with City to develop and execute a plan to resolve and/or remedy such issues as they may arise;
- E. Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any treaties, laws, codes, rules, regulations, or contractual obligations with third parties, and is an enforceable obligation of the Consultant;
- F. Consultant is aware of the conflict of interest laws of the United States and of the State of Biddeford, Maine and agrees to fully comply in all respects with the terms of said laws and any amendments thereto. Consultant hereby declares and certifies that to their knowledge, Consultant has no vested interest which might be considered a conflict of interest due to any other client, or property interest. Consultant represents that they will not represent any client that is a named participant in litigation with the City without prior consent of the City.
- G. Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising either directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.
- H. Consultant represents that it will perform the Services with the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").
- I. Consultant represents that it possesses all licenses, permits, certifications and/or accreditations that may be required to perform the Services required by this Agreement and will maintain current licenses during the Term of this Agreement.
- J. Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement.

XXVII. RELATED ITEMS

Consulting Agreement: Job Retention Program

City of Biddeford, ME and Capital Access, Inc.

- A. During the time period of this Agreement, City grants Consultant exclusive right to perform any and all of the above listed services according to the above terms;
- B. For tax and reporting purposes:
 - 1. Employer Identification Number of Capital Access, Inc. is: 23-2942106
 - 2. Mailing address is 325 Chestnut Street, Suite 917, Philadelphia, PA 19106
 - 3. Data Universal Numbering System (DUNS) number is: 027678759;
- C. Agreement shall be governed by and construed in accordance with laws of State of Biddeford, Maine;
- D. City acknowledges and approves that Consultant may include general description of this engagement in its marketing materials. Consultant may use a portion of information derived from this engagement such as "Lessons Learned," in a trade journal or article and/or materials for training programs. Consultant will disclose appropriate credit of City in all written materials.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CITY OF BIDDEFORD, MAINE

CAPITAL ACCESS, INC.



June 8, 2020

Signature

Date

Signature

Date

Jeremey Newberg,
Chief Executive Officer,
Capital Access, Inc.
325 Chestnut Street, Suite 917
Philadelphia, PA 19106

Appendix #1: – Scope of Work and Compensation Schedule

This Scope of Work and Budget is to assist Biddeford with the launch and operations of Job Retention Grant programs to help respond to the Coronavirus Crisis with the new allocation of CDBG-CV and PY 2020 and 2019 CDBG allocations and other funds allocated by City leadership. In addition to HUD grants such as CDBG, CDBG-CV and HOME, this Agreement covers grants management support services for other sources such as GCRA, EDID, TIG, general fund and other available funds ("Program Funds" hereafter).

Part A - Program Development relates to HUD CDBG compliance grants management and program design assistance which falls under the "**Administration**" cost category.

Part B - Program Operations and Support relates to the City's new Job Retention Grant Program which is part of City's small business COVID-19 emergency relief efforts for which consultant compensation can be paid from the "**Activity Delivery**" cost category. The Emergency Grant can be managed within the CAPGMS platform. Biddeford retains ownership of all documents on the CAPGMS system. Biddeford may pay for these services from CDBG, CDBG-CV, related City general funds and other to be identified sources.

For both Part A and Part B the fee shall not exceed \$26,000. Consultant will submit invoices based on time and materials according to its established HUD Technical Assistance hourly rates listed below.

A. Administration – Program Development

Part A - Program Development relates to HUD CDBG compliance grants management and program design assistance which falls under the "Administration" cost category. Based on the direction of Mathew Eddy, Planning and Development Director, services provided may include:

1. Quantify CDBG and Related City Funds Available for Deployment
2. CDBG Compliance Pathway for Job Retention Grant Response Activities
3. Action Plan Amendment (APA)
4. Citizen Participation Plan (CPP) and Virtual Public Hearing
5. Program Guidelines - update existing and develop for new
6. New or Updated Grant Agreements for New or Expanded Job Retention Grant Programs
7. Financial Management.
8. Web-Based System: Digital File Cabinet, Work Plan, Production and Expenditure Reporting.
9. Job Retention Grant Work Plan, Production Schedule and Expenditure Tracking & Reporting.

