

City of Biddeford

City Council

June 15, 2021 6:00 PM Council Chambers and via Zoom

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- 1. Roll Call**
 - 2. Pledge of Allegiance**
 - 3. Adjustment(s) to Agenda**
 - 3.a. 2021.55) Repeal of Emergency Declaration for City of Biddeford
 - 4. Consideration of Minutes:**
 - 4.a. June 1, 2021 Council Meeting Minutes
[6-01-2021 Council Meeting Minutes.docx](#)
 - 4.b. June 7, 2021 Special Council Meeting/1st Reading of City Government Budget Meeting Minutes
[6-07-2021 Special Council Meeting Minutes.docx](#)
- Appointment:**
- Ashanti D. Williams...Councilor for Ward 4
[6-15-2021 Appt-Williams-Ward 4 Councilor.docx.doc](#)
- 5. Second Readings:**
 - 5.a. 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
[6-01-2021 Parking Lot Amendments as of private take over.doc](#)
[6-01-2021 Parking Lot Amendments-private take over-MEMO.docx](#)
 - 5.b. FY22 City General Government:
 - A. General Government
 - B. Public Safety
 - C. Public Works
 - D. Public Services
 - E. Social & Municipal Services

F. Debt Service
G. Capital Outlays
TOTAL CITY GOVERNMENT BUDGET

[6 City General Government FY22.docx](#)

5.c. Estimated Revenues/Fund Balance Appropriation

-Non-School
-State Revenue Sharing
-Homestead
-BETE

[7A Revenues-City FY22.docx](#)

5.d. Airport Operations Fund

[8 Airport Operations Fund FY22.docx](#)

5.e. Mooring Fund

[10 Mooring Fund FY22.docx](#)

5.f. Pool Beach Permits Fund

[11 Pool Beach Permit Fund FY22.docx](#)

5.g. Recreation Programs Fund

[12 Recreation Programs Fund FY22.docx](#)

5.h. Ambulance Fund

[13 Ambulance Fund FY22.docx](#)

5.i. CDBG Fund

[9 CDBG Fund FY22.docx](#)

5.j. Lead Program Fund

[16 Lead Program Fund FY22.docx](#)

5.k. MDEA Fund

[15 MDEA Fund FY22.docx](#)

5.l. Sewer Operations Fund

[14 Sewer Operations Fund FY22.docx](#)

6. Orders of the Day:

6.a. 2021.49) Authorization/Lease-Purchase of Vactor Sewer/Catch Basin Cleaning Truck/C.N. Wood, Inc.

[6-15-2021 Vactor Sewer-Catch Basin Cleaning Truck-ORDER.docx](#)

[6-15-2021 Vactor Sewer-Catch Basin Cleaning Truck-MEMO.docx](#)

[6-15-2021 Vactor Truck Pricing.pdf](#)

6.b. 2021.50) Acceptance of Year 4 Community Development Block Grant (CDBG) Action Plan

[6-15-2021 CDBG Year 4 Action Plan-ORDER.doc](#)

[6-15-2021 CDBG Year 4 Action Plan-MEMO.pdf](#)

[6-15-2021 CDBG Year 4 Annual Action Plan - Draft.pdf](#)

6.c. 2021.51) Authorization/Creation of New Reserve Accounts from FY21 Carry Forward Funds

[6-15-2021 FY21 Carry Forward Items-ORDER.docx](#)

6.d. 2021.52) Approval/Acceptance of Prepayment of Property Taxes/Set Interest Rate

[6-15-2021 Prepayment of Taxes-Interest Rate-FY22-ORDER.docx](#)

6.e. 2021.53) Approval/Award of ADA Self-Evaluation and Transition Plan Project

- 6-15-2021 ADA Self-Evaluation and Transition Plan-ORDER
- 6-15-2021 ADA Self-Evaluation and Transition Plan-Brief
- 6-15-2021 DAC Proposal Evaluation Summary
- 6-15-2021 DAC Proposal - ADA Self-Evaluation and Transition Plan
- 6-15-2021 DAC Fee Proposal
- 6.f. 2021.54) Approval/Fire Union Contract
 - 6-15-2021 Fire Union Contract Approval-ORDER.doc
 - 6-15-2021 Fire Union Contract - AGREEMENT.pdf
 - 6-15-2021 Fire Union Contract-Memorandum of Understanding.pdf
- 6.g. 2021.55) Repeal of Emergency Declaration for the City of Biddeford
 - 6-15-2021 Repeal Emergency Declaration for City.doc
- 7. Appointments:**
 - 7.a. Citizens' Advisory Committee
 - 6-15-2021 Appt Citizens Advisory Committee-ORDER.docx
 - 6-15-2021 Comm App-Edwards-Citizens Advisory Comm.pdf
 - 6-15-2021 Comm App-Bates-Citizens Advisory 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. Adjourn**

COUNCIL MEETING

JUNE 1, 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 6:03 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:

➤ *Acceptance of Robert Quattrone, Jr. resignation as Ward 4 Councilor*

Motion by Councilor McCurry, seconded by Councilor Belanger to accept the resignation.

Vote: Unanimous.

Consideration of Minutes: **May 18, 2021; May 24, 2021**

Motion by Councilor McCurry, seconded by Councilor Belanger to accept the Council Meeting minutes of May 18, 2021.

Vote: Unanimous.

Motion by Councilor McCurry, seconded by Councilor Belanger to accept the Special Council Meeting minutes of May 24, 2021.

Vote: Unanimous.

Second Reading:

{For a copy of the ordinance amendment and first reading, see the Council Meeting minutes of May 18, 2021}

2021.43) Amendment/Land Development Regulations/Art. V-Establishment of Zones and Art. VI-Performance Standards/Amendments Related to Residential Uses

Motion by Councilor McCurry, seconded by Councilor Belanger to grant the second reading of the ordinance amendment.

Vote: Unanimous.

Orders of the Day:

2021.46

IN BOARD OF CITY COUNCIL...JUNE 1, 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 42-59 Snow Emergency Parking Ban; Section 42-62 Identification and use of Municipal Parking Lots**, be amended by adding or deleting to read as follows, and to be effective on July 1, 2021:

Sec. 42-59 Snow emergency parking ban.

The following provisions shall apply during snow emergencies as declared by the Director of Public Works:

(1) When the Director of Public Works deems it necessary to allow for the safe and efficient removal of snow and ice from the public ways within the City, the Director may declare that a snow emergency exists. The Director of Public Works will announce the snow emergency by notifying the local radio and television media, and request that they make periodic announcements of the parking ban. The Director will state in his notice that during the hours of the emergency, parking of motor vehicles is prohibited on any way or municipal parking lot within the jurisdiction of the City, except that the municipal parking lots at the Community Center (Myrtle Street side only), Clifford Park East Biddeford Little League parking lot (on Hill Street), Public Access parking lot (on Pool Street) and Sullivan Street parking lot are open for parking during the period of the emergency at no fee,; ~~and the Foss Street Parking Lot, Washington Street Parking Lot, Gas House Parking Lot, and the Water Street Parking Lot are open for parking during the period of the emergency on a pay-per-use permit only basis.~~

[Amended 12-18-2018 by Ord. No. 2018.149]

~~(2) For permit-only lots, a permit may be obtained through self-service kiosks, mobile app when available or through the City Clerk's office. The form of permit to be displayed shall be the license plate referenced on the valid vehicle registration, appropriately recorded during the permitting process, and properly attached to the vehicle. Municipal parking permit holders must comply with all snow emergency parking ban notices and instructions regardless of the nature of the parking permit.~~

[Amended 12-18-2018 by Ord. No. 2018.149]

~~(3)~~ **(2)** A vehicle parked in violation of the declared snow emergency shall be towed at the owner's expense.

~~(4)~~ **(3)** Vehicles parked in the Foss Street and Washington Street, Clifford Park, Community Center, Gas House and Water Street municipal parking lots as authorized by this section must be removed prior to 7:00 a.m. on the day of the end of the snow emergency, and these municipal parking lots may not be used until they have been cleared of snow.

Sec. 42-62 Identification and use of municipal parking lots.

The following is a list of the municipal parking lots along with a description of their location and authorized use. For the purposes of this chapter, all municipal parking lots are considered as public ways as defined in M.R.S.A. § 29-A. No vehicle shall remain parked in a municipal public parking lot for more than 48 consecutive hours. A vehicle parked in violation of this section may be towed at the owner's expense.

Alfred Street Parking Lot, ~~also known as the Blue Lot, refers to the City municipal parking lot that is adjacent to the 39 Alfred Street Police Station, and is bordered by Alfred Street, Foss Street, and the property line at 1 Pool Street and further described as Map 38, Lot 404.~~

[Amended 10-8-2019 by Ord. No. DC2019.14]

Row 1, which is adjacent to, and is parallel to, the police station, is reserved for police parking only. The first two spaces in Row 1 are reserved for, and shall be posted and clearly marked as, handicap parking.

~~The first two spaces in Row 2 are reserved for thirty minute police business.~~

~~A portion of Rows 2, 3 and 4 shall be reserved for permit parking available for monthly (Monday through Friday) permits, monthly (24/7) permits and monthly (nights and weekend) permits. The remaining spaces shall be available for short term parking on a rolling basis, with the first two hours for any vehicle of any calendar day at no charge.~~

City Hall Parking Lot shall be designated as the ways and parking spaces bordered by City Hall from Adams Street thence southerly along City Hall, thence westerly along the rear of City Hall and City Theater, thence westerly along properties identified as Map 38, Lots 134 and 134-1, thence easterly along property identified as Map 38, Lot 194, thence easterly along South Street to the Civil War Memorial traffic island, thence easterly on the northerly edge of the Civil War Memorial traffic island, thence northerly on the westerly edge of the Civil War Memorial traffic island, thence northerly along Adams Street to City Hall.

- (1) No vehicle shall be parked in the area designated as the City Hall parking lot between the hours of 8:00 a.m. and 5:00 p.m., unless such vehicle displays an official parking pass issued by the City Clerk, and displayed in a manner determined by the Clerk.
- (2) The City Clerk may issue official parking passes to municipal officials and employees.
- (3) Two spaces shall be posted and clearly marked and reserved for disability parking. One of the spaces shall be van accessible.
- (4) The area of the City Hall parking lot that is immediately adjacent to the Civil War Memorial, and is bordered by South Street, shall have one space marked and reserved for the City Clerk; one space marked and reserved for the City Manager; one space marked and reserved for the Mayor; with the remaining parking spaces reserved for use by municipal vehicles only between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
- (5) The area of the City Hall parking lot that is immediately adjacent to the City Hall building, and that is bordered by Adams Street, shall be designated and marked as follows: two spaces reserved for use by municipal vehicles only between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, with the remaining spaces as one-hour parking for use by the general public to conduct business at City Hall.
- (6) The three parking stalls in the area of the City Hall parking lot that is closest to the rear entrance to City Hall building, and to City Theater, shall be limited to one-hour parking and reserved for City

business only between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Clifford Park Parking Lot is a City public parking lot that is located on Pool Street and is further identified as Map 39, Lot 334, with a physical address of 130 Pool Street.

One space shall be posted and clearly marked as reserved for disability parking.

No vehicle shall remain parked in this parking lot longer than 24 consecutive hours.

Community Center Parking Lots refers to the City public parking lots at the J. Richard Martin Community Center, located at 189 Alfred Street as identified on Map 34, Lot 228, and further described as the parking lot which is adjacent and parallel to the Community Center, and Myrtle Street on the east side; and the parking lot which is adjacent and parallel to the Community Center, and Clark Street on the west side.

Two spaces which shall be posted and clearly marked as handicap parking, located on the Clark Street side, at or near the handicap ramp, which is located at the northwest corner of the Community Center building.

Two spaces which shall be posted and clearly marked as handicap parking, located on the Myrtle Street side, at or near the rear of the Community Center building on the southeast corner.

Two spaces which shall be posted and clearly marked as ten-minute limited parking from 6:00 a.m. to 6:30 p.m., Monday through Friday, for YMCA Daycare, one located on left side of the main entrance to the Daycare 10 feet from the concrete curb and one located on right side of the main entrance to the Daycare.

~~Downtown Parking Lot, also known as the Yellow Lot, refers to the City public parking lot located at 17—21 Franklin Street and further described as Map 38, Lots 389 and 390.~~

~~The lot shall be reserved for hourly permit-only parking with the first two hours for any vehicle of any calendar day at no charge.~~

~~Two spaces which shall be posted and clearly marked as handicap parking.~~

~~Federal Street Parking Lot, also known as the Green Lot, is located on the corner of Franklin Street and Federal Street behind 25—27 Washington Street, and is exclusive of a strip of land located between 5—13 Washington Street and 25—27 Washington Street, and further described as Map 38, Lot 353-1.~~

~~The lot shall be reserved for long-term permit-only parking available for monthly (Monday through Friday) permits, monthly (24/7) permits, monthly (nights and weekend) permits, with the remainder available for short-term parking on a rolling basis, except that eight spaces located adjacent to 5 Washington Street and further described as Map 38, Lot 352, shall be available as dedicated parking spaces.~~

~~Foss Street Parking Lot, also known as the Purple Lot, refers to the City public parking lot located at the formerly known street address numbers 5, 7, and 15 to 21 Foss Street, and as further described on City Tax Map 39, Lots 80 and 84.~~

~~The lot shall be designated for long-term and short-term permit-only parking. Long-term parking shall include availability for monthly (Monday through Friday) permits, monthly (24/7) permits, and monthly (nights and weekend) permits. The remaining spaces shall be available for short-term parking on a rolling basis, with the first two hours for any vehicle of any calendar day at no charge. [Amended 10-8-2019 by Ord. No. DC2019.14]~~

~~No vehicle shall remain parked in this parking lot longer than 24 consecutive hours without a valid permit.~~

~~Franklin Street Parking Lot, also known as the Green Lot, refers to the City public parking lot located in the area of Franklin Street, Washington Street and parallel to Jefferson Street, and further described as Map 38, Lots 354, 355 and 360.~~

~~[Amended 8-27-2019 by Ord. No. DC2019.10]~~

~~The lot shall be designated as permit-only parking available for monthly (Monday through Friday) permits, monthly (24/7) permits and the remainder available for short-term and monthly (nights and weekend) permits, with the remainder available for short-term parking on a rolling basis, except that the last six spaces beginning at a point approximately 20 feet south-southwesterly from the intersection of the north corner of 42 Franklin Street, and further described as Map 38, Lot 364, and extending approximately 141 feet southerly shall be available as two-hour parking with the remaining spaces available as thirty-minute parking spaces.~~

~~Ten spaces shall be posted and clearly marked as reserved for use by courthouse employees on scheduled court days, Monday through Friday from 7:00 a.m. to 5:00 p.m.~~

~~No vehicle shall remain parked in this parking lot longer than 24 consecutive hours without a~~

~~valid permit.~~

~~Gas House Parking Lot, also known as the Maroon Lot, is a City public parking lot that is located on Water Street and is situated between Mechanic's Park and the Waste Water Treatment Facility, and further described as Map 41, Lot 16.~~

~~The lot shall be designated as permit-only parking available for monthly (Monday through Friday) permits, monthly (24/7) permits, monthly (nights and weekend) permits, with the remainder available for short-term parking on a rolling basis. One space shall be posted and clearly marked as reserved for disability parking.~~

~~No vehicle shall remain parked in this parking lot longer than 24 consecutive hours without a valid permit.~~

Lincoln Street Parking Lot, a parcel of land, located at the northeast section of the intersection with Pearl Street, and further described as the former Maine Energy Executive Parking Lot at 3-11 Lincoln Street, having the dimensions of 74 feet ± in width (measured west to east) and 180 feet ± in length (measured south to north) [Added 11-21-2019 by Ord. No. DC2019.16]

~~Washington Street Parking Lot, also known as the Red Lot, refers to the City public parking lot located at 75 Washington Street and is more specifically identified as Map 38, Lot 312.~~

~~The lot shall be designated as permit-only parking available for monthly (Monday through Friday) permits, monthly (24/7) permits, monthly (nights and weekend) permits, with the remainder available for short-term parking on a rolling basis.~~

~~No vehicle shall remain parked in this parking lot longer than 24 consecutive hours without a valid permit.~~

~~Wastewater Treatment Facility Parking Lot, also known as the Brown Lot, refers to the City public parking lot located at the intersection of Water Street and Pike Street, and is more specifically identified as Map 41, Lot 1.~~

~~The lot shall be designated as permit-only parking available for monthly (Monday through Friday) permits, monthly (24/7) permits, monthly (nights and weekend) permits, with the remainder available for short-term parking on a rolling basis.~~

~~No vehicle shall remain parked in this parking lot longer than 24 consecutive hours without a valid permit.~~

~~Parking spaces marked and dedicated to short-term parking of 30 minutes or less shall be so marked and shall not require a permit within the designated permit-only parking lots.~~

~~For permit-only lots, a permit may be obtained through self-service kiosks, a mobile app when available or through the City Clerk's office. The form of permit to be displayed shall be the license plate referenced on the valid vehicle registration, appropriately recorded during the permitting process, and properly attached to the vehicle.~~

Motion by Councilor McCurry, seconded by Councilor Belanger to grant the first reading of the ordinance amendment.

Vote: Unanimous.

2021.47 **IN BOARD OF CITY COUNCIL..JUNE 1, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the award of the Expansion of Dispatch Console Positions Project at the Biddeford Police Department to *Watson Consoles* in an amount not to exceed **\$21,282.20**, with funds to come from the Unassigned Fund Balance.

NOTE: The Finance Committee will consider this item at their June 1, 2021 meeting and send their recommendation to the City Council.

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

Vote: 8/1; Councilor Ready opposed.

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

Motion carries.

Committee-of-the-Whole: Discussion of Parking Space Easement for Access to Mobile Food Court at 64 Alfred Street

Motion by Councilor McCurry, seconded by Councilor Lessard to move into Committee-of-the-Whole.

Vote: Unanimous.

Time: 6:12 p.m.

Planning & Development Director Mathew Eddy presented the item. A proposal has been submitted by Developer Steven Liautaud for the vacant property on the corner of Alfred and Pool Streets. As part of the proposal, Mr. Liautaud is requesting the easement of two parking spaces that are currently marked 2-hour spaces on the Franklin Street extension that runs between Louis Pizza and Pool/Jefferson Street.

City Manager Jim Bennett explained that the Council will want to keep in mind the bigger policy that needs to be addressed, and that is the eventual increase of food trucks coming into the City.

Mat Eddy noted that in this particular case, allowing this type of business (a food court) on this private property is not the issue; the issue is access to the property from public property.

Some Councilors expressed concern with taking away parking spaces in the downtown area and the fact that other businesses also rely on those parking spaces.

Councilor Emhiser suggested sending this issue to the Downtown Development Commission to begin discussion and to come up with viable suggestions. From there, necessary ordinance amendments would be forwarded on to be considered by the Policy Committee.

Generally speaking, the Councilors feel that taking two spots so that trucks can park and leave is not really an issue. Some Councilors are concerned about where the employees will park, and in that, possibly take up parking spaces throughout the day.

Councilor Lessard suggested going along with the submitted proposal on a temporary basis to see how it goes. Also, there needs to be a review of the financial impact of mobile vendors vs brick and mortar businesses. He feels that review should be done by one committee, and not bounced around to a couple of different committees in order to streamline the process.

Councilor Belanger disagreed with the temporary idea, and feels that it would be unfair for a business to pay to set up and do what needs to be done only on a temporary basis. He agreed with Councilor Emhiser that the DDC should start the review process and then forward suggestions on to the Policy Committee for any necessary ordinance changes.

Jim noted, and Councilor Lessard agreed that this issue has to be looked at as the whole City and not just in the downtown area. It is inevitable that the City will see more and more food trucks coming into the City and they will be locating all over the City.

Councilor Belanger suggested that Council move forward with the Steve Liautaud project and grant permission conditionally to what will come forward as ordinances in the future. The understanding is that this particular project would not be grandfathered, but would be expected to comply with future ordinances.

Mayor Casavant suggested having the DDC and Policy Committee work at the same time so as to not drag out the process unnecessarily. This was generally agreed to by the rest of the Council.

Motion by Councilor McCurry, seconded by Councilor Lessard to move out of Committee-of-the-Whole.

Vote: Unanimous

Time: 6:44 p.m.

Committee-of-the-Whole: Discussion on Use of American Rescue Plan Funds

Motion by Councilor McCurry, seconded by Councilor Lessard to move into Committee-of-the-Whole.

Vote: Unanimous.

Time: 6:44 p.m.

City Manager Jim Bennett presented the item, for which he had submitted a Memo outlining suggested uses for the ARP Funds.

Mayor Casavant would like to see this be a community discussion, and that the decision on how to expend the funds not all rest on the Council.

Councilor Lessard cautioned about allocating funds where it would not be sustainable. He suggested allocating most of the funds towards CSO projects. Councilor McCurry agreed.

Mayor Casavant is concerned that there are just not enough contractors out there who can do the work, and the money needs to be spent by December 2024. There is a good chance that all the funds could not be all realistically spent on CSO projects.

Councilor Ortiz looks at this as an opportunity to assist businesses who have taken a hit over the past year due to the pandemic, and possibly being able to give those businesses the boost they need to stay viable. She would like the City to do their due diligence and look into who those businesses are, what those businesses need and the best way to help the community.

Councilor Belanger agreed with Councilors Lessard and McCurry to fund CSO projects; and that a significant amount of the funds should be used for that. He noted that there are vague guidelines on helping businesses and we need to look at ways to assist those who have been hit the hardest during the pandemic. Jim Bennett suggested looking into sustainable programs to invest in that would assist the neediest in our community.

Councilor Belanger suggested creating a revolving loan fund for businesses, if this is something that would be acceptable under the ARP guidelines.

Councilor Ready agreed with Mayor Casavant that other needs within the community, besides the CSO projects, need to be looked at. The City will need to reach out to the community to find out where the real needs are.

Councilor Clearwater thinks the CSO projects are a no-brainer. She also recognizes that the pandemic has left a bubble of need in the community and those issues could possibly be addressed. She wants to make sure there is an inclusive public discussion on this.

Councilor Lessard suggested that the City start going out to bid on the CSO projects in the near future and start getting commitments from contractors – especially since we will undoubtedly be competing with other communities who are having the same discussion.

Motion by Councilor McCurry, seconded by Councilor Lessard to move out of Committee-of-the-Whole.

Vote: Unanimous

Time: 7:16 p.m.

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

City Manager Report:

City Manager Jim Bennett confirmed that the intention is to have all the City committees/boards/commissions start meeting in-person and that Zoom will be available for those who are not comfortable meeting in public. He noted that it is possible that this hybrid model of having in-person meetings, while still offering the Zoom alternative could become permanent.

Other Business:

Councilor Ready: asked about where the City is on the Spectrum contract. Jim Bennett did not know, but will check with Chief Operating Officer Brian Phinney and report back.

Councilor Ready asked if the walkway from the parking garage to the downtown has been started; and Jim answered that construction has not yet begun due to the wait on permits.

Council President Addressing the Council: Councilor McCurry expressed how pleased he is to be meeting in-person again. He then wished out-going Councilor, Robert Quattrone, Jr. the very best and thanked him for his years of service to the City.

Mayor Addressing the Council: Mayor Casavant thanked the AMVETS and Heart of Biddeford for organizing the Memorial Day event. He echoed Councilor McCurry's sentiment about being pleased to be meeting in-person.

Executive Session:

- **1 MRSA 405(6)(C)...Real Estate Issue**
- **1 MRSA 405(6)(A)...Personnel Matter**

Motion by Councilor McCurry, seconded by Councilor Lessard to move into Executive Session.
Vote: Unanimous. Time: 7:32 p.m.

Motion by Councilor McCurry, seconded by Councilor Belanger to move out of Executive Session.
Vote: Unanimous. Time: 9:30 p.m.

Motion by Councilor McCurry, seconded by Councilor Belanger to adjourn.
Vote: Unanimous. Time: 9:30 p.m.

Attest by: _____
Carmen J. Morris, City Clerk

SPECIAL COUNCIL MEETING

JUNE 7, 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, Marc Lessard

Doris Ortiz was excused.

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

There were no adjustments to the agenda.

Public Hearing: FY22 Proposed City Government Budget

The Chair opened the Public Hearing at 6:01 p.m.

A few citizens addressed their comments to the Council.

The Public Hearing was closed at 6:09 p.m.

Orders of the Day:

2021.48

IN BOARD OF CITY COUNCIL...JUNE 7, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the raising of a Pride Flag on the City Hall flagpole for the month of June in honor of LBGTQ+ Pride Month.

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

Motion by Councilor Lessard, seconded by Councilor McCurry to table the order until the City Solicitor has had a chance to advise.

Motion was withdrawn.

Motion by Councilor Lessard, seconded by Councilor McCurry to amend the order that one day be picked on which to fly the flag.

Vote: 3/4; Councilors Lessard, McCurry and Emhiser in favor.

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

Motion to amend fails.

Motion by Councilor Lessard, seconded by Councilor McCurry to table the order until the City Solicitor has had a chance to advise.

Vote: 4/3; Councilors Lessard, McCurry, Emhiser and St. Cyr in favor.

Councilors Clearwater, Belanger and Ready opposed.

Motion carries.

FIRST READING OF CITY GOVERNMENT BUDGET FOR FY22

2021

IN BOARD OF CITY COUNCIL...JUNE 7, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$35,933,366** for the CITY GENERAL FUND budget excluding Schools, Adult Education, TIF Funding and County Tax for the fiscal year commencing on July 1, 2021 and ending June 30, 2022, broken down as follows:

GENERAL GOVERNMENT	\$11,718,167
PUBLIC SAFETY	\$10,548,871
PUBLIC WORKS	\$ 4,998,016

PUBLIC SERVICES	\$2,696,282
DEBT SERVICE	\$ 3,422,031
CAPITAL OUTLAYS	\$ 1,750,000
CONTINGENCY	\$ 800,000
TOTAL	\$35,933,366

Motion by Councilor Ready, seconded by Councilor Belanger to grant the first reading of the order.

Motion by Councilor St. Cyr, seconded by Councilor McCurry to amend by taking half of the \$602,500 for suggested Capital, Reserves in order to reduce the FY22 tax rate.
Motion was withdrawn.

Motion by Councilor St. Cyr, seconded by Councilor McCurry to amend by reducing Capital Outlays to \$1.5 million in the FY22 budget.
Vote: 2/5; Councilors St. Cyr and McCurry in favor.
Councilors Emhiser, Clearwater, Belanger, Ready and Lessard opposed.
Motion fails.

Motion by Councilor St. Cyr, seconded by Councilor McCurry to reduce the Contingency to \$500,000 in the FY22 budget.
Vote: 3/4; Councilors Lessard, St. Cyr and McCurry in favor.
Councilors Emhiser, Clearwater, Belanger and Ready opposed.
Motion fails.

Vote on first reading of order: 4/3; Councilors Lessard, St. Cyr and McCurry opposed.
Councilors Emhiser, Clearwater, Belanger and Ready in favor.
Motion carries.

2021 **IN BOARD OF CITY COUNCIL...JUNE 7, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby adopt the following estimated revenues and appropriations from fund balance in support of the general fund budget for the fiscal year commencing July 1, 2021 and ending June 30, 2022:

City Estimated Revenues:

Other Non-Property Tax Revenue:	\$ 8,897,370
State Revenue Sharing:	\$ 3,125,000
Homestead:	\$ 1,140,582
BETE:	\$ 397,232
Appropriations from Operational Surplus, City:	\$ 300,000
TOTAL ESTIMATED REVENUES AND APPROPRIATIONS:	\$ 13,860,184

Motion by Councilor McCurry, seconded by Councilor Emhiser to grant the first reading of the order.

Motion by Councilor St. Cyr, seconded by Councilor McCurry to amend the order by increasing the Use of Prior Year Surplus by \$250,000.
Vote: 3/4; Councilors St. Cyr, Lessard and McCurry in favor.
Councilors Emhiser, Clearwater, Belanger and Ready opposed.
Motion fails.

Vote on first reading of order: 4/3; Councilors Lessard, McCurry and St. Cyr opposed.
Councilors Emhiser, Clearwater, Belanger and Ready in favor.
Motion carries.

2021 **IN BOARD OF CITY COUNCIL...JUNE 7, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$252,119** for the Biddeford Airport comprised of \$252,119 for the AIRPORT OPERATIONS FUND and \$0 in reimbursable grant expenses for the AIRPORT REIMBURSABLE IMPROVEMENT FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022, and

BE IT FURTHER ORDERED, that estimated revenues to the Biddeford Airport Fund in the sum of **\$212,131** comprised of \$212,131 for the AIRPORT OPERATIONS FUND and \$0 for the AIRPORT REIMBURSABLE IMPROVEMENT FUND be hereby adopted in support of the Biddeford Airport appropriation.

Motion by Councilor McCurry, seconded by Councilor Belanger to grant the first reading of the order.
Vote: 5/2; Councilors Lessard and St. Cyr opposed.
Councilors Emhiser, McCurry, Clearwater, Belanger and Ready in favor.
Motion carries.

2021 **IN BOARD OF CITY COUNCIL...JUNE 7, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$57,360** for the MOORING FEES FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022 and

BE IT FURTHER ORDERED, that the sum of **\$41,000** in estimated revenues to the Mooring Fees Fund be hereby adopted in support of the Mooring Fees Fund appropriation.

Motion by Councilor McCurry, seconded by Councilor Ready to grant the first reading of the order.
Vote: 4/3; Councilors St. Cyr, McCurry and Lessard opposed.
Councilors Emhiser, Clearwater, Belanger and Ready in favor.
Motion carries.

2021 **IN BOARD OF CITY COUNCIL...JUNE 7, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$171,779** for the POOL BEACH PERMITS FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022, and

BE IT FURTHER ORDERED, that the sum of **\$121,000** in estimated revenues to the Pool Beach Permits Fund be hereby adopted in support of the Pool Beach Permits Fund appropriation.

Motion by Councilor McCurry, seconded by Councilor Ready to grant the first reading of the order.
Vote: 6/1; Councilor St. Cyr opposed.
Councilors Emhiser, McCurry, Clearwater, Belanger, Ready and Lessard in favor.
Motion carries.

2021 **IN BOARD OF CITY COUNCIL.. JUNE 7, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$793,229** for the RECREATION PROGRAMS FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022, and

BE IT FURTHER ORDERED, that the sum of **\$802,847** in estimated revenues to the Recreation Programs Fund be hereby adopted in support of the Recreation Programs Fund appropriation.

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

2021 **IN BOARD OF CITY COUNCIL...JUNE 7, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of \$1,671,726 for the AMBULANCE FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022 and

BE IT FURTHER ORDERED, that the sum of \$1,425,000 in estimated revenues to the Ambulance Fund be hereby adopted in support of the Ambulance Fund appropriation.

Motion by Councilor Ready, seconded by Councilor Belanger to grant the first reading of the order.
Vote: Unanimous.

2021 **IN BOARD OF CITY COUNCIL..JUNE 7, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of \$790,995 for the CDBG PROGRAM FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022 and

BE IT FURTHER ORDERED, that the sum of \$790,995 in estimated revenues to the CDBG PROGRAM FUND be hereby adopted in support of the People Recover Program appropriation.

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

2021 **IN BOARD OF CITY COUNCIL....JUNE 7, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of \$1,177,463 for the LEAD PROGRAM FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022 and

BE IT FURTHER ORDERED, that the sum of \$1,177,463 in estimated revenues to the LEAD PROGRAM FUND be hereby adopted in support of the People Recover Program appropriation.

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

2021 **IN BOARD OF CITY COUNCIL...JUNE 7, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of \$270,767 for the MDEA FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022 and

BE IT FURTHER ORDERED, that the sum of \$266,431 in estimated revenues to the MDEA FUND be hereby adopted in support of the MDEA FUND appropriation.

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

2021 **IN BOARD OF CITY COUNCIL...JUNE 7, 2021**
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of \$5,564,023 for the SEWER OPERATIONS FUND for fiscal year commencing July 1, 2021 and ending June 30, 2022, and detailed as follows:

Sewer Operations:	\$3,359,447
Industrial Pretreatment:	\$ 40,925
Maintenance:	\$ 1,017,271
Depreciation:	<u>\$1,146,380</u>
Total	\$5,564,023

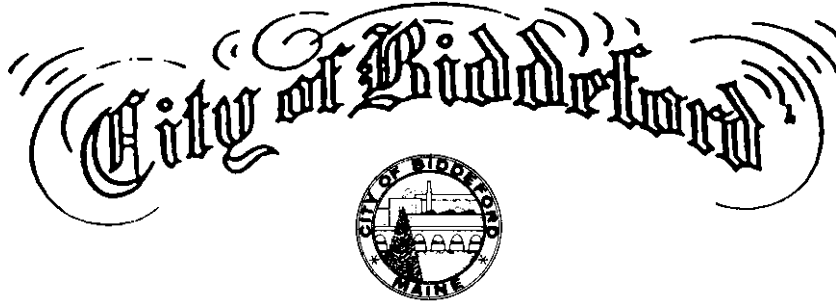
BE IT FURTHER ORDERED, that the sum of \$4,289,549 in estimated revenues to the Biddeford Sewer Operations Fund be hereby adopted in support of the Sewer Operation Fund appropriation.

Sewer User Fees	\$3,532,749
Other Revenue	\$ 156,800
Transfer from General Fund	<u>\$ 600,000</u>
Total	\$4,289,549

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

Motion by Councilor Ready, seconded by Councilor McCurry to adjourn.
Vote: Unanimous. Time: 7:56 p.m.

Attest by: _____
Carmen J. Morris, City Clerk



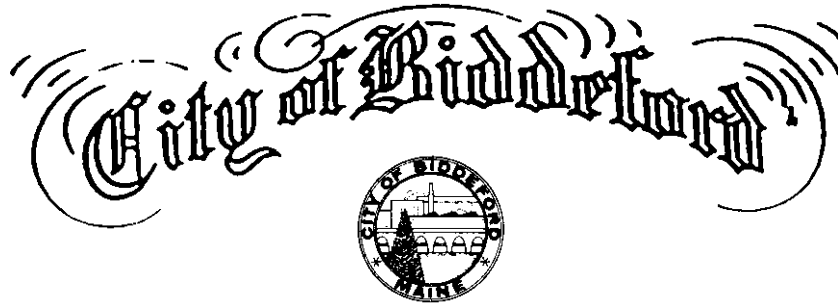
IN BOARD OF CITY COUNCIL...JUNE 15, 2021

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.



2021.46

IN BOARD OF CITY COUNCIL...JUNE 1, 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 42-59 Snow Emergency Parking Ban; Section 42-62 Identification and use of Municipal Parking Lots**, be amended by adding or deleting to read as follows, and to be effective on July 1, 2021:

Sec. 42-59 Snow emergency parking ban.

The following provisions shall apply during snow emergencies as declared by the Director of Public Works:

(1) When the Director of Public Works deems it necessary to allow for the safe and efficient removal of snow and ice from the public ways within the City, the Director may declare that a snow emergency exists. The Director of Public Works will announce the snow emergency by notifying the local radio and television media, and request that they make periodic announcements of the parking ban. The Director will state in his notice that during the hours of the emergency, parking of motor vehicles is prohibited on any way or municipal parking lot within the jurisdiction of the City, except that the municipal parking lots at the Community Center (Myrtle Street side only), Clifford Park East Biddeford Little League parking lot (on Hill Street), Public Access parking lot (on Pool Street) and Sullivan Street parking lot are open for parking during the period of the emergency at no fee, ~~and the Foss Street Parking Lot, Washington Street Parking Lot, Gas House Parking Lot, and the Water Street Parking Lot are open for parking during the period of the emergency on a pay-per-use permit only basis.~~

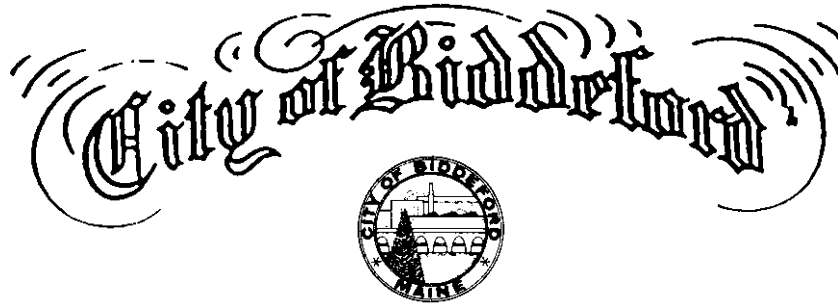
[Amended 12-18-2018 by Ord. No. 2018.149]

~~**(2)** For permit only lots, a permit may be obtained through self-service kiosks, mobile app when available or through the City Clerk's office. The form of permit to be displayed shall be the license plate referenced on the valid vehicle registration, appropriately recorded during the permitting process, and properly attached to the vehicle. Municipal parking permit holders must comply with all snow emergency parking ban notices and instructions regardless of the nature of the parking permit.~~

[Amended 12-18-2018 by Ord. No. 2018.149]

~~**(3)**~~ **(2)** A vehicle parked in violation of the declared snow emergency shall be towed at the owner's expense.

~~**(4)**~~ **(3)** Vehicles parked in the Foss Street and Washington Street, Clifford Park, Community Center, Gas House and Water Street municipal parking lots as authorized by this section must be removed prior to 7:00 a.m. on the day of the end of the snow



emergency, and these municipal parking lots may not be used until they have been cleared of snow.

Sec. 42-62 Identification and use of municipal parking lots.

The following is a list of the municipal parking lots along with a description of their location and authorized use. For the purposes of this chapter, all municipal parking lots are considered as public ways as defined in M.R.S.A. § 29-A. No vehicle shall remain parked in a municipal public parking lot for more than 48 consecutive hours. A vehicle parked in violation of this section may be towed at the owner's expense.

~~Alfred Street Parking Lot, also known as the Blue Lot, refers to the City municipal parking lot that is adjacent to the 39 Alfred Street Police Station, and is bordered by Alfred Street, Foss Street, and the property line at 1 Pool Street and further described as Map 38, Lot 404.~~

~~[Amended 10-8-2019 by Ord. No. DC2019.14]~~

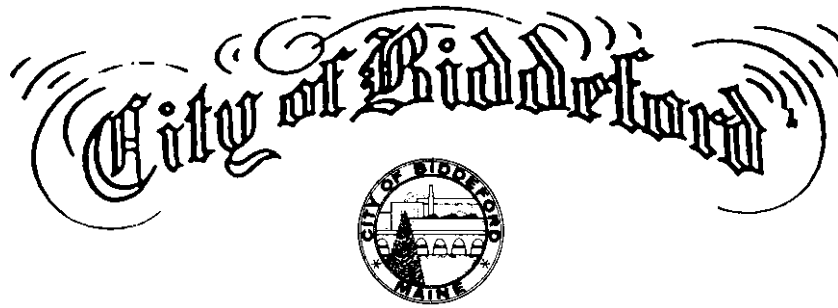
~~Row 1, which is adjacent to, and is parallel to, the police station, is reserved for police parking only. The first two spaces in Row 1 are reserved for, and shall be posted and clearly marked as, handicap parking.~~

~~The first two spaces in Row 2 are reserved for thirty minute police business.~~

~~A portion of Rows 2, 3 and 4 shall be reserved for permit parking available for monthly (Monday through Friday) permits, monthly (24/7) permits and monthly (nights and weekend) permits. The remaining spaces shall be available for short term parking on a rolling basis, with the first two hours for any vehicle of any calendar day at no charge.~~

City Hall Parking Lot shall be designated as the ways and parking spaces bordered by City Hall from Adams Street thence southerly along City Hall, thence westerly along the rear of City Hall and City Theater, thence westerly along properties identified as Map 38, Lots 134 and 134-1, thence easterly along property identified as Map 38, Lot 194, thence easterly along South Street to the Civil War Memorial traffic island, thence easterly on the northerly edge of the Civil War Memorial traffic island, thence northerly on the westerly edge of the Civil War Memorial traffic island, thence northerly along Adams Street to City Hall.

- (1) No vehicle shall be parked in the area designated as the City Hall parking lot between the hours of 8:00 a.m. and 5:00 p.m., unless such vehicle displays an official parking pass issued by the City Clerk, and displayed in a manner determined by the Clerk.
- (2) The City Clerk may issue official parking passes to municipal officials and employees.



- (3) Two spaces shall be posted and clearly marked and reserved for disability parking. One of the spaces shall be van accessible.
- (4) The area of the City Hall parking lot that is immediately adjacent to the Civil War Memorial, and is bordered by South Street, shall have one space marked and reserved for the City Clerk; one space marked and reserved for the City Manager; one space marked and reserved for the Mayor; with the remaining parking spaces reserved for use by municipal vehicles only between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
- (5) The area of the City Hall parking lot that is immediately adjacent to the City Hall building, and that is bordered by Adams Street, shall be designated and marked as follows: two spaces reserved for use by municipal vehicles only between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, with the remaining spaces as one-hour parking for use by the general public to conduct business at City Hall.
- (6) The three parking stalls in the area of the City Hall parking lot that is closest to the rear entrance to City Hall building, and to City Theater, shall be limited to one-hour parking and reserved for City business only between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Clifford Park Parking Lot is a City public parking lot that is located on Pool Street and is further identified as Map 39, Lot 334, with a physical address of 130 Pool Street.

One space shall be posted and clearly marked as reserved for disability parking.

No vehicle shall remain parked in this parking lot longer than 24 consecutive hours.

Community Center Parking Lots refers to the City public parking lots at the J. Richard Martin Community Center, located at 189 Alfred Street as identified on Map 34, Lot 228, and further described as the parking lot which is adjacent and parallel to the Community Center, and Myrtle Street on the east side; and the parking lot which is adjacent and parallel to the Community Center, and Clark Street on the west side.

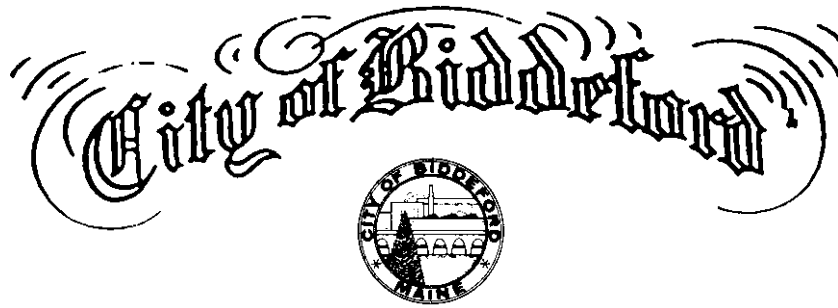
Two spaces which shall be posted and clearly marked as handicap parking, located on the Clark Street side, at or near the handicap ramp, which is located at the northwest corner of the Community Center building.

Two spaces which shall be posted and clearly marked as handicap parking, located on the Myrtle Street side, at or near the rear of the Community Center building on the southeast corner.

Two spaces which shall be posted and clearly marked as ten-minute limited parking from 6:00 a.m. to 6:30 p.m., Monday through Friday, for YMCA Daycare, one located on left side of the main entrance to the Daycare 10 feet from the concrete curb and one located on right side of the main entrance to the Daycare.

~~Downtown Parking Lot, also known as the Yellow Lot, refers to the City public parking lot located at 17—21 Franklin Street and further described as Map 38, Lots 389 and 390.~~

~~The lot shall be reserved for hourly permit-only parking with the first two hours for any vehicle of any calendar day at no charge.~~



Two spaces which shall be posted and clearly marked as handicap parking.

Federal Street Parking Lot, also known as the Green Lot, is located on the corner of Franklin Street and Federal Street behind 25–27 Washington Street, and is exclusive of a strip of land located between 5–13 Washington Street and 25–27 Washington Street, and further described as Map 38, Lot 353-1.

The lot shall be reserved for long term permit only parking available for monthly (Monday through Friday) permits, monthly (24/7) permits, monthly (nights and weekend) permits, with the remainder available for short term parking on a rolling basis, except that eight spaces located adjacent to 5 Washington Street and further described as Map 38, Lot 352, shall be available as dedicated parking spaces.

Foss Street Parking Lot, also known as the Purple Lot, refers to the City public parking lot located at the formerly known street address numbers 5, 7, and 15 to 21 Foss Street, and as further described on City Tax Map 39, Lots 80 and 84.

The lot shall be designated for long term and short term permit only parking. Long term parking shall include availability for monthly (Monday through Friday) permits, monthly (24/7) permits, and monthly (nights and weekend) permits. The remaining spaces shall be available for short term parking on a rolling basis, with the first two hours for any vehicle of any calendar day at no charge. [Amended 10-8-2019 by Ord. No. DC2019.14]

No vehicle shall remain parked in this parking lot longer than 24 consecutive hours without a valid permit.

Franklin Street Parking Lot, also known as the Green Lot, refers to the City public parking lot located in the area of Franklin Street, Washington Street and parallel to Jefferson Street, and further described as Map 38, Lots 354, 355 and 360.

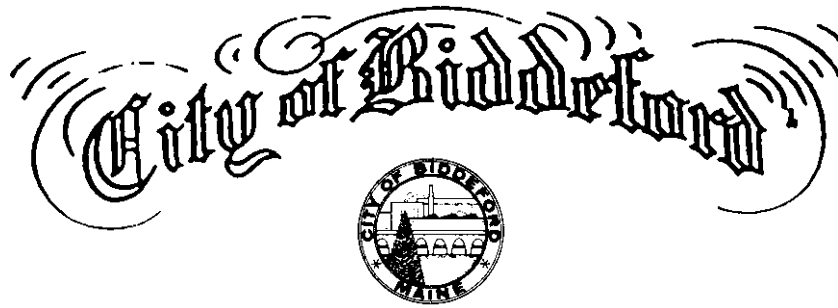
[Amended 8-27-2019 by Ord. No. DC2019.10]

The lot shall be designated as permit only parking available for monthly (Monday through Friday) permits, monthly (24/7) permits and the remainder available for short term and monthly (nights and weekend) permits, with the remainder available for short term parking on a rolling basis, except that the last six spaces beginning at a point approximately 20 feet south-southwesterly from the intersection of the north corner of 42 Franklin Street, and further described as Map 38, Lot 364, and extending approximately 141 feet southerly shall be available as two-hour parking with the remaining spaces available as thirty-minute parking spaces.

Ten spaces shall be posted and clearly marked as reserved for use by courthouse employees on scheduled court days, Monday through Friday from 7:00 a.m. to 5:00 p.m.

No vehicle shall remain parked in this parking lot longer than 24 consecutive hours without a valid permit.