B. Activity Delivery – Program Operations and Support

Part B - Program Operations and Support relates to the new **Job Retention Grant program** for which consultant compensation can be paid from the "Activity Delivery" cost category. The Emergency Grant will be managed within the Capital Access Project and Grants Management (CAPGMS) platform. City staff will have 24/7 access to all files. Biddeford retains ownership of all documents on the CAPGMS system. Biddeford may pay for these services from CDBG, CDBG-CV and related City general funds.

1. Customized CAPGMS Program Management Platform
2. Biddeford Staff Orientation & Training

3. Application Reviews & Grant Processing
4. CAPGMS Program Quality Control & Reporting

C. Logistics

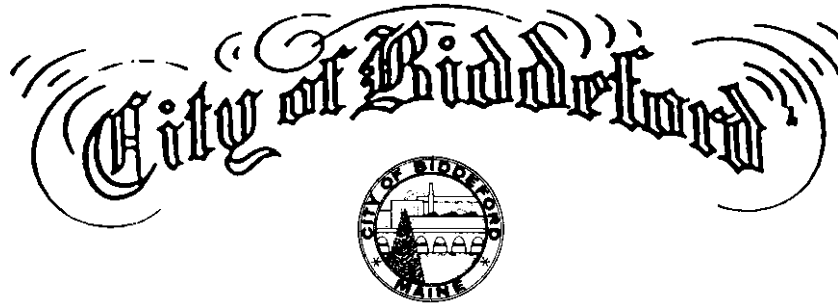
1. Scope of Work does not include grant closeout services. However, CAPGMS will complete an end of grant review and file clean-up;
2. All communications with applicants and grantees will be conducted via electronic mail. This scope and budget does not include any on-site and/or in person meetings and/or paper based mailings.
3. Consultant will provide technical assistance to Client staff on how best to comply with HUD rules and regulations for each of the administrative and project management functions listed above.
4. Client shall provide Consultant with Username and Password to IDIS.
 - a. Consultant will use such access to review data.
 - b. The only time the Consultant shall make IDIS data entries on behalf of the Client is either on-site or during a web meeting where there is a shared screen and either the Director or Director of Housing and Community Development has reviewed and approved subject data entry to IDIS.

Appendix #2: Hourly Rates and Staff

All proposed hourly rates are fully loaded to include fee, overhead, travel and related expenses.

Capital Access Positions / Roles	Hourly Rate
Executive Manager, Senior Consultant	\$196.89
Senior Consultant SME	\$178.51
Consultant Quality Control Manager	\$157.50

Consultant	Role
Jeremey Newberg	Executive Manager , Program Design, Underwriting, Grants Management ▪ Coordination with Client to identify needs and determine optimal approach ▪ Respond and strategize with Management to address any issues and concerns posed by Client's Executive Administration ▪ Direct staff on strategies to address issues and deliver exemplary service ▪ Frequently communicate with Client to review progress for quality control
Dayatra Coles	Senior Program Manager and SME – CDBG, HOME, NSP and IDIS production, compliance and financial management ▪ Lead Relationship Manager ▪ Policy, underwriting, compliance and/or financial management and reporting ▪ Deputy to CEO for TA and deliverables that satisfy Client requirements ▪ Assist in coordination with Client, community, sub-recipients, and elected officials ▪ Lead for Quality Control ▪ Assist in the set-up and input of data within the HUD IDIS management platform ▪ Analyze and reconcile issues in IDIS
Arshad Bacchus	Quality Control Manager – Verification and Quality Control Reviews, Grant Agreement Generation, Payment Support and End to End File Reviews.