Gas House Parking Lot, also known as the Maroon Lot, is a City public parking lot that is located on Water



~~Street and is situated between Mechanic's Park and the Waste Water Treatment Facility, and further described as Map 41, Lot 16.~~

~~The lot shall be designated as permit only parking available for monthly (Monday through Friday) permits, monthly (24/7) permits, monthly (nights and weekend) permits, with the remainder available for short term parking on a rolling basis. One space shall be posted and clearly marked as reserved for disability parking.~~

~~No vehicle shall remain parked in this parking lot longer than 24 consecutive hours without a valid permit.~~

Lincoln Street Parking Lot, a parcel of land, located at the northeast section of the intersection with Pearl Street, and further described as the former Maine Energy Executive Parking Lot at 3-11 Lincoln Street, having the dimensions of 74 feet $\pm$ in width (measured west to east) and 180 feet $\pm$ in length (measured south to north) [Added 11-21-2019 by Ord. No. DC2019.16]

~~Washington Street Parking Lot, also known as the Red Lot, refers to the City public parking lot located at 75 Washington Street and is more specifically identified as Map 38, Lot 312.~~

~~The lot shall be designated as permit only parking available for monthly (Monday through Friday) permits, monthly (24/7) permits, monthly (nights and weekend) permits, with the remainder available for short term parking on a rolling basis.~~

~~No vehicle shall remain parked in this parking lot longer than 24 consecutive hours without a valid permit.~~

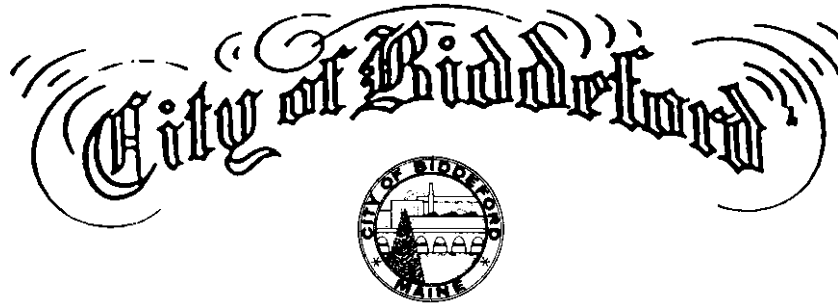
~~Wastewater Treatment Facility Parking Lot, also known as the Brown Lot, refers to the City public parking lot located at the intersection of Water Street and Pike Street, and is more specifically identified as Map 41, Lot 1.~~

~~The lot shall be designated as permit only parking available for monthly (Monday through Friday) permits, monthly (24/7) permits, monthly (nights and weekend) permits, with the remainder available for short term parking on a rolling basis.~~

~~No vehicle shall remain parked in this parking lot longer than 24 consecutive hours without a valid permit.~~

~~Parking spaces marked and dedicated to short term parking of 30 minutes or less shall be so marked and shall not require a permit within the designated permit only parking lots.~~

~~For permit only lots, a permit may be obtained through self-service kiosks, a mobile app when available or through the City Clerk's office. The form of permit to be displayed shall be the license plate referenced on the valid vehicle registration, appropriately recorded during the permitting process, and properly attached to the vehicle.~~



June 1, 2021

Motion by Councilor McCurry, seconded by Councilor Belanger to grant the first reading of the ordinance amendment.

Vote: Unanimous.



City Council

Meeting Date: June 1, 2021

Meeting Time: 6:00 p.m.

Agenda Item No: 6 a

Item Description: (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

Submitted by: Chief Roger P. Beaupre

Supporting Information/Documentation:

The list of items attached to Order is to delete existing language to coincide with the take-over of the Surface Parking Lots

Key Terms:

N/A

Executive Summary:

Control and management of the surface parking lots will be taken over by a Private Concern on July 1, 2021 as part of a signed agreement between the City and the Parking Garage management group. Therefore, existing parking ordinances that currently regulate enforcement and fees for using these lots must be deleted in order to avoid conflicting ordinance language

Detailed Review:

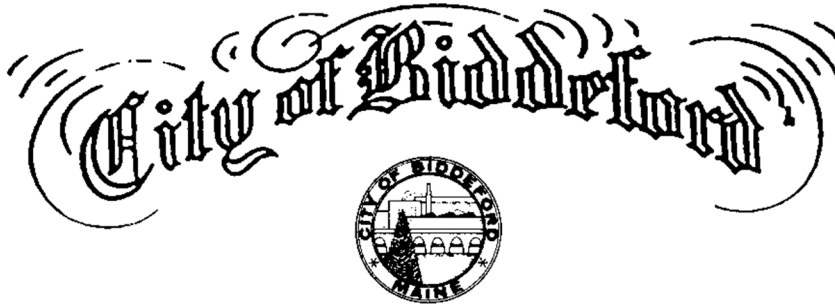
Included above

Funding Source:

N/A

Staff Recommendation:

Make recommended changes



2021

IN BOARD OF CITY COUNCIL...JUNE 7, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$35,933,366** for the CITY GENERAL FUND budget excluding Schools, Adult Education, TIF Funding and County Tax for the fiscal year commencing on July 1, 2021 and ending June 30, 2022, broken down as follows:

GENERAL GOVERNMENT	\$11,718,167
PUBLIC SAFETY	\$10,548,871
PUBLIC WORKS	\$ 4,998,016
PUBLIC SERVICES	\$2,696,282
DEBT SERVICE	\$ 3,422,031
CAPITAL OUTLAYS	\$ 1,750,000
CONTINGENCY	\$ 800,000
TOTAL	\$35,933,366

June 7, 2021

Motion by Councilor Ready, seconded by Councilor Belanger to grant the first reading of the order.

Motion by Councilor St. Cyr, seconded by Councilor McCurry to amend by taking half of the \$602,500 for suggested Capital, Reserves in order to reduce the FY22 tax rate.

Motion was withdrawn.

Motion by Councilor St. Cyr, seconded by Councilor McCurry to amend by reducing Capital Outlays to \$1.5 million in the FY22 budget.

Vote: 2/5; Councilors St. Cyr and McCurry in favor.

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

Motion fails.

Motion by Councilor St. Cyr, seconded by Councilor McCurry to reduce the Contingency to \$500,000 in the FY22 budget.

Vote: 3/4; Councilors Lessard, St. Cyr and McCurry in favor.

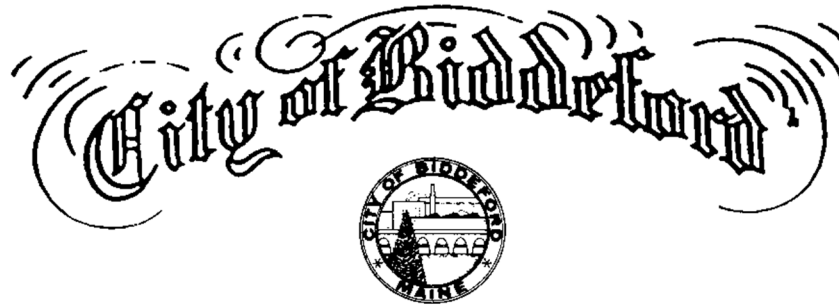
Councilors Emhiser, Clearwater, Belanger and Ready opposed.

Motion fails.

Vote on first reading of order: 4/3; Councilors Lessard, St. Cyr and McCurry opposed.

Councilors Emhiser, Clearwater, Belanger and Ready in favor.

Motion carries.



2021

IN BOARD OF CITY COUNCIL...JUNE 7, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby adopt the following estimated revenues and appropriations from fund balance in support of the general fund budget for the fiscal year commencing July 1, 2021 and ending June 30, 2022:

City Estimated Revenues:

Other Non-Property Tax Revenue:	\$ 8,897,370
State Revenue Sharing:	\$ 3,125,000
Homestead:	\$ 1,140,582
BETE:	\$ 397,232
Appropriations from Operational Surplus, City:	\$ 300,000
TOTAL ESTIMATED REVENUES AND APPROPRIATIONS:	\$ 13,860,184

June 7, 2021

Motion by Councilor McCurry, seconded by Councilor Emhiser to grant the first reading of the order.

Motion by Councilor St. Cyr, seconded by Councilor McCurry to amend the order by increasing the Use of Prior Year Surplus by \$250,000.

Vote: 3/4; Councilors St. Cyr, Lessard and McCurry in favor.

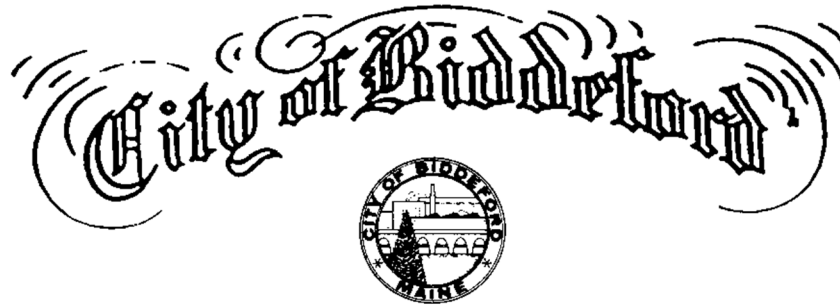
Councilors Emhiser, Clearwater, Belanger and Ready opposed.

Motion fails.

Vote on first reading of order: 4/3; Councilors Lessard, McCurry and St. Cyr opposed.

Councilors Emhiser, Clearwater, Belanger and Ready in favor.

Motion carries.



2021

IN BOARD OF CITY COUNCIL...JUNE 7, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum o, f **\$252,119** for the Biddeford Airport comprised of \$252,119 for the AIRPORT OPERATIONS FUND and \$0 in reimbursable grant expenses for the AIRPORT REIMBURSABLE IMPROVEMENT FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022, and

BE IT FURTHER ORDERED, that estimated revenues to the Biddeford Airport Fund in the sum of **\$212,131** comprised of \$212,131 for the AIPORT OPERTIONS FUND and \$0 for the AIRPORT REIMBURSABLE IMPROVEMENT FUND be hereby adopted in support of the Biddeford Airport appropriation.

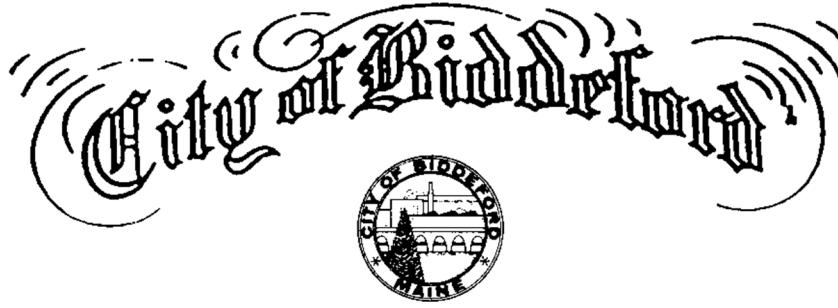
June 7, 2021

Motion by Councilor McCurry, seconded by Councilor Belanger to grant the first reading of the order.

Vote: 5/2; Councilors Lessard and St. Cyr opposed.

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

Motion carries.



2021

IN BOARD OF CITY COUNCIL...JUNE 7, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$57,360** for the MOORING FEES FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022 and

BE IT FURTHER ORDERED, that the sum of **\$41,000** in estimated revenues to the Mooring Fees Fund be hereby adopted in support of the Mooring Fees Fund appropriation.

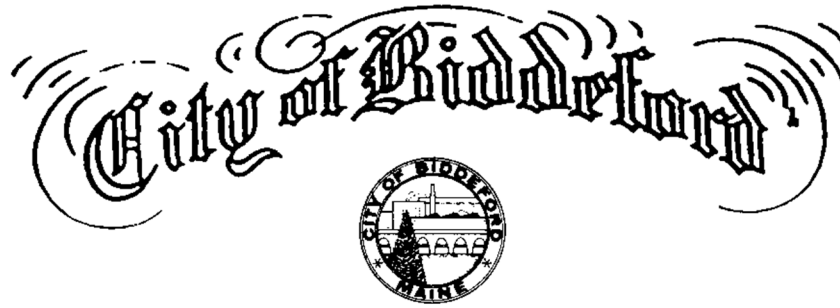
June 7, 2021

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

Vote: 4/3; Councilors St. Cyr, McCurry and Lessard opposed.

Councilors Emhiser, Clearwater, Belanger and Ready in favor.

Motion carries.



2021

IN BOARD OF CITY COUNCIL...JUNE 7, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$171,779** for the POOL BEACH PERMITS FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022, and

BE IT FURTHER ORDERED, that the sum of **\$121,000** in estimated revenues to the Pool Beach Permits Fund be hereby adopted in support of the Pool Beach Permits Fund appropriation.

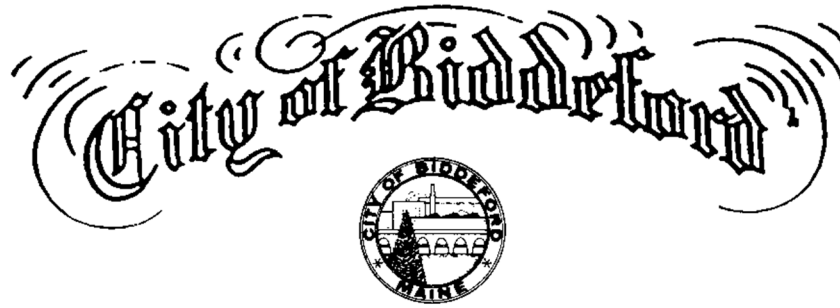
June 7, 2021

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

Vote: 6/1; Councilor St. Cyr opposed.

Councilors Emhiser, McCurry, Clearwater, Belanger, Ready and Lessard in favor.

Motion carries.



2021

IN BOARD OF CITY COUNCIL.. JUNE 7, 2021

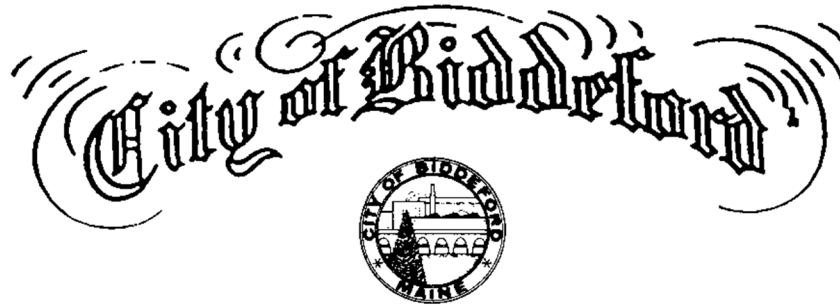
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$793,229** for the RECREATION PROGRAMS FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022, and

BE IT FURTHER ORDERED, that the sum of **\$802,847** in estimated revenues to the Recreation Programs Fund be hereby adopted in support of the Recreation Programs Fund appropriation.

June 7, 2021

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

Vote: Unanimous.



2021

IN BOARD OF CITY COUNCIL...JUNE 7, 2021

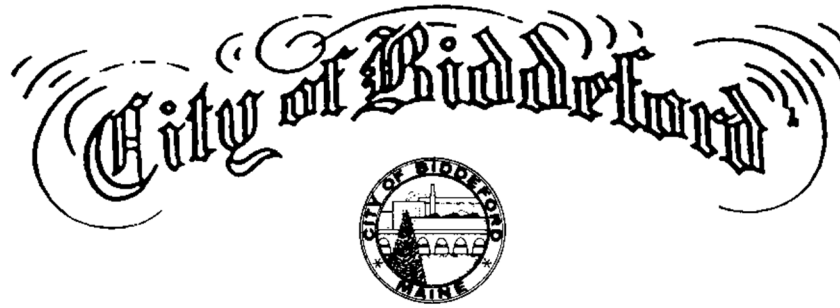
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$1,671,726** for the AMBULANCE FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022 and

BE IT FURTHER ORDERED, that the sum of **\$1,425,000** in estimated revenues to the Ambulance Fund be hereby adopted in support of the Ambulance Fund appropriation.

June 7, 2021

Motion by Councilor Ready, seconded by Councilor Belanger to grant the first reading of the order.

Vote: Unanimous.



2021

IN BOARD OF CITY COUNCIL...JUNE 7, 2021

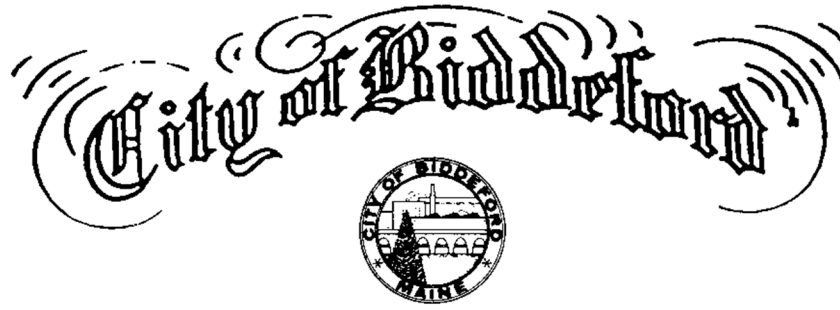
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$790,995** for the CDBG PROGRAM FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022 and

BE IT FURTHER ORDERED, that the sum of **\$790,995** in estimated revenues to the CDBG PROGRAM FUND be hereby adopted in support of the People Recover Program appropriation.

June 7, 2021

Motion by Councilor McCurry, seconded by Councilor Belanger to grant the first reading of the order.

Vote: Unanimous.



2021

IN BOARD OF CITY COUNCIL...JUNE 7, 2021

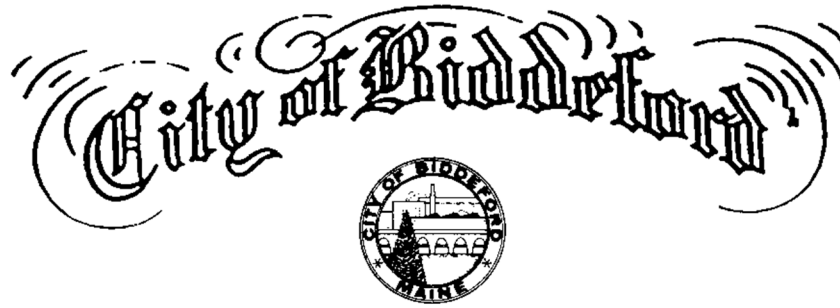
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$1,177,463** for the LEAD PROGRAM FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022 and

BE IT FURTHER ORDERED, that the sum of **\$1,177,463** in estimated revenues to the LEAD PROGRAM FUND be hereby adopted in support of the People Recover Program appropriation.

June 7, 2021

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

Vote: Unanimous.



2021

IN BOARD OF CITY COUNCIL...JUNE 7, 2021

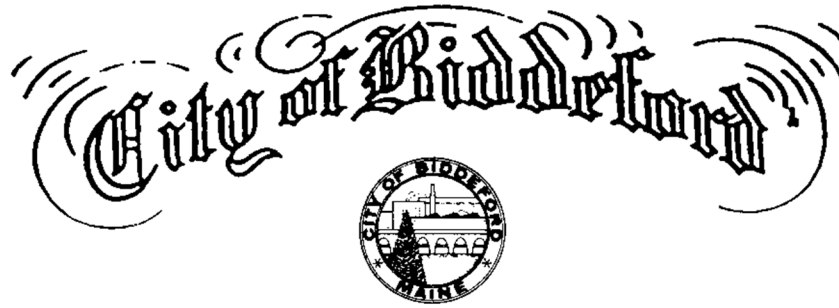
BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$270,767** for the MDEA FUND for the fiscal year commencing on July 1, 2021 and ending June 30, 2022 and

BE IT FURTHER ORDERED, that the sum of **\$266,431** in estimated revenues to the MDEA FUND be hereby adopted in support of the MDEA FUND appropriation.

June 7, 2021

Motion by Councilor McCurry, seconded by Councilor Belanger to grant the first reading of the order.

Vote: Unanimous.



2021

IN BOARD OF CITY COUNCIL...JUNE 7, 2021

BE IT ORDERED, that the City Council of the City of Biddeford does hereby appropriate the sum of **\$5,564,023** for the SEWER OPERATIONS FUND for fiscal year commencing July 1, 2021 and ending June 30, 2022, and detailed as follows:

Sewer Operations:	\$3,359,447
Industrial Pretreatment:	\$ 40,925
Maintenance:	\$ 1,017,271
Depreciation:	<u>\$1,146,380</u>
Total	<u>\$5,564,023</u>

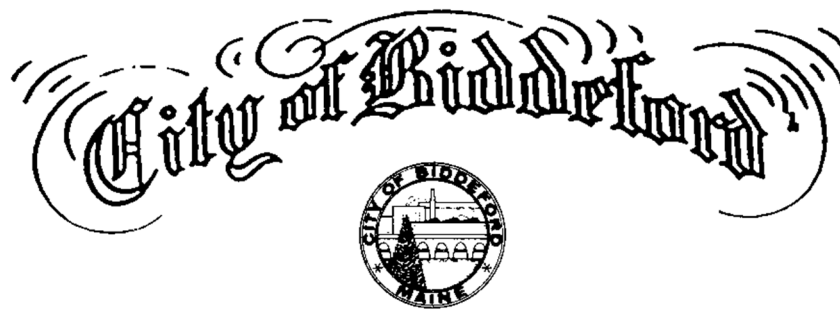
BE IT FURTHER ORDERED, that the sum of **\$4,289,549** in estimated revenues to the Biddeford Sewer Operations Fund be hereby adopted in support of the Sewer Operation Fund appropriation.

Sewer User Fees	\$3,532,749
Other Revenue	\$ 156,800
Transfer from General Fund	<u>\$ 600,000</u>
Total	<u>\$4,289,549</u>

June 7, 2021

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

Vote: Unanimous.



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.



Finance Committee/City Council

Meeting Date: 6/15/2021
Meeting Time: 5:00PM/6:00PM

Agenda Item No:
Item Description: Sewer/Catch basin Cleaning truck

Submitted by: Carl Marcotte

Supporting Information/Documentation:
Sourcewell Contract #122017-FSC-2

Executive Summary:
Approval to purchase Vactor sewer/catch basin cleaning truck

Detailed Review:

We are seeking approval to trade in a 2009 International Vactor, this is a very high wear unit that is used every day in the Spring, Summer, Fall and in emergency's in the winter months. If we don't replace this unit soon it will need a new debris body and the cost of that is almost half the price of a new unit. The price for the unit is \$466,420.00 and the trade is \$50,000.00 with the total cost of \$416,420.00

Funding Source:

This Sewer Cleaning truck was budgeted in the wastewater budget as a lease purchase in line 35104-60603, staff estimated the cost of this unit to be \$454,000.00. That said, this lease purchase will be funded from the American Rescue Plan Funds.

Staff Recommendation:

Staff is recommending the contract purchase from Sourcewell that meets all of our specification with trade in the amount of \$416,420.00.



Presents a Proposal Summary

of the



2100 Plus

Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy Duty Truck Chassis

for

Biddeford Public Works

371 Hill St

Biddeford, ME 04005

US

This proposal is pursuant to Vactor Manufacturing Contract # 122017-FSC-2 with "Sourcewell" in a contract purchase with The City of Biddeford, Maine, membership #1368

April 14, 202

**Tom Graham
Tel: 207-650-7567**

PRODUCT DESCRIPTION

- 2100i with Single Engine Dual Stage Fan, 10 Yard Debris Body, 1000 Gallons of Fresh Water

STANDARD FEATURES

- 24" x 26" x 69" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 48" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear

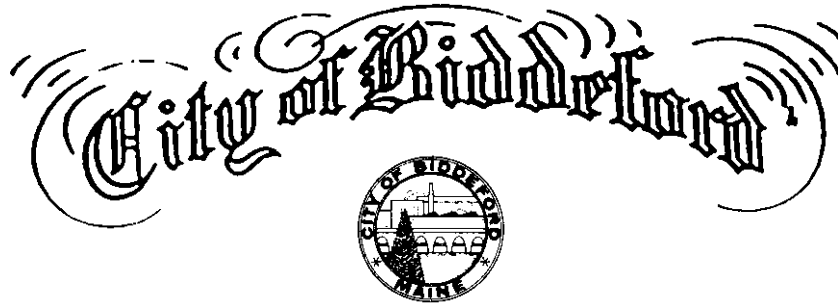
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 7" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Low Water Alarm with Water Pump Flow Indicator
- Front Joystick Boom Control
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Camera System, Rear Only
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge
- Chassis Modifications

ADDITIONAL FEATURES

- 180 Degree Rotation, 10 Ft. Telescoping Boom x 15 Ft. Hydraulic Extendable
- Heavy Duty RDB Hose
- RDB Washout Coupling
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 800' Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- 6" Knife Valve w/Cam-Loc, Rear Door, 3:00 Position
- 6" Knife Valve w/Cam-Loc, Rear Door, 6:00 Position
- Rear Door Valve Flushout
- Externally Mounted Trash Pump w/Screen
- Internal Body Screen with Pump Off Ports Only
- Centrifugal Separators
- Folding Pipe Rack, Curbside, 7" Pipe
- Folding Pipe Rack, Rear Door, 7" Pipe
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Continuous Water Tank Fill
- Air Purge
- Grate Lifting Hook, Installed on Boom
- Water Ring Assembly, At Debris Body Inlet
- Wireless Controls, including hose reel controls
- Rotatable Boom Inlet Hose, 10 x 15 RDB
- Anti Splash Valve
- Cold Weather Recirculator, PTO Driven, 25 GPM
- Handgun Couplers, Front and Rear

- Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
- Automatic Hose Level Wind Guide, Indexing
- Fan Flushout System
- Cyclone Washout System
- Hose Reel Manual Rewind
- High Pressured Hose Reel
- Rodder Pump Drain Valves
- Rear Directional Control, LED Split Arrowboard
- Hand Light w/Bumper Plug
- 6 Lighting Package, 6 Federal Signal Strobe Lights, LED
- Debris Body-Up Alarm
- Worklights (2), LED, 10 x 15 RDB
- Worklight, LED, Operators Station
- Worklight, LED, Hose Reel Manhole
- Worklight, LED, Curb Side
- Worklight, LED, Street Side
- Toolbox, Driver Side Chassis Frame, 60w x 24h x 24d
- (4) Long Handle Tool Storage Locations Behind Cab
- Safety Cone Storage Rack - Post Style
- Digital Water Level Indicator
- Digital Debris Body Level Indicator
- Vactor Supplied Chassis, Tandem Axle, 2022 Freightliner 114SD SFA 6x4, 435 HP, Auto, 66,000 GVWR, 2010 Emissions
- 1 Printed Full Vactor Manual
- Vactor Standard Manual and USB Version – 1
- Operators and mechanics training

Sourcewell Price FOB Biddeford, Me	\$466,420.00
Less your Vactor trade	<u>\$ 50,000.00</u>
Total	\$416,420.00



2021.50

IN BOARD OF CITY COUNCIL...JUNE 7, 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.



City Council

Meeting Date: Tuesday, June 15, 2021

Meeting Time: 6:00PM

Agenda Item No:

Item Description: CDBG Year 4 Action Plan

Submitted by: Abigail Smallwood, Community Development Coordinator

Supporting Information/Documentation:

See below and attached document. Highlighted text in the document is information that has been edited or added during the public comment period.

Key Terms:

- CDBG – Community Development Block Grant
- PY21 – Program Year 2021, which refers to the fiscal year from July 1, 2021 to June 30, 2022
- HUD – Department of Housing and Urban Development (source of CDBG funds)
- CAC – Citizens’ Advisory Committee
- LMI – low- to moderate-income, which is the threshold for eligibility for many programs, where household income is at or below 80% of area median income
- Annual Action Plan – Plan approved by City Council for the expenditure of CDBG funds. This memo will address the PY21 Action Plan.

Executive Summary:

The City of Biddeford has received \$439,734 for PY21, and there are also carryover funds from previous years. Full details of this breakdown can be found in the AP-15 section of the plan.

Note: The initial allocation had a calculation error, so the draft that was released for the public comment period and public hearing had incorrect information. That has been fixed in the version submitted and City Council’s vote to approve these funds will confirm the accurate amount.

Detailed Review:

The City of Biddeford receives entitlement CDBG funds each year to use on projects and programs that help low- to moderate-income (LMI) community members. Funds can be used on community and economic development, with a 15% cap on public service activities (e.g. support of social service agencies) and a 20% cap on administration of the programs. With these caps in mind, 15% of the budget (\$65,960) will go toward three agencies: Seeds of Hope, Apex Youth Connection, and Southern Maine Agency on Aging. Seeds of Hope funds

go toward their Winter Warming Center, which provides a warm overnight space for those experiencing homelessness, on nights below 20 degrees or with extreme weather conditions. Apex Youth Connection funds are for the Apex Community Hub at 46 Sullivan Street, which provides some direct services and activities to that 95%+ LMI neighborhood, as well as referral services. Southern Maine Agency on Aging operates Meals on Wheels and CDBG funds go toward Biddeford residents receiving meal deliveries and well visits.

The full 20% (\$87,946) will go toward admin.

The remainder of the funds will go toward the 2- to 4-unit housing rehab program that launched in the 2020-21 program year. This program will support the rehab of owner-occupied 2- to 4-unit buildings in the target area. There is a rehab specialist to assist with projects, applicants must meet income requirements, and property owners are required to maintain affordability on rehabbed units for 10 years.

This plan was discussed at two public hearings. There was an initial public hearing on Wednesday, March 17, 2021, where the general outline was described. The second public hearing took place on Thursday, June 3, giving the public an opportunity to comment on the full draft of the plan. A public comment period opened on May 14 and will close on June 14.

Funding Source:

HUD CDBG yearly entitlement funds of \$439,734.

Staff Recommendation:

Approval of PY21 Action Plan document.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

In the 2021 Action Plan, the City will continue its service delivery through Meals on Wheels, the Apex Community Hub (46 Sullivan Street) and Seeds of Hope, and focus the rest of its funding on the Owner Occupied 2-4 Unit Multi Family Housing Rehab Program. The program will be delivered through a simplified, direct approach using the Citizen Advisory Committee, the two hubs, Biddeford Ready, and a mixture of staff to deliver programs that target the needs of Biddeford's core area.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

There were staff changes over the 2020 program year, along with the added programs through CDBG-CV, which will continue into Program Year 2021 (PY21). To ensure smooth operation and monitoring of all CDBG programs, the city will continue to focus on a reduced number of community service options, as well as the Owner-Occupied 2/4-unit Housing Rehab program. The present market continues to force long-term Biddeford residents out of the community because of accessibility issues and affordability. The old housing stock in Biddeford requires important upgrades, and the 2/4-unit rehab program helps residents make those necessary upgrades while maintaining affordability for renters. The CDBG-CV program that will continue into PY21 provides assistance to community members experiencing challenges with substance abuse, mental and physical health concerns, or housing insecurity and homelessness. Social service agencies and the police department have seen increased need in these areas since the pandemic started.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views were accepted.

7. Summary

Those who provided comments were supportive of the approach to put the majority of funding into the 2/4-unit housing rehab program, which fills a vital need in the community, with the remainder assisting a reduced number of social service agencies.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		BIDDEFORD	
CDBG Administrator	BIDDEFORD	Department of Economic & Community Development	
HOPWA Administrator			
HOME Administrator			
HOPWA-C Administrator			

Table 1 – Responsible Agencies

Narrative (optional)

The program's structure will be run through the Department of Planning and Development. The Community Development Coordinator will coordinate the work of the Citizens' Advisory Committee, the social service subrecipients (including the CV program), and the Consolidated Plan process that will begin near the end of the 2021 program year. The Housing Rehab Director will oversee the 2/4-unit housing rehab program and any related tasks.

Consolidated Plan Public Contact Information

Mathew Eddy, Director of Planning and Development

Abigail Smallwood, Community Development Coordinator

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City maintains contact with community partners to ensure that programs are consistent with community goals. The Citizen Advisory Committee (CAC) meets monthly to discuss programs, goals, and any needed updates. Community partners include Seeds of Hope (provides services to those experiencing homelessness or housing/food/job insecurity), Apex Youth Connection (which operates a hub in a high-LMI neighborhood), Biddeford Ready! (supports children from birth to five to increase school readiness and reduce Adverse Childhood Experiences), and Biddeford Housing Authority. Other community partners that are integral to the CDBG housing rehab program include the Coastal Healthy Communities Coalition at the University of New England, which trains local contractors in lead-safe housing rehab practices; Community Concepts, Inc., a regional housing rehab agency and provider of licensed lead inspections/risk assessments and final clearances; local pediatric offices that, under Maine law, test all children for lead poisoning at ages 12 and 24 months; the Maine Department of Environmental Protection, which oversees the safe and compliant removal of toxins from CDBG-funded pre-1978 rehabbed properties; and the Maine Center for Disease Control. There is also coordination within the city, including with the city's Communications Coordinator, the Community Engagement Specialist for the Police Department, and others as needed, like Public Works and Codes.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Participation in Biddeford Ready and Seeds of Hope, as well as community outreach by the CAC, permits direct communication with social service agencies. Biddeford Ready consists of the City, the Biddeford education system, local social services agencies, and all appropriate state agencies for the Departments of Education, Center for Disease Control, and Human Services (lead, mental health, supportive services). Seeds of Hope has a Homeless Task Force that consists of area housing providers, the police department, Biddeford General Assistance, Southern Maine Medical Center, and area social service agencies. In partnership with Seeds of Hope and the Homeless Task Force, efforts were made to coordinate the provision of services across jurisdictional lines within Biddeford (food, housing, education preparation, and mental health needs).

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City's Community Development Coordinator attends Maine Continuum of Care meetings, as well as the Statewide Homeless Council and the Region 1 Homeless Council (covering York and Cumberland Counties). City provides funding to and works closely with local nonprofit Seeds of Hope, which directly

addresses the needs of those experiencing or at risk of homelessness. Through Seeds of Hope and other partners, the City reaches out to critical population groups and connects with social service agencies to target specific population groups. There was no annual PIT unsheltered count in 2021 due to the pandemic, but Seeds of Hope collects information on those they serve, so we have a general idea of the count, as well as additional information about their needs. The City will work closely with Seeds of Hope and other partners to ensure a comprehensive PIT count in January 2022.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City is a member of the Maine Continuum of Care, facilitated by MaineHousing. Meeting attendees, representing many groups around the state, provide input on the provision of ESG funding, social services, and housing development for the homeless. Annual PIT count information helps populate the HMIS data base, though there was no unsheltered count in 2021 due to the pandemic. The City coordinates its local efforts with regional and statewide plans.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

[See chart on following pages.]

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Biddeford Housing Authority
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Biddeford Housing Authority participates in all processes and is an active partner. BHA attends all Seeds meetings and leads their housing needs assessment. BHA met with staff on December 16, 2020 at their new property providing supportive housing for people and families experiencing homelessness.
2	Agency/Group/Organization	Biddeford Area Resource Group - York County Community Action
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-Health Services-Education Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	York County Community Action Corp. is an active partner in the City's lead program and a lead organizer of the Biddeford Ready process. While attending ongoing Biddeford Ready meetings, the City has met regularly with YCCAC. Staff from YCCAC have also joined meetings to discuss ways to address homelessness. YCCAC staff are providing services to Biddeford Housing Authority's transitional housing units, which were completed in the 2020 program year.
3	Agency/Group/Organization	Biddeford School Department
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Victims of Domestic Violence Services-Health Services-Education Services - Victims Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The School Department is a lead partner in the Biddeford Ready effort. With it, the department brings state and regional service focused on families and children (with a particular interest in school preparation and participation).
4	Agency/Group/Organization	Apex Youth Connection
	Agency/Group/Organization Type	Services-Children Services-Health Services-Education Child Welfare Agency

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Apex is our partner in delivering services at 46 Sullivan Street, now the Apex Community Hub, funded with CDBG, as well as non-CDBG programs operated out of their main location. Through the Hub, they provide both direct services and referral to other services for those in the Bacon Street neighborhood. They also participate directly in Biddeford Ready. Broadly, Apex provides a variety of youth development services.
5	Agency/Group/Organization	Biddeford Ready - United Way of York County
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services - Victims Child Welfare Agency Other government - Local Business Leaders Civic Leaders
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Biddeford Ready is an organization represented by the City, the City's school system, early childhood providers, critical state agencies, United Way of York County, business and civic leaders, and York County Community Action Corp. The group meets monthly and focuses on young families, particularly those with children from birth to 5. The focus is on "school readiness," broadly defined, and the group will continue to strengthen its connection with parents and early childhood providers to ensure all young people have the skills and support they need to enter school, and that Adverse Childhood Experiences (ACEs) are avoided or addressed.
6	Agency/Group/Organization	Seeds of Hope
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Employment Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Seeds of Hope is a neighborhood center that collaborates with partners to find meaningful solutions to poverty and homelessness, and provides direct support to those in need. The City meets regularly with their team to discuss goals around this work. Seeds uses CDBG funding to support its Winter Warming Center, which provides a safe, warm overnight space for those who need it. Seeds will also be involved in the CDBG-CV program to address substance use, mental health concerns, and homelessness.
7	Agency/Group/Organization	GWJ
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	providing free Wifi in targeted census tracts
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In response to the growing need for internet connectivity, the City, in cooperation with Maine-based service providers, installed Wifi hot spots at the Hub located at 46 Sullivan Street and at Seeds of Hope, located at 35 South Street. These hotspots were funded in part by the generous support of the Maine Community Foundation. During this time of COVID pandemic, dependable internet service is more critical than ever, and these hotspots have proved to be very valuable in their respective neighborhoods. Also, the City's Downtown Development Commission coordinated the installation of five Wifi hotspots along Main Street, providing a continuous signal for more than one-half mile of the downtown area. These projects are a part of the City's commitment to enhance and support digital equity and literacy.
8	Agency/Group/Organization	BIDDEFORD
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Emergency Management

	What section of the Plan was addressed by Consultation?	climate change planning
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Biddeford, through the Code Enforcement Office, the Biddeford Emergency Management program, and the Comprehensive Planning program, has been responsible for resiliency planning. In October 2020, City Council passed a Climate Emergency Resolution highlighting the expected environmental effects of climate change. The Mayor then established the Climate Task Force to create an action plan that focuses on adaptation, mitigation, and sustainability strategies that address the real effects of a climate change that threaten Biddeford as a coastal community. The Task Force will develop communication strategies to grow awareness of the group, educate the public about climate change and its effects, and recommend climate actions for the City to consider. There will be a study of sea level rise by the Muskie Institute for the Saco River, and the City has joined that study, but it has been on hold due to the pandemic. Though there is no start date currently planned, the study is expected to occur and the City will stay connected to its progress. Biddeford participates in several preparedness plans in the event of natural hazards. The City's Code Enforcement Office is tasked with being a part of and implementing the York County, Maine Hazard Mitigation Plan. The City also has its own internal action plan for documenting and responding to natural hazards. Sea level rise and climate change is another issue, and goals, policies, and implementation strategies will be included in the City's Comprehensive Plan, which will be completed within the 2021 program year. All projects located within a floodzone shall comply with Article XII (Floodplain Management) of the Zoning Ordinance which requires elevating the lowest floor of construction at least one foot above the base flood elevation.

9	Agency/Group/Organization	Coastal Healthy Communities Coalition
	Agency/Group/Organization Type	Services-Children Services-Health Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Coastal Healthy Communities Coalition (CHCC), a group based out of University of New England (UNE), is a comprehensive community-based health coalition working to promote nutrition, substance abuse prevention, and lead poisoning prevention. With these focus areas, the City works with them on a number of initiatives. They are a key partner in the City's lead program, assisting with outreach to property owners, including the Biddeford Area Landlords Association. They are also supportive of the 2-4 unit rehab program. They operate Project Alliance, a collaborative group that focuses on reducing substance use risks for youth and community members. The City participates in these meetings regularly. CHCC is also developing plans to address regional workforce development, which is a focus of City staff as well. The City and CHCC will partner on these efforts during this program year and in the long term.

Identify any Agency Types not consulted and provide rationale for not consulting

For the few agency types that were not consulted, they are either not applicable or we are developing the relationship. For planning organization, Southern Maine Planning and Development Commission is the most appropriate group, and we are strengthening our connection with them. Nason Health, which provides free health care, is establishing a presence in Biddeford and we expect to work with them as a health

agency. Maine Water would be the agency for management of public land or water, but based on our current programming, it is not necessary to consult with them. We work with federal, state, and county government contacts as appropriate, but there are no specific groups under these categories.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Maine Housing	Housing insecurity and homelessness are increasing in Biddeford due to the rapid growth of the housing market, with similar trends statewide. Our participation in the state's Continuum of Care is vital as we address this challenge, as we are able to learn about and participate in regional and statewide efforts.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City attends monthly COC meetings and, as a member in good standing, has voting status. This also gives the City access to ESG funding, though current requirements mean there are no applicable programs that can use ESG funds. The City will monitor requirements and local efforts to ensure ESG funding is used when possible.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Since the adoption of the 2018 Consolidated Plan and housing needs assessment, staff have continued to work with the Citizens Advisory Committee (CAC) and the City Council to address the transition going on in the Biddeford housing market. Last year, we adjusted the program to focus on two service hubs (Seeds of Hope and Apex Community Hub) as well as the local Meals on Wheels program, worked with the hubs to learn from similar service delivery programs in Maine, and adjusted the housing rehabilitation program to focus on owner occupied 2-4 unit structures, which constitutes 50% of the housing stock in the target area. Particular attention was paid to the Apex Community Hub, in order to find the best model for service that supported both programming and services provided directly by Apex and referral from Apex to other groups for needs they cannot address.

Meetings continued to be held online, with discussions at public CAC meetings about the second round of CV funds, involvement in the city's comprehensive plan (components of which directly tie in with the programs supported by CDBG funds), the current year's programs, and planning for future initiatives that the CAC would like to address.

Public Hearings were advertised on the City's web site via front page listings (additionally, these listings are sent to those who sign up to be notified of new postings, so those who signed up would receive the notice in an email) and any documentation was included in the notice or on the City's Community Development page.

In consolidating the delivery of services through the hubs, technical assistance was shared with the Seeds of Hope and Apex (Meal on Wheels did not receive technical assistance). Each worked with the City to shape their programs to meet the needs of their neighborhood.

Community engagement during the pandemic is a challenge, but the pandemic (as well as an increasingly younger population) has also increased interest in local government, as people have spent more time at home and in the community. In the 2021 program year, the City's goal is to support this interest with various engagement opportunities, from committee membership to neighborhood meetings to public education on important issues.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	The first Public Hearing was held virtually on March 17 at 4:00pm and the general framework for the Year 4 Action Plan was presented and discussed.	Comments were supportive of continuing the model developed in the 2020 program year, focusing on the 2-4 unit program and support for a reduced number of social services.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community	Citizens Advisory Committee meetings (some as hearings), held virtually, all had CDBG program discussions on the agenda, based on HUD, consultant, and staff findings: October 21 at 4:00; November 18 at 4:00; December 17 at 4:00; January 20 at 4:00; February 17 at 4:00; March 17 at 4:00 (hearing and regular meeting); and April 21 (hearing and regular meeting). Meetings were publicly advertised meetings of the CAC. Meeting notices followed the new CDBG guidelines developed as a result of the pandemic. Attendance included Plan CAC members, staff, and participants in the program.	Discussions included program adjustments, guidance on program delivery, and priorities for future work. Housing is a particular focus of the committee.	N/A	16

OMB Control No: 2506-0117 (exp. 09/30/2021)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Non-targeted/broad community	The second Public Hearing was held virtually on June 3 at 4:00pm to allow the public to comment on the Year 4 Action Plan draft. There were three CAC members, two staff members, and one member of the public in attendance.	Comments only on CDBG broadly and a question from a member of the public regarding funds in future years.	N/A	
4	Other – Public Comment Period	Non-targeted/broad community	A 30-day public comment period was open from May 14 to June 14.	One comment was received about minor formatting typos in the plan. <i>[Will update this section with any additional comments after comment period closes.]</i>	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	439,734	0	353,494	793,228	350,831	Of the annual allocation, 15% will go toward public services (three agencies), 20% toward admin, and remaining funds plus rollover will be focused on the owner occupied 2-4 unit program.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other CDBG-CV	public - federal	Admin and Planning Economic Development Public Services Other	86,068	0	0	86,068	86,068	Remaining CV funds will go toward a community support program and admin costs.
Other	public - federal	Housing	917,786	0	465,786	1,383,572	1,369,786	Construction and admin funds
Other	public - state	Housing	166,666	0	158,333	483,332	166,666	Will be used to supplement owner occupied 2-4 unit program (includes construction and admin funds)

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG, Lead, and Maine Housing funds have been used together to target CDBG eligible neighborhoods with housing improvements through investment.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There is a property in one of the target downtown tracts that will be used for a 33-unit family housing development.

Discussion

The Affirmative Fair housing planning identified issues of Lead throughout the core area. Further City inspections uncovered serious health and safety issues. Identified in this process is a concentration of owner occupied 2-4 unit structures. The CDBG funds will leverage the Maine Housing funds. The Lead program application was similarly developed and can be combined with either program, as appropriate.

Housing and equity are top priorities for the CAC and the group will continue to address these during the program year.

The City assisted with a bill for an affordable housing TIF that we can use in CDBG-eligible districts. Housing TIF money can also be used toward homeless assistance funds and other housing rehab programs to further the preservation of affordable housing units. Program details will develop during this program year.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing	2018	2023	Affordable Housing Homeless Non-Homeless Special Needs		Housing	CDBG: \$727,268 HUD Lead Program: \$3,200,000 Maine Housing: \$500,000	Rental units rehabilitated: 10 Household Housing Unit Homeowner Housing Rehabilitated: 5 Household Housing Unit Homeless Person Overnight Shelter: 15 Persons Assisted Homelessness Prevention: 15 Persons Assisted
2	Social Services	2018	2023	Non-Housing Community Development Social Services		Social Services	CDBG: \$65,960 CDBG-CV: \$40,000	Public service activities other than Low/Moderate Income Housing Benefit: 115 Persons Assisted
3	Administration	2018	2023	Administration		Administration	CDBG: \$86,670 CDBG-CV: \$35,537	

Table 6 – Goals Summary

Goal Descriptions

Annual Action Plan
2021

21

1	Goal Name	Housing
	Goal Description	Funds will support the rehab of owner-occupied 2-4 unit buildings in the target area. There is a rehab specialist to assist with projects, applicants must meet income requirements, and property owners are required to maintain affordability on rehabbed units for 10 years.
2	Goal Name	Social Services
	Goal Description	Funds will support three social service agencies: two hubs that serve target CDBG areas and a Meals on Wheels program. The hubs provide a variety of services to low- to moderate-income individuals and families. Additional CDBG-CV funds will be used for a community support program addressing substance use, mental health concerns, and housing insecurity and homelessness.
3	Goal Name	Administration
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

Programs supported will be the three social service agencies and housing rehab, as well as the CDBG-CV community support program.

Projects

#	Project Name
1	Owner Occupied 2-4 Unit Housing Rehabilitation
2	2 to 4 Unit Housing Rehab Project Delivery
3	Southern Maine Agency on Aging-Meals on Wheels
4	Neighborhood HUB Program
5	Seeds of Hope
6	Administration
7	CV-Community Support Program
8	CV-Admin

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City continues to focus its efforts on target Census tracts, supporting two hubs and rehabilitation of owner-occupied 2- to 4-unit structures to preserve safe, healthy, and affordable housing. These are priorities due to high rates of LMI households in these tracts and health and safety issues in housing. COVID has been an obstacle to in-person outreach, which is more effective in connecting with and helping those who need assistance. Housing costs are also rising, making it challenging to preserve affordability.