2020.50

IN BOARD OF CITY COUNCIL...JUNE 16, 2020

BE IT ORDERED, that the City Council of the City of Biddeford does hereby establish a revised fee structure for the Pay as You Throw (PAYT) Overflow (orange) Bags as follows:

- Small bags: from \$1.50 to \$1.75
- Large bags: from \$2.00 to \$2.25



City Council

Meeting Date: June 16, 2020

Meeting Time: 6:00 PM

Agenda Item No: 2020.50

Item Description: Orange Overflow Bags

Submitted by: Jeff Demers Director Public Works/Waste Water

Supporting Information/Documentation:

N/A

Executive Summary:

The Public Works Department is looking for the approval from the City Council to allow for the adjustment in the pricing of the orange overflow bags.

Detailed Review:

The Public Works Department is requesting that the City Council consider raising the price of the orange overflow bags. During the last year it has been an issue due to safety reasons to have the driver/operator of the automated waste truck climb out of his truck while in city traffic in order to pick up the overflow bags. Public Works management staff rode along with the driver and saw this issue first hand. As part of our new operations, for about 1.5 hours a day a pick-up truck with two Public Works team members are now being sent out to collect the orange overflow bags. Because of this, Public Works staff is recommending council adopt the new pricing for the added administration/operation fees. The new fees would be from \$2.00 to \$2.25 for the large bags and from \$1.50 to \$1.75 for the small.

The Solid Waste Commission has visited this request and has voted to move it forward to Council. The Commission had an estimated price increase at the time of their vote.

Staff Recommendation:

Allow The Director of Public Works to price the bags at \$2.25 for the large and \$1.75 for the small as of August 1, 2020.

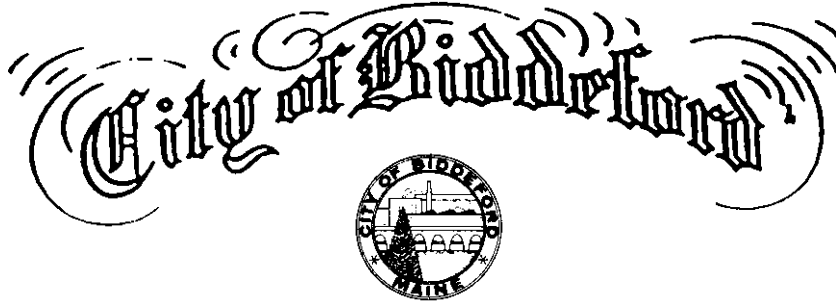
	New Price			
	<u>Large Bags</u>		<u>Small Bags</u>	
	5 bags/roll		10 bags/roll	
	50 rolls/case		40 rolls/case	
Selling Price Per Case	\$	500.00	\$	600.00
Cost Per Case (New price 5/31/19)	\$	62.50	\$	72.00
# of rolls per case		50		40
# of bags per roll		5		10
Selling Price Per Roll	\$	10.00	\$	15.00
Selling Price Per Bag	\$	2.25	\$	1.75
Cost Per Roll	\$	1.25	\$	1.80
Cost Per Bag	\$	0.25	\$	0.18
Gross Profit to cover Trash per Bag	\$	2.00	\$	1.57
Amount of tons per Bag (assume 40lbs/bag)		0.02		0.02
Cost Per Ton of Trash	\$	61.25	\$	61.25
Cost to dispose of trash per Bag	\$	1.23	\$	1.23
Profit to put toward container's trash	\$	0.78	\$	0.35

Variables

Expenses - hand collection of bags ahead of the truck			
Labor	\$32.24 x 2 = \$64.48/hr x 2hr/day x 5 x 52	\$	(33,529.60)
Revenue Offset			
Bags	\$0.78/bag x 120 bags/day x 5 x 52	\$	24,336.00
	Current Annual Shortfall	\$	(9,193.60)
Potential Revenue from new tote program	\$	7,350.00	

If tote program works out, the laborers to assist automated truck will not be needed. If the tote program is not successful up to an additional \$0.295 per bag is needed to cover the labor cost for bag collection.