AP-38 Project Summary
Project Summary Information

1	Project Name	Owner Occupied 2-4 Unit Housing Rehabilitation
	Target Area	
	Goals Supported	Housing
	Needs Addressed	Housing
	Funding	CDBG: \$525,322
	Description	Rehabilitation of owner occupied 2-4 unit structures in eligible census tracts, with 51% of the units being affordable at 80% of median income for 10 years.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	15 housing units with at least 8 units retaining 80% affordability
	Location Description	CDBG designated census tracts of 252.01 and 252.02
	Planned Activities	Rehabilitation of units in accordance with CDBG rules.
2	Project Name	2 to 4 Unit Housing Rehab Project Delivery
	Target Area	
	Goals Supported	Housing
	Needs Addressed	Housing
	Funding	CDBG: \$114,000
	Description	Project to include 2-4 Unit Housing Rehab Delivery Costs
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	15 LMI households
	Location Description	Census tracts 252.01 and 252.02
	Planned Activities	Rehab delivery costs for 2-4 Unit Owner-Occupied rental units
3	Project Name	Southern Maine Agency on Aging-Meals on Wheels
	Target Area	

	Goals Supported	Social Services
	Needs Addressed	Social Services
	Funding	CDBG: \$17,000
	Description	Provide 75 households with 8,200 meals during the program year
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	75 households, 8,200 meals.
	Location Description	Citywide
	Planned Activities	Distribution of meals to seniors
4	Project Name	Neighborhood HUB Program
	Target Area	
	Goals Supported	Social Services
	Needs Addressed	Social Services
	Funding	CDBG: \$26,402
	Description	Providing social service to families at 46 Sullivan Street, the so-called Bacon Street neighborhood.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	20 LMI individuals
	Location Description	Individuals within Block Group 1, Census Tract 252.02.
	Planned Activities	A variety of programs to serve LMI residents, variable based on the continued impact of socio-economic challenges, with network coordination with city partners related to immigrant assistance, traumatized kids, early childhood development, lead paint prevention and STEM projects through Apex.
5	Project Name	Seeds of Hope
	Target Area	

	Goals Supported	Housing Social Services
	Needs Addressed	Housing Social Services
	Funding	CDBG: \$21,600
	Description	Primary service will be the coordination and intake of those seeking shelter when designated low temperatures are exceeded. Other activities will include the provision of breakfast and lunch (particularly during the Pandemic) and providing career resource skills training.
	Target Date	3/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	20 individuals for a total of 60 nights.
	Location Description	Designated LMI Census tracts within the CDBG catchment area including 252-01 and 252-02
	Planned Activities	Program funds will be used to support those experiencing homelessness during extreme cold weather periods at the Warming Center and provide food.
6	Project Name	Administration
	Target Area	
	Goals Supported	Administration
	Needs Addressed	Administration
	Funding	CDBG: \$86,670
	Description	Administer the CDBG program
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	City based

	Planned Activities	Provide administrative oversight of the CDBG program
7	Project Name	CV-Community Support Program
	Target Area	
	Goals Supported	Social Services
	Needs Addressed	Social Services
	Funding	CDBG-CV: \$40,000
	Description	In response to COVID, a group of local nonprofits and service providers will launch a program to provide coordinated services and referrals for community members facing substance use issues, mental and physical health concerns, and those experiencing housing insecurity or homelessness.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	20-30 individuals served
	Location Description	CDBG designated census tracts of 252.01 and 252.02
	Planned Activities	The Biddeford Community Support Program will provide for social service referral and system support needs, as related to substance use, mental health, and homelessness.
8	Project Name	CV-Admin
	Target Area	
	Goals Supported	Administration
	Needs Addressed	Administration
	Funding	CDBG-CV: \$35,537
	Description	CV- Admin for job retention program
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	N/A

	Location Description	N/A
	Planned Activities	Provide administrative oversight of the CDBG-CV program.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Assistance is directed within the CDBG eligible census tracts (with greater than 51% LMI; an LMA area).

Geographic Distribution

Target Area	Percentage of Funds
CITYWIDE	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All projects this year are targeted for our CDBG eligible tracts, with the highest rates of low- and moderate-income (LMI) households. There will be focused delivery of services through the two hubs, as well as by Meals on Wheels. The housing rehabilitation program represents targeted investments that preserve affordable housing, improve the quality of the home, and increase base value, leading to private neighborhood re-investment.

Discussion

The CDBG program has refined its goals and objectives to provide direct investment into CDBG eligible tracts to meet the needs of LMI households and address issues associated with increasing homelessness and other economic related issues. Continuing this targeted approach will ensure timely reporting.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City will serve 15 units of rehabilitated housing.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	15
Special-Needs	0
Total	15

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	15

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Homelessness began to increase in 2019, and has worsened with rising housing costs and issues stemming from the pandemic, like job loss. Efforts will focus on the rapid re-housing coupled with case management to address the housing needs of individuals experiencing housing insecurity. In addition, Biddeford's rental rehab program will create a minimum of 15 units of affordable rental housing. The rental units, that are further leveraged with Maine Housing funds, will be occupied by households that are eligible as low- to moderate-income families and meet the requirements for an affordable housing unit, including a ten-year affordability restriction. The program's focus on owner occupied 2-4 unit structures assists local owners with limited resources and provides for further preservation of affordability. The Healthy Homes Lead Rental Rehab program are also within CDBG-eligible Census districts.

Rental rates will be based on the established rent schedule as provided by HUD annually and will remain that way for the full affordability timeframe based on the units and will not include any Single Room Occupancy units.

The City Council, through its work with the CAC and use of the Affordable Housing Assessment, established a series of housing goals in November 2020 for the City to pursue. In addition to the goals addressed by the rehab and lead programs in place, goals include increasing homeownership from 48%

to 51% and creating or preserving 90 affordable units per year for five years. There are several strategies and activities under each of these goals, and progress has been made on many of the planned activities. Work will continue in the 2021 program year. The full City Council 5-Year Housing Goals & Strategies document is attached.

AP-60 Public Housing – 91.220(h)

Introduction

Biddeford has continued to strengthen its Citizens' Advisory Committee (CAC), including expanding the goals of the committee to more proactively address housing issues in the community. The group, and its staff liaison (Community Development Coordinator), will collaborate with public housing advocates to address the ongoing need to create viable affordable housing opportunities. Efforts include addressing housing conditions through the Healthy Homes initiative, the abatement of unsafe lead within housing structures, various legislative decisions (at state and local level) regarding affordable housing requirements, and staying informed on housing developments in the community in order to advocate for affordability. This focus will also re-engage the Biddeford Housing Authority in the development and delivery of housing programs in the City.

Actions planned during the next year to address the needs to public housing

Planning efforts will continue in surveying and addressing the needs of individuals in public housing. The city's Community Development Coordinator, with assistance from the CAC, will work to increase presence in neighborhoods and gather information on community needs. The Healthy Home Initiative will improve the quality of housing, leading to an improvement in the quality of life for individuals and families. As eligible units are identified, Biddeford will continue in its efforts to inform owners of ways to assist in providing housing opportunities for potential voucher holders.

The City's ongoing collaboration with the Biddeford Housing Authority (BHA) will identify further opportunities to forge forward in providing quality affordable housing for the residents of Biddeford. As of May 2021, BHA has 153 vouchers under lease (represents all properties managed by BHA, which includes Biddeford and other communities), and overall, there are 290 portable vouchers administered. Both BHA and the City know that those are inadequate to serve those in need, but there is also a significant waiting list for voucher-holders to be placed in housing. When numbers were last reported in August 2020, there were 477 subsidized units, all of which were full. Those units are in 13 housing complexes: two for elderly, four for elderly or disabled, six for families, and one for all three categories. The total waiting list for those housing complexes was 531 households, though there are likely some households on multiple wait lists.

In addition to the rehabilitation program, the City and BHA will continue to look for ways to preserve affordability, including housing projects with funding such as LIHTC, AHP, and Maine Housing. There is also a new affordable housing TIF program that the City expects to use to develop a fund that supports affordable housing projects and other related goals. One specific project that will be developed during the program year is a 33-unit building on Adams Street, located near CDBG subrecipient Seeds of Hope. The project will use LIHTC, AHP, and municipal TIF funds.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The CAC holds public forums/meetings to encourage and engage the residents, stakeholders, social service agencies, and public housing entities to take an active part of through its neighborhood planning process. All ideas and recommendations are provided to the community as part of the opportunities in expanding the availability of rental and working towards homeownership opportunities. The pandemic highlighted the critical need to offer viable housing options.

During the program year, the City will look into introducing the Family Self Sufficiency program. With FSS in place, the options of moving from vouchers to ownership would increase.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

In this year, the City will work with the BHA to reach out and identify designated, privately held properties that may be stressed. The local housing authority has no distressed properties within their current inventory and is not designated as 'troubled.' Maine Housing lists none in its inventory.

Discussion

We will develop a better understanding of public housing inventory and continue to review all projects that have three or more code infractions. Additionally, through the coordinated efforts under the Healthy Homes initiative, potential voucher properties and owners may access funding to increase the quality of their affordable housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Through partnership with our social service agencies, Biddeford is actively addressing the basic of needs for community members experiencing homelessness. Specifically, Seeds of Hope is receiving funding to provide a Winter Warming Center when evening temperatures are below 20 degrees or there are extreme weather conditions. In addition to this program, they provide services during the day and serve as an important link to community members experiencing housing insecurity or homelessness. The police department is also connected to this population through its Community Engagement Specialist, who connects vulnerable community members to services, and through its Substance Use Outreach Liaison. The Meals on Wheels program will assist 75 senior households who have no access to food.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Biddeford, like other localities, has endured the impact of the pandemic. Homelessness has been exacerbated due to job loss, and housing, health, and food needs have increased. Most outreach to those experiencing homelessness was through Seeds of Hope, though a new position within the police department has bolstered this work both at the Seeds of Hope location and in the broader community. The City's primary form of assistance is through the General Assistance office.

In the fall, the City conducted a survey of residents to determine community needs related to COVID and the results from this survey have informed the City's plans for recovery from the pandemic.

Seeds of Hope, the City General Assistance office, Biddeford Police, and Southern Maine Health Care remain the front-line responders for community outreach. Each of these is linked to a group of partner social service agencies to work with individuals in need, provide initial intake, and provide assistance to get them off the street, fed, and cared for through service provision. The intake varies based on the need and intensity of issues.

Seeds of Hope is a trusted community hub, and connects clients to social service agencies providing health and mental health services. They gather basic information on a regular basis, as well as more detailed information as requested, both of which help demonstrate the full scope of needs. The Police Department, through its unique system of outreach through on-staff social workers (Biddeford, Spurwink), can provide further individual intake, directing individuals to appropriate area agencies. Those in significant health need or with substance use issues can be entered into the SMHC Partial Hospitalization Program. Other chief partners in this triage include the Substance Use Outreach Liaison with the Biddeford PD, York County Community Action, Spurwink, Nasson Health Center (free clinic), SARSSM (sexual assault response), and Caring Unlimited (domestic violence shelter). Each of the

agencies, in turn, has the ability to provide housing, or links to those in the supportive housing community, and appropriate case management services.

Police have noted that the full emergency shelter in Alfred has been full for some time and is not expected to meet demand, so the local Warming Center option is an important resource. With information gathered from two winters of running the Warming Center, Seeds and the City are examining successes and challenges of the program, and discussing ways to improve the assistance provided.

The City is part of various groups addressing homelessness on a regional and statewide scale, including an effort by Maine Housing to explore a statewide system that would establish regional hubs for coordinating services. These hubs will be established in 2021 and the City will ensure coordination of partners within this work.

With available housing at a premium (at all levels), Seeds does provide winter clothing, tents, and products to assist, where necessary, in outdoor survival. With appropriate housing subsidy through vouchers and the City's general assistance office, individuals during the winter period are connected to local hotels in Biddeford and Old Orchard Beach for rooms available in the off-season. The establishment of the Winter Warming Center last year was in response direct response to the community needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

This will be the third full year of the evening shelter program, with support from both CDBG funds and directly from the City. Biddeford Housing Authority completed a 5-unit transitional home in early 2021, with one 1-bedroom unit, two 2-bedroom units, and two 3-bedroom units. All units are fully occupied. Residents receive direct services through this housing and can remain in the unit for up to two years, at which time, they will receive a certificate or voucher for permanent housing. A for-profit SRO in the downtown, the Thacher, continues to be at full capacity. The City assists rental of those units to some individuals through General Assistance. The City served on Maine Housing's working group focused on supportive housing options and will remain involved as the resulting hub program launches. The City continues to explore transitional and supportive housing options. We will identify individuals through requests to General Assistance, the Police Department, and Seeds of Hope. Working with these partners, we will identify homeless individuals or families for supportive/transition housing options and identify housing availability. We expect demand (15+ chronically homeless individuals) to exceed supply and will work to develop additional units in the coming years. The City is aware of the number of subsidized units, but not how many units are specifically transitional housing. That information will be collected during the 2021 program year.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The creation of quality sustainable housing is one way to permanently address the homeless issue. Many factors combine to create a housing shortage, particularly for those experiencing homelessness, but also for residents at many income levels (both LMI and non-LMI). Outside of CDBG funds, the City is working with developers to create additional market rate housing units, with some units potentially reserved for various uses, including for median income renters and seniors, as well as units using low-income tax credits. The City supports tax credit projects with residential TIF credit enhancements, and legislation is expected to pass that allows TIF funds to create an affordable housing fund. Through these efforts, more housing options within Biddeford's inventory will increase the supply of housing. In addition to these goals, the City has also set as an annual goal of 90 units of affordable housing being preserved or created every year over the next five years. Strategies to reach these goals are being developed, and will vary depending on the developments in process in a given year.

Supportive and transitional housing are specific needs of the chronically homeless. The City will coordinate the efforts of Seeds of Hope and the Police Department intake workers to identify the housing and social needs of each person coming through the program. These partners help identify the appropriate supportive services needed to avoid repeat homelessness or incarceration. The police department added a Spurwink social worker to the team to handle mental health issues. We work with other area providers (Caring Unlimited, Sexual Assault Response Services) to identify persons in the shelter (or local hospital) or identified through police calls that are in need of services and housing. Seeds of Hope will continue to convene these partners on a regular basis to further coordinate the provision of services and expanded housing availability.

There is also the Apex Community Hub at 46 Sullivan Street, a hub location that has been operated by various partners over the current five-year CDBG period. Apex Youth Connection has a staff person responsible for operating the Hub to assist residents in that Census tract area (which has the highest LMI rate in the city). They provide both direct and referral services to meet the needs of these residents.

Alternative Pathways continues to grow in the center of our neighborhoods and serves high school aged youth with an alternative education program. Those students are often those identified by the School Department as possible "couch surfers," and Alternative Pathways provides them a safe place for education and stability.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving

assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Seeds of Hope is the convener for discussion on prevention of homelessness, homeless assistance when it happens, and transitional supportive housing development. Within this planning group, strategies are broken into three areas: client intake, assessment, and guidance; coordination with direct social service assistance by the appropriate social service partner when appropriate; and in the development of an increased supply of supportive housing. Seeds works closely with the Police Department and Southern Maine Health Care to identify those with most critical needs and enroll them in the partial hospitalization program.

Biddeford Ready, a collaborative effort that provides support for children aged birth to five to prepare them for school and life, is developing ways to support LMI children and their parents. The focus on a child's earliest years, and particularly on Adverse Childhood Experiences (ACEs), helps set these children and their families up for success. Additionally, city and school staff members attend a regular Statewide Student Homeless Prevention meeting, which focuses on system-wide issues and solutions.

City community engagement staff has established a partnership with resiliency coordinators located at each school, and all partners will work together to increase and strengthen communication with youth and families.

Biddeford's social service agencies utilize coordinated intake and case management to assist individuals recently discharged from public institutions, providing help and shelter as immediately as possible. As noted above, the lead in many cases is the social work team from the Police Department, with school social workers, police resource officers, and teachers also providing substantial input and the potential for intervention.

Discussion

The Biddeford housing market has become increasingly difficult to navigate for residents at most income levels, which is why housing affordability is a top priority of City Council and staff. Within that priority, there are goals to address homeless issues and preserve affordable units. Using our existing network, particularly the two hubs (Seeds of Hope and Apex Community Hub), city staff will continue to connect with and support our most vulnerable community members, and facilitate discussion around housing needs.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

With the fair housing analysis and its ramifications presented to Council in full in 2019, the commitment to fair housing took different direction. The City's focus is on preserving affordability while also improving the quality and livability of our neighborhoods. The owner occupied 2-4 unit rehab and lead paint remediation programs, along with other non-CDBG programs, were formed to address this.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Over the course of two years, staff presented a series of affordable housing information sessions to City Council, with details built from and reflecting the Analysis of Impediments to Fair Housing (AI). In fall 2020, City Council adopted housing goals based on this information. Implementation began in Jan 2021 with several zoning changes and work will continue through the 2021 program year.

The Comprehensive Plan will be completed during the 2021 program year, and part of that planning process has been gathering data and public opinions on housing. Survey data has confirmed the community's interest in affordable housing and will be used to further educate the public on housing options and hear their thoughts and concerns.

Discussion:

The City continues to pursue a series of housing policies that combine flexibility in the permission of higher density with continued inspections of existing structures. The City's access to Lead Paint funding, Maine Housing funding, and commitment of CDBG to owner occupied 2-4 unit structures is intended to reduce the effects of low-quality housing in our poorest neighborhoods.

AP-85 Other Actions – 91.220(k)

Introduction:

Ongoing economic challenges and continued market changes will require the CAC, in combination with network partners, to monitor the state of homelessness while forging ahead with housing quality improvements. Issues stemming from the pandemic such as homelessness, day care closures, and the lack of food within the community will be monitored and addressed.

It is critical that the residents of Biddeford have a measure of quality of life by having the most basic of resources and provisions. Ongoing public meetings and forums will keep Biddeford informed about opportunities to make a meaningful impact for the community.

Actions planned to address obstacles to meeting underserved needs

The City is developing an approach to provide support for 16- to 30-year-olds, particularly those with young children. For those who do have children, we are exploring a two-generation approach, where support would be given to both parents and children within the same program. Broadly, the goal is to discover challenges faced by this age group (e.g. housing, jobs/income level, child care, transportation) and discuss ways to address those challenges. We are also working with partners on programming at Biddeford Adult Education and Biddeford Regional Center of Technology (career/technical school).

Seeds of Hope, lead agency for homelessness, will keep the city informed on the state of homelessness and the actions that may need to be further taken. Biddeford Ready and Apex will assist us with the needs of young and/or refugee families, as well as all residents within the Census tract where their Hub is located. Alternative Pathways, with its tie to the school department, will assist us in identifying and serving homeless children.

The primary obstacle is housing at the lowest income levels. Demand for housing is increasing cost at rate that did not exist at the beginning of this five-year strategy. City Council and staff worked together to establish specific housing goals and will pursue projects to meet those goals. Those opportunities, in conjunction with our partners, will include the further development of supportive housing as well as rentals for low- and moderate-income residents.

Actions planned to foster and maintain affordable housing

The average age of Biddeford housing stock is significantly older than county and state averages. There are many challenges present because of this, particularly the presence of lead, as many houses are pre-1978. The Healthy Homes initiative has given Biddeford the resources to be able to address this issue. Rental housing is being targeted in order to properly abate or mitigate the lead within the home and to provide housing rehabilitation to correct other deficiencies. This program will create quality affordable rental housing for LMI families and individuals.

Biddeford's business community continues to grow rapidly, despite the pandemic. Employment opportunities will be examined in order to address community challenges from all perspectives, for example: ensuring median income levels can support median housing costs, that residents have the qualifications needed for jobs that pay enough to afford housing, that affordable housing opportunities are provided to those with jobs that have lower pay rates, and so on. As this information is gathered, Biddeford will continue to work with local business owners and interested developers in the coordinated effort of creating more housing. City Council's housing goals will address housing across the continuum:

homeless assistance through Seeds, very low-income housing through the Biddeford Housing's request for 40 additional vouchers, development of low-income housing through LIHTC and other avenues, TIF subsidies for preservation of 10% of new units at median income, and the creation of first-time homebuyer opportunities (up to 200 new units through the next five years).

The City has at least three housing projects totaling approximately 200 units being developed through the LIHTC program. The pandemic has hit this industry hard, equity for investments has become increasingly difficult to find. However, the City is poised to commit TIF funding in support of low- and moderate-income development. The City is also in the process of approving density bonuses.

The purpose of the 2-4 unit owner occupied rehab program is to preserve affordable units that might be lost to market escalation. A minimum of 15 units are proposed for rehabilitation this year.

The City also has a goal of increasing direct connection with individuals and families living in affordable housing, to better understand their needs.

Actions planned to reduce lead-based paint hazards

The City runs a lead-based paint reduction program. The Healthy Homes initiative provides owners the opportunity to qualify for assistance. Upon qualification, homes are inspected by licensed professionals to determine the level of lead present. A detailed report is issued identifying the location and appropriate level of abatement or remediation required.

All housing rehabilitation will be inspected for compliance of skill and quality of work in accordance with the building codes and lead regulations. Through explored leveraging opportunities, Biddeford hopes to continue and expand the efforts being made to reduce the lead-based paint hazards within its housing stock. The goal of the program is to rehab up to 45 units per year.

Actions planned to reduce the number of poverty-level families

The Biddeford Ready program, in conjunction with Apex Youth Connection, will continue to focus on low-income young families. Biddeford's youngest residents present a difficult challenge to the school's system, as many arrive to kindergarten unprepared, which tends to slow growth and learning potential.

Outreach programs, through the social service agencies, target poverty-level families to provide critical resources such as food, clothing, life skills, and financial counseling to help them improve their current socio-economic situation. These efforts take time and patience to gain the trust of families so that assistance and guidance can be provided. Biddeford Ready, through Head Start and private pre-K providers, have increased the number of children receiving educational development prior to entry into kindergarten. Biddeford Ready and school social workers work at all levels of the school system, and provide assistance when issues are identified. Staff will continue to work with this network.

Actions planned to develop institutional structure

City staff will continue to strengthen our partners, particularly Seeds of Hope and Apex Youth Connection's operation of the Community Hub, to support our core LMI neighborhoods. Staff has reenergized the Citizens' Advisory Committee as the representative of households within our eligible Census tracts. The CAC and staff will continue to develop neighborhood-based programs to serve communities and increase neighborhood safety and connectivity. Institutionally, City Council

recognizes the CAC as an advocacy group for neighborhood-based initiatives, including the continued development of housing and community development goals for the City.

During the program year, the Community Development Coordinator will strengthen partnerships between various groups – municipality, schools, nonprofits, businesses, and others – with a goal to improve coordination of efforts and grow the outreach network for these partners.

Actions planned to enhance coordination between public and private housing and social service agencies

The City and the CAC will continue to work with private and public housing agencies. Focus this year will be on mitigating the impact based on the pandemic and on continued development of additional stock across the housing continuum. The role and potential of the Biddeford Housing Authority will be examined, with a focus on increasing the supply of low-income family housing. The City will continue to work with LIHTC partners through its affordable housing TIF program to create new housing stock; partners include both public agency housing providers and private developers. Ongoing collaboration and coordination will be handled through the CAC and staff as we develop strategies to address both the changing market and the pandemic. The City will coordinate connection between housing and social services, in order to ensure effective delivery of these services.

Discussion:

The City will be monitoring the impact of the pandemic on the community, as well as working to further future development and redevelopment efforts. We have put together a resource base that should permit a substantial increase in rehabilitation efforts while obtaining affordability; we will monitor our progress and make necessary adjustments as required.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The goals, objectives, and overall benefit of this AAP represent Year 4 of the Consolidated Plan.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

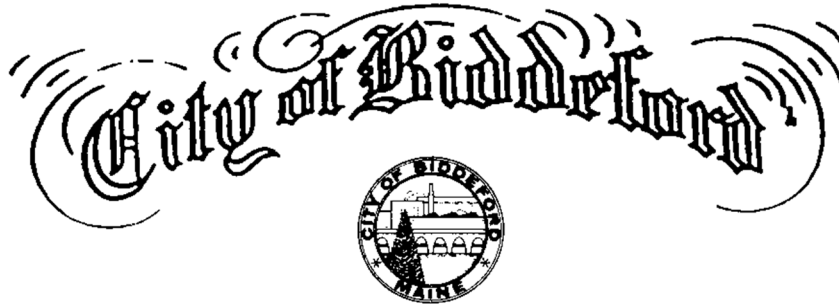
Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.70%

The goals, objectives, and overall benefit of this AAP represent Year 4 of the Consolidated Plan. Biddeford will continue to support a reduced number of subrecipients and the owner occupied 2-4 unit rehab program. This will ensure effective delivery of services to LMI individuals and households, and the preservation of housing stock and affordability. The Overall Benefit is based on the 5-Year Consolidated Plan, 2018 - 2023.



2021.51

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

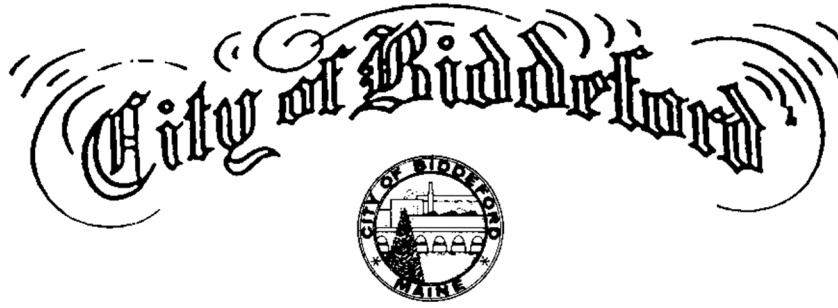
BE IT ORDERED, that the Finance Director is authorized to create dedicated reserve accounts under the listed fund balance accounts, and transfer remaining funds from the FY 2021 Budget to said dedicated accounts as herein named in amounts not to exceed those stated, as of June 30, 2021 deducting any 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	<u>\$60,000</u>
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.

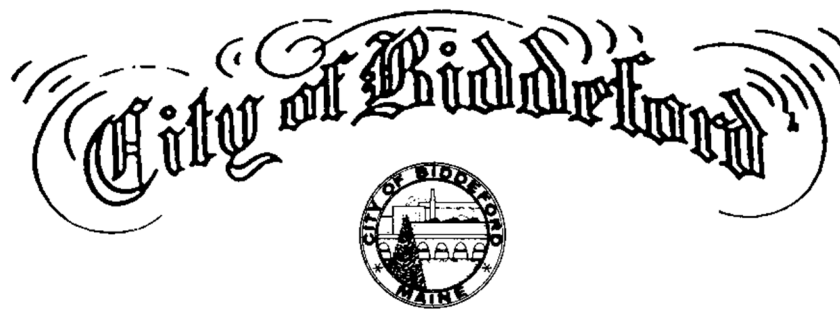
NOTE: The Finance Committee will consider this item at the June 15, 2021 meeting and vote on recommendation for approval by the City Council.



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 _____%.

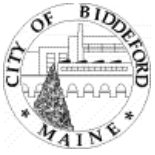


2021.53

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.



Finance Committee & City Council

Meeting Date: June 15, 2021

Meeting Time: 5:00 p.m. Finance Committee; 6:00 p.m. City Council

Agenda Item No: 2021-53

Item Description: ADA Self-Evaluation & Transition Plan Consulting Proposal Recommendation

Submitted by: Brian Phinney, COO and Gail Wilkerson, CDBG Housing Rehab Director

Supporting Information/Documentation:

Proposal from Disability Access Consultants, LLC; Proposal Evaluation Form.

Key Terms: (1) ADA: Americans with Disabilities Act. (2) DAC: Disability Access Consultants, LLC. (3) ADA Self-Evaluation Report: Includes a review of policies, programs, activities, services, and facilities to identify any barriers or potential barriers for persons with disabilities. (4) ADA Transition Plan: Assigns estimated dates for the removal of all physical barriers identified, as required by the ADA for public entities with more than 50 employees.

Executive Summary:

In compliance with Title II of the Americans with Disabilities Act (ADA), the City has requested proposals from professional firms to assist in creating an *ADA Self-Evaluation Report and Transition Plan* to ensure City facilities, public rights of way, parks/recreation areas, programs/services, and communications are accessible to persons with disabilities. A recent voluntary compliance agreement between the City and the US Department of Housing and Urban Development specifies October 2021 as the due date for completing this work. One firm, Disability Access Consultants ("DAC"), LLC, of California, responded to the RFP, and the City deems DAC's proposal to be acceptable in terms of the firm's experience, staffing, project deliverables, references, and price.

Detailed Review:

This engagement includes: identifying City programs, activities, and services that may be inadvertently discriminatory to persons with disabilities; identifying obstacles that limit accessibility; reviewing City policies, practices, and procedures that govern the administration of City programs, activities, and services; detailing the recommended methods for removing accessibility barriers; conducting an ADA compliance evaluation of City buildings, public rights of way, and park amenities; and preparing the City's comprehensive ADA Self-Evaluation Report & Transition Plan. The ADA Self-Evaluation Report and Transition plan is a federal requirement. The City is not able to locate a copy of the report and transition plan that should have been completed in the early 1990s.

DAC has helped public entities nationwide since 1998 to implement ADA and related regulations. Founder Barbara Thorpe, an occupational therapist, worked as ADA Coordinator and Director of Compliance for a public entity before launching DAC. She and the firm's existing senior team have collaborated on ADA self-evaluations and transition plans for the past 14 years. In this time, DAC has inspected more than 26,000 buildings, 6,000 miles of public rights of way, thousands of parks/playgrounds, and hundreds of programs. Field staff are International Code Council (ICC)-certified accessibility specialists (CAsp's), and staff at every level receive federal and state ADA training. DAC's municipal references (including Amherst, MA; Leesburg, VA; and Mooresville, NC, with populations averaging 44,000), and the firm's project deliverables (found in the public domain) are impressive.

Funding Source:

Funding for this project will be from FY 22 general funds in the amount not to exceed \$70,975, without prior approval.

Staff Recommendation:

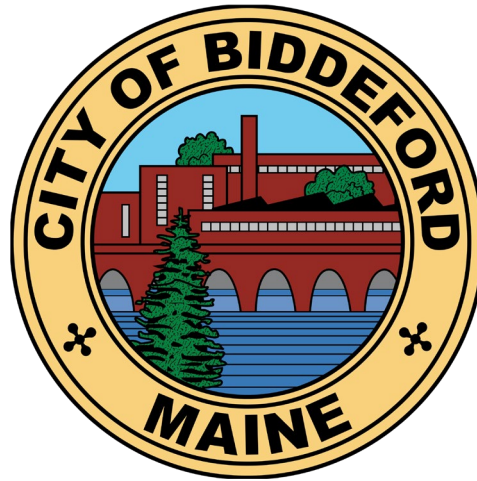
Staff recommends the City contract with DAC to assure project completion by October 2021.

Americans With Disabilities Act (ADA) Self-Evaluation Report & Transition Plan RFP
PROPOSAL EVALUATION FORM
- Page 1 of 1 -

VENDOR: *Disability Access Consultants, LLC, ["DAC"] Oroville, CA (additional offices in AZ, GA, FL)*

No.	Proposal Evaluation Criteria	Comments
1	Vendor demonstrates the ability/capacity/flexibility/skill to provide quality performance under the RFP, as evidenced by client references and any prior contracts with the City.	DAC has helped public entities comply with & implement ADA & related regulations since 1998. Its founder worked with a public entity for 19 years as ADA Coordinator, Section 504 Officer & Director of Compliance. DAC has inspected 26,000+ buildings, 6,000+ miles of public rights-of-way, thousands of parks/playgrounds & 100's of programs. Reference statements are glowing.
2	Vendor demonstrates an appropriate understanding of the background and requirements of the Scope of Work.	References have nothing but high praise re: the firm's expertise. Online literature search reveals consistent performance of this exact work scope for municipalities across the US.
3	Vendor demonstrates appropriate allocation of resources , in terms of quality & quantity, to key tasks, including: the time & skills of staff assigned to tasks; the firm's approach to managing resources; firm's technology, and project output.	References confirm DAC's use of appropriate resources to fulfill scope of work requirements. Online search of RFP results in municipalities where DAC delivered same work are in keeping with the allocation of resources quoted for Biddeford. References have high praise for the proprietary <i>DACtrak</i> online ADA facility/project monitoring software, which is user friendly & assists with continual compliance, well after initial work scope is complete.
4	Vendor's proposed project team/staff have the appropriate education and experience to successfully perform the required Scope of Work.	Field staff are International Code Council (ICC)-certified accessibility specialists (CASP); all staff receive federal & state ADA training; senior management who deliver the self-evaluations/transition plans and related ADA compliance services have each been with DAC at least 14 years.
5	Vendor demonstrates a willingness to perform according to the contracting requirements and completion date set forth in the RFP.	All project staff are direct employees, so DAC expects to organize resources to provide project deliverables within the requested time frame. No outside consultants, associates or subcontractors will be used. <i>DACtrak</i> use in the field also assures same-day access to discovered access barriers, allowing timely reports.
6	Vendor demonstrates a history of successes in projects similar to the one described in this RFP.	Confirmed by both references and on-line search results of similarly sized municipalities receiving the same work scope from DAC
7	Vendor demonstrates financial capacity/solvency to assure completion of this project as required under the RFP.	Financial statements are not yet in hand, but no complaints cited by references. DAC is an active registrant with both the State of CA and the US Government, as reported on SAM.gov
8	Vendor's proposal is complete and responsive to the RFP.	Items to further discuss with firm: financial capacity; description of whether meetings will be virtual/live; assurances that the firm can complete the work given competing contracts; and experience with HUD.
9	Vendor's services are reasonably priced compared with cost of projects for similarly sized cities.	References state positive return on investment. Based on online review of cost data, similarly sized municipalities have paid approximately \$80K for Biddeford's scope of work
Staff Recommendation:		<i>Accept the DAC proposal for \$70,975.00</i>

Response to Request for Proposal



Americans with Disabilities Act (ADA) Self-evaluation and Transition Plan



Disability Access Consultants, LLC
800.743.7067

Transmittal Letter

June 2, 2021

To: Brian Phinney
City of Biddeford
205 Main Street
Biddeford, ME 04005

Re: Request for Proposal for an ADA Self-evaluation and Transition Plan

Firm's Legal Name: Disability Access Consultants, LLC (DAC)
DAC Headquarters: 2862 Olive Highway, Suite D, Oroville, CA 95966
Additional Offices: Arizona, Georgia, Florida
Project Contacts: Tim Mahoney, General Manager
tmahoney@dac-corp.com
Project Manager: Barbara Thorpe, President
bthorpe@dac-corp.com
Phone: 1-800-743-7067

We appreciate the opportunity to submit our qualifications and proposal for providing consultant services for an Americans with Disabilities Act (ADA) Self-evaluation and Transition Plan City of Biddeford (City). Disability Access Consultants, LLC (DAC) has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act and accessibility services for public entities, such as the City of Biddeford.

DAC understands that the City of Biddeford is seeking to enter into a professional services agreement with a qualified and experienced firm to provide a comprehensive evaluation of Americans with Disabilities Act (ADA) accessibility compliance of City facilities, programs, services, and communications.

DAC has provided services for the past 23 years to assist public entities to comply with and implement accessibility requirements. DAC has conducted over 26,000 building inspections, surveyed thousands of parks and playgrounds, over 6,000 miles of public rights-of-way and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas. DAC staff includes certified playground safety inspectors to provide a value-added service if requested by the City. DAC has a team of 20 staff, including ICC and CASp certified inspectors, dedicated to assisting public entities with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirements under the Americans with Disabilities Act Standards, Section 504 of the Rehabilitation Act, PROWAG, MUTCD, MaineDOT standards, and related federal, state and local disability-related nondiscrimination laws and regulations.

Disability Access Consultants, LLC is formed as a Limited Liability Company (LLC) and is not a subsidiary of a parent company.

This proposal and bid is signed by Tim Mahoney who is authorized to obligate DAC contractually and negotiate with the City. This proposal is valid and irrevocable for a minimum of forty-five (45) days from the submittal deadline date. DAC has received and reviewed the questions and answered posted by the City on June 1, 2021 and has included the information in preparation of our response.

Respectfully submitted by Tim Mahoney, General Manager

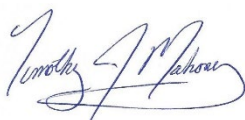


TABLE OF CONTENTS

TRANSMITTAL LETTER.....	I
EXECUTIVE SUMMARY	1
INTRODUCTION	1
COMPANY BACKGROUND	1
PROJECT MANAGEMENT.....	2
STAFF	4
QUALIFICATIONS AND REFERENCES.....	8
FEE PROPOSAL	14
ANTICIPATED PROJECT SCHEDULE	14
IMPLEMENTATION APPROACH	15
ADDITIONAL INFORMATION	25

Executive Summary

Disability Access Consultants, LLC (DAC) understands that the City of Biddeford is seeking to enter into a professional services agreement with a qualified and experienced firm to provide a comprehensive evaluation of City facilities, programs, services and communications for compliance with the American with Disabilities Act (ADA) and related regulations. The project will involve conducting a self-evaluation to identify any accessibility barriers to the programs and services offered by the City, whether they are related to physical structures or are programmatic. The findings from the self-evaluation and recommendations to remove the barriers will provide the City with a comprehensive transition plan for implementation over time. The transition plan deliverables provided by DAC will include information on each barrier, at least one recommended method to remove the barrier, photographs of all elements surveyed and estimated costing information for the recommended barrier removal method. DAC will also provide the City with DACTrak online accessibility management software which will give City staff a tool to continuously monitor and implement the transition plan. The self-evaluation will be conducted for City facilities, including buildings, recreational areas and parks, and public rights-of-way, as well as City programs and methods of communication such as the City's public facing website.

Introduction

DAC has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the City of Biddeford. Founded in 1998, DAC has provided services for the past 23 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Maine Uniform Building and Energy Code, Manual on Uniform Traffic Control Devices (MUTCD), Public Right-of-Way Accessibility Guidelines (PROWAG), Section 504 and related federal, state and local disability-related nondiscrimination laws and regulation. DAC has conducted over 26,000 building inspections, surveyed thousands of parks and playgrounds and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas. DAC has also surveyed over 6,000 miles of public rights-of-way.

DAC understands that the City of Biddeford is soliciting proposals from qualified professional firms to identify potential noncompliant items and other physical barriers at City buildings, facilities, parks and public rights-of-way. DAC will compile the information gathered in the self-evaluation process to assist the City to update its transition plan. DAC has the relevant experience with all state and federal accessibility regulations, public agency provided services, programs and activities requirements, and has extensive experience in preparing accessibility survey and evaluation reports for Title II entities.

DAC will provide the City with DACTrak, an online software program that will allow City users to update and monitor the implementation of the transition plan. DAC can also provide the City with reports in electronic formats such as PDF and Excel, and hard copy if requested.

DAC has a team of 20 staff, dedicated to assisting public entities, such as the City of Biddeford, with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirements under Title II of the ADA and related state accessibility standards. DAC staff also includes certified playground safety inspectors to provide a value-added service if requested by the City.

All staff proposed to provide services to the City of Biddeford are direct employees of DAC, there will be no outside consultants or associates employed to assist on this project. As all staff are direct employees, DAC is able organize team resources that will allow DAC to commit to providing the City with the project deliverables within the City's requested timeframe.

Company Background

DAC is a woman founded business, opened in 1998 by our firm's President, Barbara Thorpe. Prior to founding DAC, Barbara worked with a public entity for nineteen years as the ADA Coordinator, 504 Coordinator and Director of Planning and Compliance, she has extensive experience working with individuals with disabilities and organizations representing individuals with disabilities.

DAC is headquartered in California and has several offices across the United States to serve our customers nationwide.

DAC Headquarters:

Disability Access Consultants, LLC
2862 Olive Highway, Suite D
Oroville, CA 95966

DAC also has additional technical support and field offices in Georgia, Florida and Arizona that will provide management and support to the onsite field staff and overall consultation to the City in order to provide the project deliverables.

All of DAC's Company officers, directors and senior management have extensive experience in their fields, and in their specific roles to provide ADA self-evaluation and transition plan services to public entities. Michael Boga, Senior Director of Accessibility Services, has been with DAC since its founding by Barbara Thorpe in 1998. As noted in our organizational chart and description of qualifications in the staff background section of this proposal, the senior management team that collaborate with Barbara and Michael to conduct ADA self-evaluation and transition plans and provide related ADA compliance services have each been employees of DAC for a minimum of fourteen years.

Over the past 23 years of serving our clients, DAC has demonstrated financial stability. As the proposal response is a public document, and DAC is a private firm, we would prefer to keep our financial information confidential. However, we can supply an income statement to the review committee if selected.

All staff who would be assigned to work on the City of Biddeford's ADA self-evaluation and transition plan project are direct employees of DAC. No outside consultants, associates or subcontractors will be used.



Project Management

The management team that will lead the project have decades of experience in successfully organizing the tasks needed to accomplish the goal of providing the City with a complete ADA self-evaluation and transition plan. In the past 23 years of providing services to public entities, DAC has continuously streamlined the process of collecting data in the field and evaluating the collected information to provide quick turnaround of reports. The DACTrak software designed by DAC is used both in the field by our Accessibility Specialists to collect the as-is condition information and photographs, and also by our end users, such as City staff, to view the prepared reports. This process leads to seamless integration, making the report data available the same day as the data was collected. The information collected each day by our Accessibility Specialists is uploaded to our servers daily for processing and secure storage. As our processing engines contain the codes and regulations that are applicable to each element surveyed, the as-is data collected is evaluated against all applicable standards and a report of items that are not compliant with the standards is immediately available. DAC's quality control team performs reviews of each of the reports. Since the reports are able to be reviewed daily, if there is any additional information that our QC team would like to add to help further explain or verify a noncompliant finding, the team is easily able to collect the additional data while still working in the City.

While many tasks that will be scheduled in the performance of the self-evaluation and transition plan project may be adjusted to meet the needs and schedules of the City staff, or due to weather or other unforeseen circumstances, DAC is providing a draft work plan and schedule of services that will be provided.



Task	Projected Timeframe	Location of Work	City Staff Involvement
Kick off meeting – can be scheduled via teleconference, confirmation of sites to be surveyed, access to facilities, confirmation of sidewalk locations to be included	June 2021, or as soon as agreement is executed	Teleconference	City's project manager, ADA Coordinator and representatives from facilities, parks and streets departments
Onsite data collection and surveys of facilities, recreational areas and public rights-of-way	July, August, September *	In the City of Biddeford	Minimal, DAC staff may need assistance accessing locked or alarmed areas, otherwise they work independently
Quality control reviews of field reports	July, August, September	DAC Offices	No City involvement needed
Review of policies, procedures, communications and practices	July, August, September	DAC Offices	Moderate, DAC staff will need to be provided access to policy and procedure documents that are not posted publicly, will likely involve City staff providing documents to DAC for review
Review of City's public facing website	September	DAC offices	No City involvement needed
DACTrak presentation scheduled, logins provided to City staff	September	Teleconference	City staff who will be accessing DACTrak should participate in a 90-minute presentation and software training held via teleconference
City staff review of transition plan reports in DACTrak, comments and question period on reports	September	City staff offices, conference call or teleconference	Moderate, City staff can access DACTrak from any computer to review reports and prepare questions or comments, follow up discussion via teleconference
Updated transition plan reports available to the City through DACTrak	October	DAC offices	Minimal, City staff can continue to review and manage reports using exiting DACTrak logins
First draft of Executive Summary provided to the City	September	DAC offices	No City involvement needed
City staff review first draft of Executive Summary report, comments and question period on report	September, October	City staff offices, conference call, teleconference and email	Moderate, City staff will review the initial draft and provide comments, feedback and questions via conference call or emails
Second draft of Executive Summary provided to City for review	September, October	DAC offices	No City involvement needed
City staff review second draft of Executive Summary report, comments and question period on report	October	City staff offices, conference call, teleconference and email	Moderate, City staff will review the second draft and provide comments, feedback and questions via conference call or emails if needed

Task	Projected Timeframe	Location of Work	City Staff Involvement
Final version of Executive Summary provided to City	October	DAC offices	No City involvement needed
Presentation to City Council	Council Meeting, 10/19/2021 or 11/2/2021	City of Biddeford	Moderate, DAC and City will present a summary of the project and answer questions from the Council and attendees
Additional recommended task – while not requested in the RFP, a requirement for a comprehensive transition plan is providing opportunities for public input			
DAC provides advisement to City staff to perform public input activities and to collect responses	As permitted by City staff schedules	City staff offices	Substantial, DAC will offer guidance for the City to develop surveys, and to collect and compile public input

*The projected timeframe for the onsite data collection combines the surveys of all City buildings, facilities, recreational areas and public rights-of-way into one projected window of dates. To ensure that the project is completed as efficiently as possible, DAC Accessibility Specialists are flexible in their day-to-day assignments and can quickly modify their data collection schedule when last minute changes are needed. Some examples would be for DAC staff to work on available parks or public rights-of-way if an appointment to meet a City staff member at a locked building needs postponed at the last minute. Another example would be for staff who were preparing to work on outdoor recreational areas to instead survey an open and available building in the event of rain. This flexibility helps to minimize delays in completing the onsite data collection portion of the project.

Current Projects

DAC is currently providing ADA self-evaluation and transition plan services to several public entities, including:

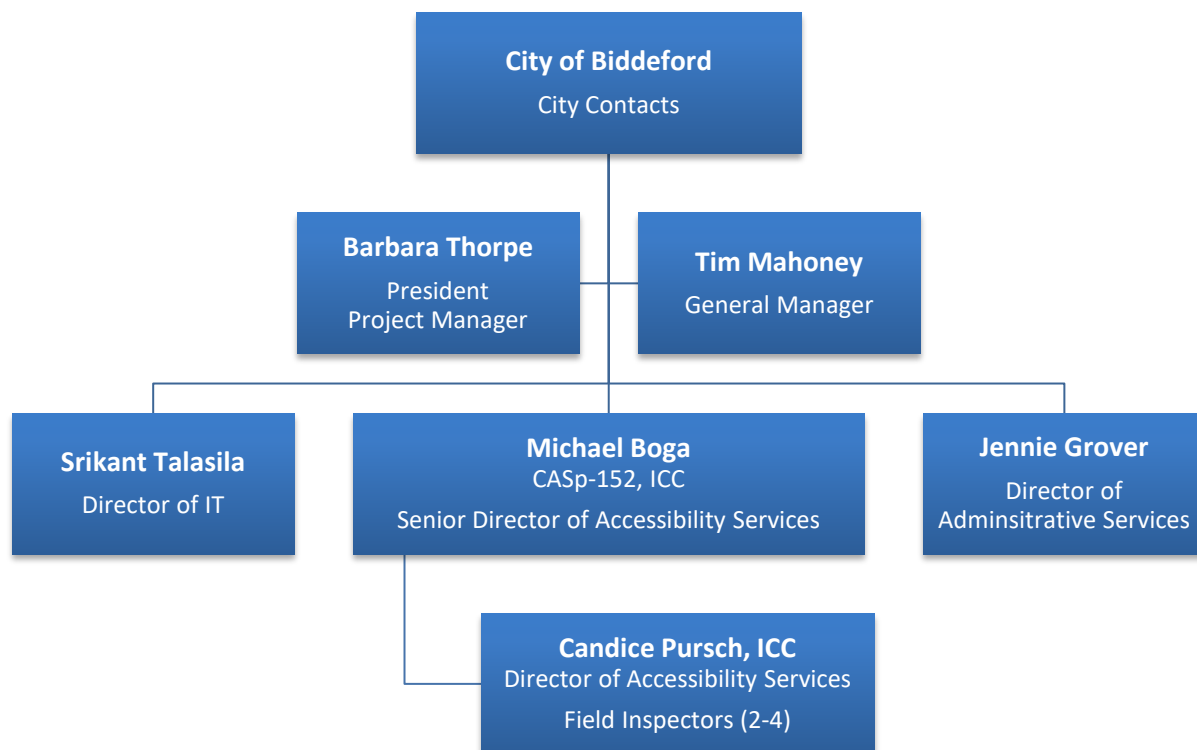
- City of Berkeley, CA
- City of Dublin, CA
- City of Fullerton, CA
- City of Livermore, CA
- City of Monrovia, CA
- City of Oceanside, CA
- City of Sarasota, FL
- City of San Mateo, CA
- City of Suisun City, CA
- Town of Los Gatos, CA

DAC is also working with several more public entities in the closing stages of review of the self-evaluation and transition plan finalization process. A more comprehensive list of DAC public entity clients is included in the Qualifications and References section of our proposal.