Bag Price Gap	\$	9,194.00	\$	0.29468 /bag
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2020.51 **IN BOARD OF CITY COUNCIL...JUNE 16, 2020**
BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, **Chapter 58, Solid Waste, Article I. In General, Section 58-1 Definitions and Article II. Collection, Sec. 58-35 Portable receptacle**, be amended by adding or deleting to read as follows:

ARTICLE I. IN GENERAL

Sec. 58-1. Definitions.

ALTERNATIVE DESIGNATED SOLID WASTE CONTAINER

A 65 gallon solid waste container available through the Alternate Voluntary Solid Waste Service established under Sec. 58-35(a)(1)a(ii).

ARTICLE II. COLLECTION

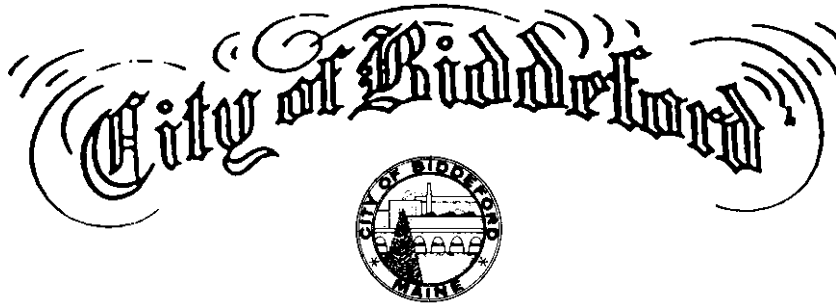
Sec. 58-35. Portable receptacles.

- (a) The Public Works Department shall issue two designated collection containers, color-coded, to each residential dwelling unit receiving municipal waste collection and curbside recycling collection: one container, approximately 35 gallons, shall be for acceptable municipal solid waste, and one container, approximately 65 gallons, shall be for acceptable recyclable materials; except that grandfathered facilities, except grandfathered condominium facilities, shall not receive designated municipal solid waste containers and shall place acceptable municipal solid waste in designated bags for curbside collection. Designated recycling containers shall be assigned to grandfathered facilities, subject to space limitations, as determined by the Director of Public Works.
[Amended 3-3-2015 by Ord. No. 2015.10]

- (1) Weekly collection of acceptable municipal solid waste shall be limited to the volume of the designated municipal solid waste container such that the waste shall not spill out of the container or prevent the cover from closing.

a. Overflow.

- (i) Overflow shall not be collected unless contained within a designated bag made available to residents on a fee-per-bag basis. The overflow bag may be placed on or adjacent to the designated municipal waste



container or in a container separate from the designated municipal solid waste container.

- (ii) If overflow is placed in a separate container, the container shall not be larger than 45 gallons or weigh in excess of 35 pounds.

b. Alternative Voluntary Solid Waste Service.

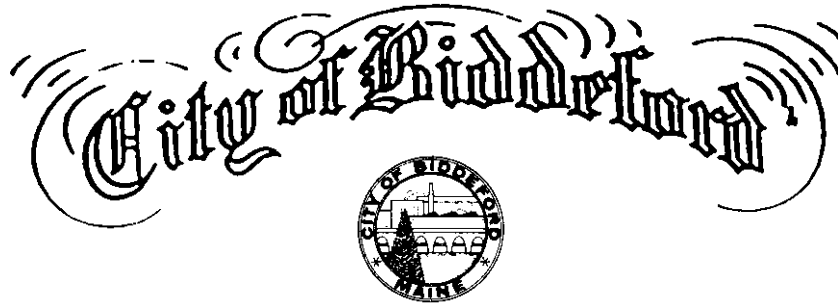
- (i) As an alternative to purchasing designated bags for overflow, eligible entities, other than grandfathered facilities, may request, and if approved, rent an alternative designated solid waste container to increase solid waste capacity and reduce or eliminate the need for purchasing designated bags for overflow.
- (ii) The alternative designated container shall replace the 35 gallon solid waste container and increase solid waste capacity to 65 gallons.
- (iii) The alternative designated solid waste container shall be available for an initial annual fee of \$122.00. Payment may be made annually or semi-annually with the initial payment payable prior to receipt of the alternate designated solid waste container.