Staff

DAC has experienced team members who have worked with public entities for successful, on time completion of numerous similar projects. The project team is organized to provide a representation of skills needed to accomplish the project objectives. DAC team members have worked with many city, town and county governments to assist with the development, prioritization, long range planning and implementation of their ADA plan. In addition, teams that have worked together previously will be assigned to the City of Biddeford project.

The following organizational chart depicts the team structure that is proposed for the City of Biddeford.



Barbara Thorpe, M.Ed., LOT

DAC President and Project Manager

As DAC Project Manager, Barbara will coordinate activities and schedules and report to the City's Project Manager or designee. Barbara brings 19 years of experience in public entity administration prior to founding DAC in 1998. With an additional 23 years of experience with DAC working with town, city and county governments, Barbara provides unparalleled understanding of the application of the Americans with Disabilities Act and related legislation for accessibility compliance.

In addition to assisting public entities with compliance with the ADA, Barbara has conducted compliance reviews for the California Department of Transportation (Caltrans) and the Department of the Interior to audit programs for compliance with the ADA, Section 504 of the Rehabilitation Act and related civil rights laws and regulations. Barbara has served as an expert witness for the Department of Justice, Office of the Attorney General. Additionally, Barbara is a licensed occupational therapist. Barbara served on the Division of State Architect Advisory Board and served as the vice-chair for the DSA Access Compliance Committee. Barbara has worked on over 400 public entity self-evaluation and transition plan projects that are similar to the City project.

Michael Boga, B.A. Education, California Certified Access Specialist (CASp #152), ICC Accessibility, Usability and Plans Examiner

Senior Director of Accessibility Services and Quality Control

As manager of the production and the field survey teams, Michael brings a unique blend of experience in the building industry along with his understanding of individuals with disabilities to the accessibility team. Michael is a certified accessibility specialist through the International Code Council (ICC), certified in Accessibility, Usability and Plans examination and is a California Certified CASp inspector (# 152). Michael has completed the updated DSA courses regarding the California Building Code. Michael has provided numerous staff development sessions to public entities regarding accessibility requirements for facilities, parks and public rights-of-way. If requested, Michael would provide training, assist with plan reviews and review new construction and renovations completed for compliance. Michael has worked on over 400 projects that are similar to the City of Biddeford ADA Transition Plan project.

Tim Mahoney, B.S. Marketing

General Manager

Tim brings twenty-eight years of executive management experience in consulting, IT, manufacturing and the construction industries. Additionally, Tim has provided program development and management for members of professional associations for twenty years. Tim has also assisted in the design and construction of hundreds of ADA, CPSC and ASTM compliant outdoor recreation areas. As General Manager of DAC, Tim conducts quality assurance project management reviews and helps ensure contract fulfillment. Tim also provides ADA and Section 504 compliance consultation services for public entities, and staff training and development activities for public entities, businesses and associations.

Candice Pursch, A.S. Building Inspection Technology, ICC Accessibility, Usability and Plans Examiner, Accessibility Trainer

Director of Accessibility Services

Candice's 16 years of experience with DAC includes accessibility surveys of thousands of public facilities while employed by DAC as an accessibility specialist. Her educational background includes a degree in Building Inspection Technology from Butte College and coursework in Architectural Project Management at California State University with emphasis on construction plans and specifications, construction materials and systems, building codes, construction graphics and architectural design. Candice has completed the updated DSA courses regarding the California Building Code that include CBC Amendments, Plan Review, Accessible Public Housing Regulations, Transient Lodging, Housing and Social Service Enter Establishments. Candice also has International Code Council (ICC) Certification for Accessibility, Usability and Plans Examiner. Candice is a Certified Combination Building Inspector. As a volunteer for Habitat for Humanity, Candice volunteers to help build residential homes. Candice provides oversight of accessibility specialists and performs quality control checks.

Srikant Talasila, M.S. Computer and Internet Applications

Director, Information Technology

Srikant has worked in DAC's IT Department for the past 14 years and has a total of 18 years in the field of Information Technology, holding a master's degree in Computer Science. Srikant is very proficient in numerous software technologies, including but not limited to all modules of .Net, Java, SQL Server and Oracle. Srikant oversees DAC's entire IT department, including infrastructure and applications, as well as managing and overseeing all stages of the development lifecycle for new software. In addition to maintaining existing software, Srikant also ensures that all necessary software updates and version enhancements are completed. Srikant also oversees the maintenance of all hardware and verifies that all reported IT related issues are resolved quickly and efficiently.

Jennie Grover, B.A. Corporate Communications

Director of Administrative Services

Jennie has worked in administration for DAC for the past 14 years. Jennie draws on her experience in technical writing to provide leadership and management of the production and technical writing team, organizing the completion of technical reports, as well as managing production schedules, staff and timelines. Jennie also organizes the process and procedure for providing opportunities for public input, as well as collecting and compiling the information received into the self-evaluation and transition plan. Jennie also provides training and help desk support for DACTrak users.

Background Checks

All employees of DAC have satisfactorily passed background checks. DAC has FBI and DOJ clearances on file for DAC staff. We have conducted studies for school districts, state and local governments, the federal government, judicial chambers and correctional Institutions that require background checks. DAC also verifies the employment eligibility of all staff using E-verify.

Matrix of Hours

As requested in the RFP, DAC is providing the following matrix of the estimated hours by staff member to provide the City with the project deliverables.

TASKS	Level of effort in hours by staff member					
	Project Manager	CASp	Director of Admin Services	Field Team Leader	Accessibility Specialists	IT Director
TASK 1 - Self Evaluation Process						
Develop and recommend a process including relevant forms to facilitate the Self-Evaluation.	8	4	8			
Task 2 - Draft Barriers Assessment Surveys						
Draft surveys and documents to assess accessibility barriers for all elements that are subject to the requirements of the ADA.	12	18	16	60	555	8
TASK 3 - Final Barrier Assessment Surveys						
Final surveys and documents to assess accessibility barriers for all elements that are subject to the requirements of the ADA.	8	12	2	2		8
TASK 4 - Draft Access Compliance Assessment Reports						
Draft reports that summarize the results of the barrier assessment surveys that cover all elements that are subject to the requirements of the ADA.	8	2	8	6		8
TASK 5 -Final Access Compliance Reports						
Final reports that summarize the results of the barrier assessment surveys that cover all elements that are subject to the requirements of the ADA.	6	8	8	12		
TASK 6 -Draft Self-Evaluation						
Develop the draft of the comprehensive Self-Evaluation Report that will cover all elements that are subject to the requirements of the ADA.	16		24			24
TASK 7 - Final Self-Evaluation Report						
Final version of the comprehensive Self-Evaluation Report that will cover all elements that are subject to the requirements of the ADA.	4		8			
TASK 8 - Public meeting agendas and minutes						
DAC will contribute to the development of public meeting agendas and meeting minutes as needed.	4		4			
TASK 9 -Draft Self-Evaluation Report and Transition Plan						
Draft the ADA Transition Plan based on the results of the Self-Evaluation Report.	8		16			

TASKS	Level of effort in hours by staff member					
	Project Manager	CASp	Director of Admin Services	Field Team Leader	Accessibility Specialists	IT Director
TASK 10 - Final Self-Evaluation and ADA Transition Plan						
Final comprehensive ADA Transition Plan based on the results of the Self-Evaluation Report.	2		6			
TASK 11 - Attendance at a minimum if one City Council meeting						
DAC will attend at least one City Council meetings to present the Self- Evaluation Report and ADA Transition Plan for review and adoption.	6		2			
TASK 12 - Project meeting with City staff						
DAC will periodically meet with City staff to give project updates and discuss the project as needed.	12		12			
TOTALS	86	36	104	68	555	32

As DAC has worked with clients across the United States, our firm is knowledgeable of federal and state accessibility regulations for all states, including Maine. The reports prepared for the City of Biddeford would include data assessed for compliance with the following codes and regulations at minimum:

- MUBEC-Maine Uniform Building and Energy Code
- ADA Standards
- IBC-International Building Code
- Maine DOT Standards
- Public Rights of Way Guidelines (PROWAG)
- Manual on Uniform Traffic Devices (MUTCD)

Qualifications and References

DAC's staff is highly qualified to provide the services requested by the City of Biddeford. DAC has provided services to public and private entities for the past 23 years to assist them in enhancing their compliance with the ADA and related state accessibility codes. DAC staff have necessary CASp and ICC certifications, and have provided similar services to hundreds of public entities, including towns, cities, counties, school districts, universities and park districts. DAC has also developed DACTrak software, which allows for consistent and efficient data collection in the field and seamless processing of data into usable and manageable online reports. DAC proposes to use DACTrak software to provide the requested transition plan services to the City of Biddeford.



As our founder, Barbara Thorpe, worked with a public entity for nineteen years as the ADA Coordinator, 504 Coordinator and Director of Planning and Compliance, she has extensive experience working with individuals with disabilities and organizations representing individuals with disabilities. In addition, she has collaborated

with individuals with disabilities and organizations that represent individuals with disabilities in a facilitative manner that has benefited city governments during her work with other municipalities. Barbara and the DAC team members have demonstrated the ability to engage and interact with individuals and organizations to assist with the prioritization, long range planning and implementation of the ADA plan. Barbara would serve as the project manager.

Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. DACTrak is not simply an excel spreadsheet, but actual software that has been developed by our company to assist with the implementation and documentation of the City's ADA plan and provides photographs of as-is site conditions, which has proved to be valuable documentation. Findings and recommendations, in addition to other data are preloaded into the DACTrak software. As DAC owns and licenses the DACTrak software, we can make custom modifications for our clients.

Professional Services Provided by DAC

DAC provides a full continuum of professional services that include, but are not limited to:

- Facility inspections
- Self-evaluations for ADA and Section 504 of the Rehabilitation act
- Policy review and development
- Transition plans
- Public rights-of-way surveys
- Consultation
- Accessibility compliance intake and management software – DACTrak
- DACTrak training to conduct your own inspections
- Expert witness services
- Plan reviews
- ADA Plan implementation assistance and consultation
- Outdoor developed and recreational areas (pools, parks, trails, camping areas)
- NPSI playground safety inspections
- ADA playground inspections

DAC utilizes the appropriate standard(s) for the inspection that may include, but is not limited to:

- ADA 2010 Standards
- Maine State Building Code
- ADA-ABA
- UFAS
- ANSI
- Section 504 of the Rehabilitation Act
- Outdoor developed and recreational standards
- National Playground Safety Institute (NPSI) standards
- PROWAG – Federal Public Rights-of-way Guidelines
- Manual on Uniform Traffic Control Devices (MUTCD)

DAC has been assisting several Joint Power Authorities throughout the State of California since 2000 and currently provides updates, consultation, plan reviews and expert witness services. DAC has worked with public entities of all sizes, from a single site to more than 500 sites and over 700 miles of sidewalks and curb ramps.

DAC has provided training to hundreds of public entities and is also the selected consultant of the California Joint Powers Insurance Authority (CJPIA) to provide regular training sessions to their members. DAC has also recently provided training to the California Association of Joint Powers Authorities (CAJPA) regarding requirements for compliant websites. In addition to CJPIA members, DAC has provided customized individual

training regarding ADA requirements for facilities, public right-of-way, policies, special events, grievances and other related Title II topics.

DAC has provided training courses to many public entities with customized curriculums depending on the department or staff receiving the training, including:

- Roles and Responsibilities of the ADA Coordinator
- ADA Roles and Responsibilities for Front Line Staff
- ADA Roles and Responsibilities for Executive and Management Staff
- Maintenance of Accessible Facilities
- Maintenance of Accessible Public Rights-of-Way

DAC has also trained public entity staff to perform their own surveys of public rights-of-way and facilities using the DACTrak software.

Members of the DAC team have also served as expert witnesses to assist public entities to defend their current practices and ADA plan. DAC has only served on the side to assist public entities to defend their practices and plan and has never assisted with litigation against a public entity. Our mission statement and philosophy embrace the enhancement and assistance to our clients to build an ADA accessibility plan while documenting previous and current compliance methods.

In-House Abilities and Experience of the Team

All staff are direct employees of DAC and represent a strong in-house team that has worked together on the majority of our projects. Due to our in-house capabilities, DAC does not have a need to subcontract with other companies or individuals. Having all team members for the project under one roof provides for clearer communication and accountability within the DAC team and between the City and DAC.

Relevant and Punctual Self-evaluation and Transition Plan Experience with Small Communities

DAC's past project experience includes successfully working with many small communities to assist with updating their transition plans. As a small business, DAC understands the challenges that small public entities face regarding limited staff with many responsibilities. DAC's methodology for performing the self-evaluation and transition plan project requires very little burden on City staff's time and resources. Except for facilities that would require assistance with access to locked or secured areas, our survey staff perform the inspections during established open hours of operation for the facilities so that no special arrangements need to be made for appointments. This information is confirmed at the kickoff and planning meeting with City staff. The flexible scheduling also allows for continued efficiency of the survey process, so that there is no delay between the completion of one facility survey and the start of the next survey, and also allows for the anticipated survey plans to be altered quickly when unforeseen circumstances arise, such as rain prohibiting the planned survey of a park. In these situations, our survey staff would proceed to an available facility.

Additionally, since the data in the field is collected using our DACTrak software and exported daily for processing by our DACTrak server engines, the report data is available for editing by our Quality Control team as soon as each facility survey is completed each day. This ensures a very prompt turnaround time for the deliverables to be

The screenshot displays the DACTrak Record Manager interface. At the top, there are tabs for 'Reports' and 'Tools'. The main heading is 'Record Manager'. Below this, a breadcrumb trail shows 'Facility: Parking Lot 1 - Church Square' with navigation links 'Prev 5 < 6 7 8 9 10 > Next 5 of 18' and a 'Back to List' link. The record title is 'Parking - Exterior : Parking Lot , Parking Space'. The record details include:

- Parking Lot**: Right Accessible Space At Warren Street Next To Library
- Parking Space Width**: Finding: The accessible parking space does not meet the minimum requirements for width. On Site Finding: 104.50 inches. Recommendation: Re-stripe the accessible parking space. Recommended: At least 108.00 inches. Costing Information: Re-stripe existing parking space \$350.00.
- Code Reference**: ADA 502, ADA 502.2, CA 11B-502.2
- Record Number**: 72291

 To the right of the text is a photograph of a parking lot with a blue-painted accessible space. Below the record details is a form for adding a new comment. The 'New Comment' field contains the text 'Include in Library exterior renovations planned for FY 20/21'. There are buttons for 'Update' and 'Cancel'. At the bottom, there is a navigation bar with 'Prev 5 < 6 7 8 9 10 > Next 5 of 18'.

available to the City. Project deliverables are available instantly upon logging in to DACTrak.

As requested in the RFP, DAC is providing the following references for projects within the past five years that are similar in scope to the City of Biddeford. All key personnel identified in the Staff section of our proposal have worked in their described role for all of the following projects. The contract values included in the references are the amounts that were agreed to at contract execution and also at project completion.

References

Town of Amherst, MA

Maureen Pollock, Planner
4 Boltwood Avenue
Amherst, MA 01002
Phone: (413) 259-3120
pollockm@amherstma.gov



Project name: ADA Self-Evaluation and Transition Plan

- DAC has recently worked with the Town to complete an ADA self-evaluation and transition plan for Town's buildings, facilities, parks, bus stops and selected public rights-of-way.
- DAC has also assisted the Town to complete their public input process and compiled the results of the responses.
- DAC has also conducted the ADA self-evaluation of programs, services and activities to determine if any may be considered discriminatory for individuals with disabilities and has provided the Town with an Executive Summary detailing the results and recommendations.
- DAC is assisting the Town with additional as-needed onsite and offsite consulting services.
- The Town is currently using DACTrak to implement their transition plan.

Start Date: January 2020
Completion Date: December 2020
Contract Value: \$39,500

Town of Mooresville, NC

Mr. Christopher Russell, Risk & Safety Manager
413 N. Main Street
Mooresville, NC 28115
704-662-3524 (office)
crussell@mooresvillenc.gov



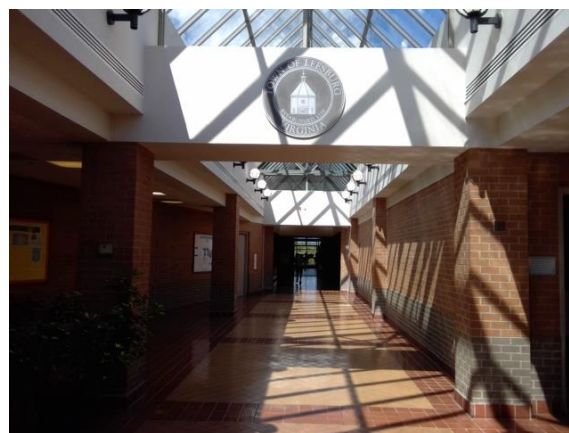
Project name: ADA Self-Evaluation and Transition Plan

- DAC has recently worked with the Town to complete an ADA self-evaluation and transition plan for Town's buildings, facilities, parks and public rights-of-way.
- DAC has also assisted the Town to complete their public input process and compiled the results of the responses.
- DAC has also conducted the ADA self-evaluation of programs, services and activities to determine if any may be considered discriminatory for individuals with disabilities and provided the County with an Executive Summary detailing the results and recommendations.
- The Town is currently using DACTrak to implement their transition plan.
- DAC is currently providing on-going as needed additional training and consultation to Town staff.

Start Date: September 2019
Completion Date: initial agreement completed in October 2020, ongoing as-needed consultation
Contract Value: \$177,500 plus as needed consulting

Town of Leesburg, VA

Kate Trask, Deputy Director of Parks and Recreation
25 West Market Street
Leesburg, VA 20176
703-737-7144 (office)
ktrask@leesburgva.gov



Project name: ADA Self-Evaluation and Transition Plan

- DAC recently worked with the Town to complete an ADA self-evaluation and transition plan for Town's buildings, facilities, parks, bus stops, on street parking and public rights-of-way.
- DAC has also assisting the Town to complete their public input process and compiled the results of the responses.
- DAC has also conducted the ADA self-evaluation of programs, services and activities to determine if any may be considered discriminatory for individuals with disabilities and has provided the Town with an Executive Summary detailing the results and recommendations.
- The Town is currently using DACTrak to implement their transition plan.

Start Date: June 2019
Completion Date: January 2021
Contract Value: \$100,000 plus as needed consulting

City of Carlsbad

Ed Garbo
Risk Manager
1635 Faraday Avenue
Carlsbad, CA 92008
Phone: (760) 602-2471
Ed.garbo@carlsbadca.gov



Project name: ADA Self-Evaluation and Transition Plan

- DAC conducted an ADA self-evaluation and transition plan for City buildings, facilities, and parks.
- DAC has also assisted the City to successfully prepare and respond to a Caltrans audit.
- DAC also assisted the City to perform a self-evaluation of services, policies, programs and practices.
- DAC is providing ongoing, as needed additional consultation such as plans review.
- The City is currently using DACTrak to implement their transition plan.

Start Date: August 2015
Completion Date: May 2017, ongoing as needed consulting
Contract Value: \$147,000

The DAC team members proposed for the City of Biddeford project have worked together on numerous similar projects for actual ADA self-evaluation and transition plan projects. Select recent and current public entity projects are contained in the following list.

- | | |
|------------------------|------------------------|
| • City of Agoura Hills | • City of Bell Gardens |
| • City of Avalon | • City of Benicia |
| • City of Azusa | • City of Berkeley |
| • City of Bakersfield | • City of Bishop |
| • City of Banning | • City of Carlsbad |
| • City of Barstow | • City of Carpinteria |

- City of Cathedral City
- City of Claremont
- City of Clovis
- City of Cudahy
- City of Cypress
- City of Davenport
- City of Del Mar
- City of Downey
- City of Duarte
- City of Dublin
- City of East Palo Alto
- City of El Centro
- City of Elk Grove
- City of Fairfield
- City of Fillmore
- City of Forest Grove
- City of Fountain Valley
- City of Fremont
- City of Fullerton
- City of Glendale
- City of Grass Valley
- City of Gresham
- City of Grover Beach
- City of Goleta
- City of Half Moon Bay
- City of Hemet
- City of Huntington Beach
- City of Indian Wells
- City of Indio
- City of King City
- City of La Canada Flintridge
- City of La Mesa
- City of La Mirada
- City of La Palma
- City of La Puente
- City of La Quinta
- City of Laguna Niguel
- City of Laguna Woods
- City of Lakeland
- City of Lakewood
- City of Lemon Grove
- City of Lincoln City
- City of Livermore
- City of Loma Linda
- City of Lomita
- City of Los Alamitos
- City of Manhattan Beach
- City of Manteca
- City of Menifee
- City of Michigan City
- City of Milford
- City of Modesto
- City of Monterey Park
- City of Moorpark
- City of Moreno Valley
- City of Morro Bay
- City of Newport Beach
- City of Norwalk
- City of Oakdale
- City of Oceanside
- City of Ojai
- City of Oroville
- City of Palm Desert
- City of Palm Springs
- City of Palos Verdes Estates
- City of Paso Robles
- City of Paramount
- City of Perrysburg
- City of Pismo Beach
- City of Poway
- City of Rancho Palos Verdes
- City of Red Bluff
- City of Redwood City
- City of Redondo Beach
- City of Rolling Hills
- City of Rolling Hills Estates
- City of San Clemente
- City of San Dimas
- City of San Gabriel
- City of San Jose
- City of San Juan Capistrano
- City of San Luis Obispo
- City of San Marcos
- City of San Mateo
- City of Santa Monica
- City of Santa Fe Springs
- City of Seaside
- City of Shafter
- City of Signal Hill
- City of South El Monte
- City of Suisun City
- City of Temple City
- City of Tustin
- City of Victorville
- City of Walnut
- City of Wasco
- City of Waterford
- City of West Sacramento
- City of Willows
- County of Butte
- County of Calaveras
- County of Glenn

- County of Inyo
- County of Kern
- County of Nevada
- County of Okaloosa
- County of Placer
- County of Riverside
- County of San Luis Obispo
- County of Santa Clara
- County of Shasta
- County of Solano
- County of Tehama
- County of York
- Town of Amherst
- Town of Blacksburg
- Town of Dennis
- Town of Edgartown
- Town of Exeter
- Town of Leesburg
- Town of Los Gatos
- Town of Mammoth Lakes
- Town of Mooresville
- Town of Oak Bluffs
- Town of Palmer
- Town of Paradise
- Town of Scituate
- Town of Tisbury
- Town of Truro
- Town of West Tisbury
- Town of Westborough
- Butte County Association of Governments
- Southern California Association of Governments

To ensure that our proposal response follows the maximum length of twenty-five (25) pages, DAC is providing examples of transition plan reports prepared for DAC clients using DACTrak in a separate attachment. Hard copies of report examples are included with the printed proposal package. Additional PDF, Excel and KML report examples are provided on the USB flash drive.