- c. The City Council shall establish the overflow bag price and alternate solid waste container price, which may be adjusted.

- d. The Director of Public Works shall maintain and make available a list of the locations at which residents may purchase overflow bags and alternative solid waste containers. The list and pricing shall be made available upon request, shall be posted to the City website, and shall be otherwise available as may be directed by the City Council.

- e. Overflow restrictions may be waived during designated emergency collection schedules as defined in Section 58-7(4).

- (2) Weekly collection of acceptable recyclable materials placed in the designated recycling container shall not spill out of the container or prevent the cover from closing.



- (b) Each designated container shall remain the sole property of the City of Biddeford and may not be moved to any other location.
- (c) Residents may request larger or additional designated recycling containers from the Director of Public Works for good cause as determined by the Director of Public Works. Requests of any other nature shall be evaluated through the variance process.



City Council

Meeting Date: June 16, 2020

Meeting Time: 6:00 PM

Agenda Item No: 2020.51

Item Description: 65 gallon trash totes

Submitted by: Jeff Demers Director Public Works/Waste Water

Supporting Information/Documentation:

6-12-2020 Ordinance change Sec. 58-35. Portable receptacles.

6-12-2020 Ordinance change Sec. 58-1 Definitions

Executive Summary:

The Public Works Department is looking for the approval from the City Council to allow residents that are in the Solid Waste program to lease a larger trash tote to eliminate the number of orange Pay-As-You-Throw garbage bags curbside.

Detailed Review:

Public Works would like to make available to residents in the Solid Waste program the ability to lease a 65 gallon trash tote yearly or bi-yearly through the Public Works recycling center, which will replace the smaller 35 gallon totes, as residents have requested. This would help the Solid Waste Department in moving forward towards a better automation process; cutting down on the number of times our drivers need to get in and out of the truck to handle the orange bags daily and aiding residents in not needing to purchase these bags weekly, giving them a cost savings as well. Public Works staff has worked out the pricing with Casella for the price of the larger totes at an estimated \$62.50 each.

The Solid Waste Commission has visited this request and have voted to move forward to Council.

Funding Source:

Staff requested \$18,750 in 21164 to purchase 300 bins to kick off this program. Each bin is estimated at \$62.50 per bin. The lease cost of the 65 gallon tote per year is \$122.00.

Staff Recommendation:

Allow replacement of 35 gallon totes to 65 gallon totes at yearly or bi-yearly set fee as requested by residents in the program.

Chapter 58. Solid Waste

ARTICLE I. IN GENERAL

Sec. 58-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ACCEPTABLE MUNICIPAL SOLID WASTE

All waste as identified by the Public Works Director annually in accordance with existing disposal agreements, disposal facility acceptance requirements, and permit authorizations.

ACCEPTABLE RECYCLABLE MATERIALS

All acceptable recyclables as identified by the Public Works Director annually in accordance with existing recycling agreements, recycling facility acceptance requirements, and permit authorizations.

ALTERNATIVE DESIGNATED SOLID WASTE CONTAINER

A 65 gallon solid waste container available through the Alternate Voluntary Solid Waste Service established under Sec. 58-35(a)(1)a(ii).

ASHES

That residue from the burning of wood, coal, coke or other combustible materials.

CITY

The City of Biddeford, Maine.

CITY TRANSFER STATION

A City-owned building or container or designated area in which acceptable waste is disposed of for transshipment to another facility for disposal or material recovery.

COMMERCIAL GARBAGE, RUBBISH, OR WASTE

Any solid waste originating and/or generated within the boundaries of the City by any business, firm or person identified as paying personal property taxes through the City Assessor's records or required to obtain a business license under the City's definitions of licensed activities, excepting licenses for waste hauling only. For the purpose of this chapter, this includes public organizations and facilities except for parish houses, parsonages and churches; parish halls; mobile home parks; and condominiums and multifamily dwellings of six units or more. This definition excludes "grandfathered facilities." This definition excludes home occupations as defined and described in Article VI, Section 38, of the Biddeford Zoning Ordinance, being clearly secondary and incidental to the primary residential use.

[Amended 3-3-2015 by Ord. No. 2015.10]

DESIGNATED MUNICIPAL SOLID WASTE CONTAINER

A portable container provided by the City for the sole purpose of storing acceptable municipal waste prior to curbside collection. Bags designated for overflow are also considered designated municipal solid waste containers.

DESIGNATED RECYCLING CONTAINER

A portable container provided by the City for the sole purpose of storage of acceptable recyclables prior to curbside collection.

DISPOSAL

The discharge, deposit, injection, dumping, leaking, spilling or placing of any solid waste into or on any land or water.

DISPOSAL FACILITY

The facility or facilities controlled or designated by the City for the storage and/or disposal of wastes.

ENERGY RECOVERY FACILITY

A facility which processes and recovers energy from acceptable waste generated within the City.

GRANDFATHERED FACILITY

Any property that would otherwise generate commercial garbage, rubbish, or waste and both 1) currently receives curbside trash collection services from the City and 2) the owner of the property has not changed, as of July 1, 2002. The following condominium locations also shall be grandfathered facilities: 1) 318 Alfred Street; 2) 100 Hills Beach Road; 3) 9 Lester B. Orcutt Boulevard; 4) 55 West Street; and 5) 91-93 Western Avenue.

[Amended 3-3-2015 by Ord. No. 2015.10]

HAZARDOUS WASTE

The waste substance or material, in any physical state, designated as hazardous by federal, state or local laws; waste material that exhibits characteristics of hazardous waste, as defined in RCRA (ignitability, corrosivity, reactivity, or toxicity), is listed specifically in RCRA 261.3 Subpart D, is a mixture of either, or is designated locally or by the state as hazardous or undesirable for handling as part of the municipal solid waste and would have to be treated as regulated hazardous waste if not from a household.

HOUSEHOLD

Each residential unit regardless of whether the residential unit is owned by an individual or business entity.

HOUSEHOLD GARBAGE AND RUBBISH

Any acceptable waste originating and/or generated within the boundaries of the City, at the site of generation by a homeowner or occupant. For the purpose of this chapter, this does not include commercial garbage, rubbish, or waste except that waste generated from a grandfathered facility.

OVERFLOW

That volume of acceptable municipal solid waste in excess of the volume of the designated municipal solid waste container.

PERFORMANCE-BASED DEMONSTRATION OF COMPLIANCE

Placing uncontaminated recycling containers at the curb for pickup shall serve as prima facie evidence that the facility has compliance with its performance-based recycling plan. This determination may be made each time a container is placed for collection.

[Added 3-5-2019 by Ord. No. 2019.11]

PERFORMANCE-BASED RECYCLING PLAN

A recycling management plan for each facility shall contain a minimum of five elements, to include:
[Added 3-5-2019 by Ord. No. 2019.11]

- (1) A written plan.
- (2) The facility owner's contact information.
- (3) A single point of contact for recycling matters.
- (4) The facility address.

- (5) A plan that includes a method or procedure to ensure only acceptable recycling materials are placed in the recycling container for curbside collection.

PRIVATE TRANSFER STATION

A privately owned building or container or designated area in which waste is temporarily deposited and stored for transshipment to a disposal facility.

PRIVATE WAY

Any street, lane, road or other roadway not considered a public way.

PUBLIC WAY

Any street, lane, road, or other roadway accepted by the City Council as a public way.

RESOURCE RECOVERY

The recovery of materials or substances that still have useful physical or chemical properties after serving a specific purpose and can be reused or recycled for the same or other purposes.

SELF-HAULER

Any person involved in the collection and transportation of self-generated recyclable material or solid waste.

SOLID WASTE

Useless, unwanted or discarded solid material with insufficient liquid content to be free-flowing, including, by way of example and not by limitation, rubbish, garbage, scrap materials, junk, refuse, inert fill material and landscape refuse, but shall not include septic tank sludge or agricultural or hazardous wastes.

UNACCEPTABLE WASTE

All solid waste of the type municipalities are required to regulate by 38 M.R.S.A. § 1305, as amended, which specifically excludes industrial and sewage treatment plant sludge, and not included in the definition of "acceptable waste."

WASTE HAULER

Any person, firm or corporation which collects residential, institutional, commercial and/or industrial waste for a fee and transports it to a central collection or disposal facility and any person, business or institution which transports its own waste to the designated disposal facility.

WHITE GOODS

Major appliances, such as refrigerators, stoves, freezers, washing machines and dryers, generally having a bulk in excess of 10 cubic feet or a single dimension exceeding five feet.

Chapter 58. Solid Waste

ARTICLE II. COLLECTION

Sec. 58-35. Portable receptacles.

- (a) The Public Works Department shall issue two designated collection containers, color-coded, to each residential dwelling unit receiving municipal waste collection and curbside recycling collection: one container, approximately 35 gallons, shall be for acceptable municipal solid waste, and one container, approximately 65 gallons, shall be for acceptable recyclable materials; except that grandfathered facilities, except grandfathered condominium facilities, shall not receive designated municipal solid waste containers and shall place acceptable municipal solid waste in designated bags for curbside collection. Designated recycling containers shall be assigned to grandfathered facilities, subject to space limitations, as determined by the Director of Public Works.

[Amended 3-3-2015 by Ord. No. 2015.10]

- (1) Weekly collection of acceptable municipal solid waste shall be limited to the volume of the designated municipal solid waste container such that the waste shall not spill out of the container or prevent the cover from closing.

a. Overflow.

- (i) Overflow shall not be collected unless contained within a designated bag made available to residents on a fee-per-bag basis. The overflow bag may be placed on or adjacent to the designated municipal waste container or in a container separate from the designated municipal solid waste container.
- (ii) If overflow is placed in a separate container, the container shall not be larger than 45 gallons or weigh in excess of 35 pounds.

b. Alternative Voluntary Solid Waste Service.

- (i) As an alternative to purchasing designated bags for overflow, eligible entities, other than grandfathered facilities, may request, and if approved, rent an alternative designated solid waste container to increase solid waste capacity and reduce or eliminate the need for purchasing designated bags for overflow.
- (ii) The alternative designated container shall replace the 35 gallon solid waste container and increase solid waste capacity to 65 gallons.
- (iii) The alternative designated solid waste container shall be available for an initial annual fee of \$122.00. Payment may be made annually or semi-annually with the initial payment payable prior to receipt of the alternate designated solid waste container.

c. The City Council shall establish the overflow bag price and alternate solid waste container price, which may be adjusted.

- d. The Director of Public Works shall maintain and make available a list of the locations at which residents may purchase overflow bags and alternative solid waste containers. The list and pricing shall be made available upon request, shall be posted to the City website, and shall be otherwise available as may be directed by the City Council.

- e. Overflow restrictions may be waived during designated emergency collection schedules as defined in Section **58-7(4)**.
- (2) Weekly collection of acceptable recyclable materials placed in the designated recycling container shall not spill out of the container or prevent the cover from closing.
- (b) Each designated container shall remain the sole property of the City of Biddeford and may not be moved to any other location.
- (c) Residents may request larger or additional designated recycling containers from the Director of Public Works for good cause as determined by the Director of Public Works. Requests of any other nature shall be evaluated through the variance process.