DAC is extremely careful to protect data that has been collected for our clients, therefore we are providing sample reports from public entities that have made their transition plan reports publicly available on their official websites. Example reports are from the Town of Dennis, Massachusetts, the Town of Amherst, Massachusetts and the City of Downey, California.

DAC has not had and does not have any potential claims against our firm for errors and omissions relative to municipal ADA projects, or any other consulting project in the entire history of the company.

Fee Proposal

A separately sealed fee proposal is being provided to the City as required by the RFP.

Anticipated Project Schedule

Based on experience with similar projects, it is estimated that the project completion time will be within 4 months depending on the commencement of the project. It is understood that the City anticipates final deliverables from the project by October 8, 2021.

Scope of Service –Activity or Task	Months			
	1	2	3	4
DAC kickoff meeting; survey methodologies, deliverables and schedule confirmation				
Project planning, survey and activity scheduling, procedures review				
Surveys of City buildings, recreational facilities and public rights-of-way				
Review of policies and procedures; analysis of existing plan				
Draft self-evaluation of services, policies, programs and practices for City review				
Transition plan project database and accessibility reports prepared for City				
DACTrak software presented to City and logins created, training on use of DACTrak to implement the transition plan				
Second draft of self-evaluation deliverables presented				
Deliverables completed and provided to the City				
Optional recommended task – to be performed by the City with DAC advisement				
Opportunities for public input				

Implementation Approach

DAC understands that the City is requesting quotes from qualified consultants to assist the City with performing an evaluation of the physical accessibility of the City's facilities, parks and public rights-of-way, in order for Biddeford to complete an Americans with Disabilities Act (ADA) self-evaluation and transition plan. DAC is proposing a scope of services that will allow the City to develop an ADA transition plan that meets the requirements of applicable laws and regulations but allows for maximum flexibility in the schedule and cost of implementation. DAC's proposed services includes use of our DACTrak online management software program that will provide City staff with an easy method to schedule and track implementation of the transition plan. As DACTrak includes estimated costing information, DACTrak would provide the City with a tool to develop a methodical, budget-sensitive timeline for correction of deficiencies and barrier removal.



The scope of work provided to the City by DAC will include:

Task 1- Oversee Development and Execution of Self-Evaluation and ADA Transition Plan

1. DAC will develop the process, procedure and forms needed to conduct the self-evaluation of the City's programs, activities and services for ADA compliance and compile the findings and recommendations into a self-evaluation and transition plan Executive Summary report.
 - a. In consultation with the City, DAC will develop a master list of City programs, services, and activities; accessibility policies; disability customer service training; communication practices and any additional available information regarding program accessibility.
 - b. DAC will review appropriate City plans, reports, and programs, as well as meet with City staff to gain insight into the City's facilities and programs in order to identify issues, which may be discriminatory to people with disabilities. The review will also include City policy and program accessibility, including eligibility requirements, participation requirements, facilities used, transportation, communication, grievance procedures and emergency procedures.
 - c. DAC will conduct barrier assessment surveys to collect information on each program and activity. Staff will also be engaged to provide details regarding forms and current participants, the types of equipment and materials used, testing and entrance requirements, amount of staff training, and list any specific modifications that are needed and accommodations that have been provided in the past.
 - d. Based on the barrier assessment surveys and policy reviews, DAC will evaluate the effectiveness of the existing ADA program services and provide recommendations where deficiencies are identified.
 - e. DAC will provide the City with an Executive Summary report that will summarize the data and findings from the ADA self-evaluation and transition plan for City buildings, parks, programs, communications, open spaces and public rights-of-way.
 - f. DAC will meet with City staff a minimum of three (3) times to coordinate the project kick off, discuss progress at an interim meeting and present the final deliverables at a completion meeting. Additional as-needed meetings to accomplish the project objectives will also be held. Meetings will be organized to be held via virtual teleconference as often as possible to ensure efficiency of the project progress.



Task 2 - Conduct Comprehensive Facility Surveys and Barrier Assessments

1. Buildings

- a. In consultation with the City, DAC will identify which City buildings are subject to the requirements of the ADA, and perform assessments of all interior and exterior elements, including the path of travel as well as common areas throughout City owned and tenant occupied buildings. The reports prepared from the assessments will include details of all elements surveyed.
- b. DAC will conduct barrier assessment surveys with field reviews of all City-owned public buildings that provide programs, services or activities to the public, as appropriate. The surveys will identify physical barriers at each facility that could limit accessibility. The information collected in the field will be compared to the Federal ADA codes as well as applicable state codes and the standard that provides the greater level of accessibility utilized. DAC will consult with the City staff to determine use of the buildings that were constructed prior to 1992 to verify the required scope and areas of the facility that should be surveyed.
 - i. Based on the results of the barrier assessment surveys, DAC will develop access compliance assessment reports issued through our DACTrak online accessibility management software in order to provide the City with the comprehensive assessment results. The reports will include:
 1. as-is condition measurements and verifications as they relate to ADA access;
 2. a detailed barrier description and initial priority order related to relative impact to access;
 3. at least one digital photograph for documentation of each barrier;
 4. detailed location description identifying the location of the barrier, maps will also be provided for findings where GIS coordinates can be collected for available outdoor findings;
 5. a proposed solution to eliminate the barrier; and
 6. individual cost estimates for each solution.

An Executive Summary of the entire project will also be provided to the City that will include the method and process for conducting the self-evaluation and developing the transition plan, as well as an overview of the barriers found in the City's buildings.

- c. DAC will provide the City with access to DACTrak, allowing the City's users to generate details reports in multiple formats, including PDF and Excel, as well as map style formats of KML and Shapefile for available exterior areas where GIS coordinates can be collected. The DACTrak online accessibility management software will provide the City with comprehensive reports for the interior and exterior of each facility. DACTrak also includes tools that will allow the City to plan a schedule of barrier removal, adjust priorities and update the implementation of the transition plan. Many report options are available in DACTrak that can show detailed information for every noncompliant finding in each building, through high level summary reports that can offer a concise synopsis of noncompliant findings by category across all facilities City-wide. Estimated costs are available in all reports, however a DACTrak user can choose to generate a report without estimated costs if needed.
- d. DAC will survey all City-owned buildings included in Appendix A of the RFP and confirmed at the project kick off meeting.

2. Parks and Open Spaces

- a. In consultation with the City, DAC will identify which City-owned parks, trails, outdoor facilities and open spaces are subject to the requirements of the ADA and perform assessments of all areas within the recreational facilities. The reports prepared from the assessments will include details of all elements surveyed.
- b. DAC will conduct barrier assessment surveys with field reviews of all parks, trails, outdoor facilities and open spaces owned by the City of Biddeford and included in Appendix A that provide programs, services or activities to the public, as appropriate. The surveys will identify

physical barriers at each City-owned park, trail, outdoor facility and open space that could limit accessibility. The information collected in the field will be compared to the Federal ADA codes as well as applicable state codes and the standard that provides the greater level of accessibility utilized.

- i. Based on the results of the barrier assessment surveys, DAC will develop access compliance assessment reports issued through our DACTrak online accessibility management software in order to provide the City with the comprehensive assessment results. The reports will include:

1. as-is condition measurements and verifications as they relate to ADA access;
2. a detailed barrier description and initial priority order related to relative impact to access;
3. at least one digital photograph for documentation of each barrier;
4. detailed location description identifying the location of the barrier, maps will also be provided for findings where GIS coordinates can be collected for available outdoor findings;
5. a proposed solution to eliminate the barrier; and
6. individual cost estimates for each solution.



An Executive Summary of the entire project will also be provided to the City that will include the method and process for conducting the self-evaluation and developing the transition plan, as well as an overview of the barriers found in the City's parks and open spaces.

- c. DAC will provide the City with access to DACTrak, allowing the City's users to generate details reports in multiple formats, including PDF and Excel, as well as map style formats of KML and Shapefile for available exterior areas where GIS coordinates can be collected. The DACTrak online accessibility management software will provide the City with comprehensive reports for the interior and exterior of each facility. DACTrak also includes tools that will allow the City to plan a schedule of barrier removal, adjust priorities and update the implementation of the transition plan. Many report options are available in DACTrak that can show detailed information for every noncompliant finding in each recreational facility, through high level summary reports that can offer a concise synopsis of noncompliant findings by category across all facilities City-wide. Estimated costs are available in all reports, however a DACTrak user can choose to generate a report without estimated costs if needed.
- d. DAC will survey all City-owned parks and park facilities included in Appendix A of the RFP and confirmed at the project kick off meeting.

3. Public Rights-of-Way

- a. In consultation with the City, DAC will identify which City-owned public rights-of-way, including, but not limited to cross walks, pathways, sidewalks and curb ramps are subject to the requirements of the ADA and perform assessments of all areas within the identified public rights-of-way facilities. The reports prepared from the assessments will include details of all elements surveyed.
- b. DAC will conduct barrier assessment surveys with field reviews of the identified public rights-of-way owned by the City of Biddeford, as appropriate. The surveys will identify physical barriers in the public rights-of-way that could limit accessibility. The information collected in the field will be compared to the Federal ADA codes as well as applicable state codes and the standard that provides the greater level of accessibility utilized.

- i. Based on the results of the barrier assessment surveys, DAC will develop access compliance assessment reports issued through our DACTrak online accessibility management software in order to provide the City with the comprehensive assessment results. The reports will include:
 1. as-is condition measurements and verifications as they relate to ADA access;
 2. a detailed barrier description and initial priority order related to relative impact to access;
 3. at least one digital photograph for documentation of each barrier;
 4. detailed location description identifying the location of the barrier, maps will also be provided for findings where GIS coordinates can be collected for available outdoor findings;
 5. a proposed solution to eliminate the barrier; and
 6. individual cost estimates for each solution.

An Executive Summary of the entire project will also be provided to the City that will include the method and process for conducting the self-evaluation and developing the transition plan, as well as an overview of the barriers found in the City's public rights-of-way.

- c. DAC will provide the City with access to DACTrak, allowing the City's users to generate details reports in multiple formats, including PDF and Excel, as well as map style formats of KML and Shapefile for available exterior areas where GIS coordinates can be collected. The DACTrak online accessibility management software will provide the City with comprehensive reports for the interior and exterior of each facility. DACTrak also includes tools that will allow the City to plan a schedule of barrier removal, adjust priorities and update the implementation of the transition plan. Many report options are available in DACTrak that can show detailed information for every noncompliant finding along each area of sidewalk, through high level summary reports that can offer a concise synopsis of noncompliant findings by category across all public rights-of-way facilities City-wide. Estimated costs are available in all reports, however a DACTrak user can choose to generate a report without estimated costs if needed.
- d. DAC will survey all City-owned public rights-of-way included in Appendix A of the RFP, provided by the StreetScan Sidewalk Inventory file and confirmed at the project kick off meeting.

4. City Programs and Services

- a. In consultation with the City, DAC will identify which City programs and services including but not limited to, classes, workshops, meetings, and events, are subject to the requirements of the ADA and perform reviews of program policies, procedures, including but not limited to eligibility requirements, location(s) of services, methods of providing information and procedure for processing requests for accommodations. The information prepared from the programmatic assessments will be included in the self-evaluation and transition plan Executive Summary.
- b. DAC will conduct programmatic barrier assessment surveys of City programs and services, as appropriate and available. The reviews will identify programmatic barriers in City programs and services that could limit accessibility or be considered potentially discriminatory.
 - i. Based on the programmatic barrier assessment surveys, DAC will provide the City with suggestions and recommendations as needed to ensure or enhance compliance in the City's programs and services. The findings and recommendations will be included in the Executive Summary report.

5. City Communications and Webpages

- a. In consultation with the City, DAC will identify which City communications and webpages, including but not limited to, sign-up forms, registration forms and public facing website pages, are subject to the requirements of the ADA. DAC will provide the City with a programmatic review that will identify all communications items that are not compliant or are potentially discriminatory. The City's website will be reviewed for compliance with the standard required for Title II entities, Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.

- b. DAC will conduct barrier assessment surveys to review all City public communications and webpages, as appropriate. The surveys will identify accessibility barriers in City communications and webpages as well as potential language or procedures that could be considered discriminatory.
 - i. DAC will provide the City with an ADA self-evaluation and transition plan Executive Summary that will include comprehensive assessment results, including:
 1. an Executive Summary with details of the programmatic and policy reviews, as well as a complete overview of the entire self-evaluation and transition plan project;
 2. descriptions of accessibility barriers found in communications and language and an explanation of their relative impact to access;
 3. references to applicable codes for effective communication and website accessibility to assist with correcting the barrier;
 4. proposed solution(s) to eliminate each communication and website navigation barrier; and
 5. when applicable, cost estimates may be included for each programmatic solution, however most programmatic solutions would not be expected to have an associated cost.
- c. DAC will provide the City with an Executive Summary that includes the findings are recommendations prepared from the reviews of the City's communications and website review. The Executive Summary will include a synopsis of the comprehensive website review which will be issued separately as a related and referenced report. The Executive Summary will identify programmatic issues found in public communications and the City's public facing website that limit accessibility. The Executive Summary and website review report will include recommended solutions for eliminating each barrier and an estimate associated cost, if applicable. Most programmatic recommendations would be expected to involve little to no cost to implement.

Task 3 - Comprehensive ADA Self-Evaluation and Transition Plan

1. DAC will assist the City to develop a comprehensive ADA self-evaluation and transition plan based upon the results of the barrier assessments, policy reviews, and comments from City staff. The ADA transition plan will include all information necessary to comply with Title II of the ADA, including but not limited to, the following:
 - a. The methodology for performing the self-evaluation of existing barriers to accessibility and recommendations of methods to remove them;
 - b. A summary of findings of the self-evaluation of facilities, policies, programs, and practices;
 - c. The recommendations for remedial measures to correct deficiencies and a methodology for prioritizing barrier remediation;
 - d. Cost estimates for recommended remediation measures;
 - e. Assistance with an implementation schedule that includes milestones or measures of achievement for monitoring implementation;
 - f. Recommendations for procedures and forms for monitoring implementation;
 - g. Recommendations for procedures for periodically reviewing and updating the ADA transition plan;
 - h. Recommendations for procedures and forms for performing evaluations of additional barriers;
 - i. Recommendations for procedures and forms for filing requests for accommodation;
 - j. A list of references and contact information for ADA and accessibility related resources; and
 - k. Identification of the City official with overall responsibility for implementation of the plan.
2. DAC will present the draft ADA transition plan and subsequently, the final proposed ADA transition plan findings to City Staff by issuing logins to the DACTrak accessibility management software and conducting an interactive training session via teleconference.

DAC can also present the final document to the City Council. It is not required or recommended that the Council adopt the transition plan as projected dates of completion may become problematic if they are not met. A transition plan is meant to be developed as a flexible plan, allowing for changes and adjustments over time to meet the ongoing needs of the City.

- a. In addition to providing the City with access to DACTrak to view and download reports, DAC can deliver three (3) bound copies of the final self-evaluation and transition plan to the City if requested, as well as Microsoft Excel, KML and ESRI Shapefile for available exterior reports. The Executive Summary will be provided to the City in both Word and PDF formats and can also be printed if requested. If the City chooses not to use DACTrak, all data files and project maps and drawings associated with the self-evaluation report and transition plan will be provided to the City in a mutually agreed format. All data collected will be property of the City.
3. The self-evaluation transition plan will be completed no later than October 15, 2021, with an anticipated completion date of October 8, 2021.

Detailed Approach for a Successful Project

In addition to the previous scope of work summary, tasks will also include, but are not limited to the following:

Orientation/Project Meeting and Clarification of Project Scope and Schedule

DAC will conduct an initial project kickoff meeting with selected City staff to clarify roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of City facilities, recreational areas and public rights-of-way and identify key City personnel related to the project scope. To ensure an efficient commencement of the project in order to meet the deadline requirements, the kickoff meeting may be held via teleconference. More specific activities will include:



- ☐ Information that is needed will be clarified at the initial orientation meeting. The initial meeting will also clarify proposed activities and provide a collaborative framework to discuss project strategies. The project methodology is generally designed to develop a comprehensive plan without placing additional activities and impact upon City staff.
- ☐ Barbara Thorpe will be designated as the project manager and will also serve as policy and program analyst. She will be the DAC contact for the project and serve as the point of contact for the City. The designated team members that will coordinate the inspection team during the facility reviews will be Michael Boga and Candice Pursch. The management approach will include coordination and assistance from DAC office staff under the direction of Jennie Grover, Director of Administrative Services, Tim Mahoney, General Manager and Candice Pursch, Director of Accessibility Services.
- ☐ Specific methodologies and data collection will be clarified. Timelines and benchmarks will be developed. Operational and procedural requirements will be reviewed, such as coordination of schedules, name tags, project dates and other relevant information. DAC staff members wear DAC uniform shirts and have DAC identification badges.
- ☐ The initial orientation meeting will include an assessment of any previous compliance activities and areas of current or potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan. The review and documentation of prior initiatives will also build a more defensible plan if the City is challenged by litigation.
- ☐ Project objectives will be clarified and elements that may be unique or of importance for the City will be discussed.
- ☐ Hours of operation, schedules and City activities by location will be discussed.

Survey of Facilities, Parks and PROW, Compliance Assessment Reports and Software for Transition Plans

- ❑ DAC will conduct the surveys of the interior and exterior areas of each City building, facility recreational area and public right-of-way identified in the RFP and confirmed at the kickoff meeting.
- ❑ DAC will prepare reports identifying each physical element within the public areas of each of the City buildings, facilities, recreational areas and public right-of-way that is out of compliance with the ADA and related codes and regulations or otherwise hinders or prevents access to persons with disabilities.
- ❑ As required by the ADA, the 2010 ADA Standards will be compared with state codes and the standard that provides the greater level of accessibility utilized. As DAC collects actual measurements of as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change, and the plan needs to be updated.
- ❑ DAC will provide the City with DACTrak online accessibility management software for City staff to generate reports in multiple styles and file formats. DACTrak reports will include, but may not be limited to the following:
- ❑ DAC collects as-built dimensions as they relate to ADA and other relevant code and guideline access;
 - Initial prioritizing of non-compliant findings relative to the level of impact to access;
 - Reference to code or codes defining the barrier to access;
 - Proposed solution(s) to eliminate the barrier;
 - Individual detailed cost estimate for each solution;
 - At least one digital photograph of each barrier to access;
 - Detailed location description, including GIS coordinates for available outdoor areas, to further identify the barrier when available.

- ❑ Assessments and reports will include a high degree of detail with photographs, code references, cost estimates and GIS information when applicable. The DACTrak software provides the user with the capability to generate reports in multiple formats such as progress reports, additional prioritizations, preset reporting features and other custom reports. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier

- removal priorities. The DACTrak software provides an easy to use accessibility management platform that exceeds the ability to manage the plan by hard copies and binders. The assessment report of each facility will include cost estimates to correct deficiencies in accordance with the ADA or other applicable federal or state accessibility codes.
- ❑ Barriers are identified by building, floor or location and given a unique identifier record number to assist with navigation in the accessibility software and location of the finding and recommendation by area and site. Estimated applicable costs will be given by item and element in accordance with industry standards. Costs can be easily adjusted to adhere to any cost estimates the City may utilize.
- ❑ Physical access problems that require structural solutions will be documented in the compliance assessment reports that will be used to develop the transition plan. The proposed method for barrier removal will be provided. The transition plan will identify physical barriers that may limit accessibility of the City programs, services or activities for individuals with disabilities. The schedule for removal of barriers and appropriate timelines will be developed in consultation with the City.
- ❑ Identified barriers and obstacles will be prioritized as discussed in the Scope of Work. Use of the DACTrak software will provide the City with an additional tool to reprioritize items depending upon the unique and

ongoing needs of the City and public comments during the public input process. Public and nonpublic areas will be identified, if requested. Employee only areas, for example, are usually given a lower priority for barrier removal.

- Detailed findings, inspection intake records and digital photos are recorded during the intake process. Findings are incorporated into the transition/barrier removal plans. Information collected during the survey process is preloaded by DAC into our DACTrak accessibility management software.

The DAC surveys of the public rights-of-way may include, but would not be limited to:

Sidewalks

- Width
- Cross Slope
- Running slope
- Changes in elevation greater than 1/4 inch and changes in elevation that are not beveled up to 1/2 inch
- Any obstructions in the sidewalk that obstruct or narrow the path of travel such as protruding objects and items that narrow the required width
- Street furniture
- Collection of GIS location information and photographs



Signalized Intersections

- Crosswalks
- Pedestrian ramps-curb ramps; width, slope, side flares, grooved borders, truncated domes, alignment with the crosswalk
- Accessible pedestrian signals
- Traffic stop bars

DAC uses a comprehensive approach to inspecting public rights-of-way. In order to conduct an assessment of all of the requirements in the PROW, DAC accessibility specialists walk each mile of sidewalk to record manual measurements and photographs of the field conditions and enter the information into our DACTrak tablet in the field. DAC has found that the use of automated equipment for running slopes on sidewalks, such as ultra-light profilers, do not provide an actual measurement, but only provide a chart showing ranges. In some cases, if a change in level is greater than 1/2 inch, no actual quantifiable information is reported of how much greater the severity. In order to get the actual measurements for the sidewalks, the use of a “profiler” does not provide the measurements needed for items such as vertical clearance and street furniture.

The on-site facility team leader conducts a quality assurance review and contacts the field inspector regarding any items in the report that may need further investigation. The on-site facility team leader completes any necessary edits and the final quality control editor is notified that the report is ready for the final edit.

Cost estimates are refined by Michael Boga, Senior Director of Accessibility Services, in collaboration with the City. If the City has utilized cost estimates for standard nonaccessible items or elements, then the City’s costs can be entered into the DACTrak program.

As is the case with most public entities, due to the limited City staff availability it is the intent of DAC to conduct the surveys with as little burden on the City staff as possible.

DAC team members will conduct on-site inspections on our DACTrak tablets and export the on-site field conditions for processing by our servers the same day of the inspection while located in the City. Thus, the draft report is ready the same day or at the end of the inspection of the site. Cost estimates are then refined by Michael Boga, Senior Director of Accessibility Services, in collaboration with the City. If the City has utilized cost estimates for standard nonaccessible items or elements, then the City’s costs can be entered into the DACTrak program.

The on-site facility team leader conducts a quality assurance review and contacts the field inspector regarding any items in the report that may need further investigation. The on-site facility team leader completes any necessary edits and the final quality control editor is notified that the report is ready for the final edit.

As is the case with most public entities, due to the limited City staff availability it is the intent of DAC to conduct the surveys with as little burden on the City staff as possible.

Additional Recommended Tasks

While not included in the project scope in the City's RFP, a requirement for a complete self-evaluation and transition plan is to offer opportunities for the public to provide input into the development of the transition plan. DAC can offer recommendations and strategies for advertising and collecting input from the public by the City staff.

Summary of Deliverables

The following list includes, but is not limited to, the anticipated deliverables required to complete the project as reflected in the Cost Sheet:

1. The self-evaluation process recommendations including proposed procedures and forms;
2. Draft barrier assessment surveys for all City buildings, parks, open spaces, public rights-of-way, programs, services, communications and webpages subject to the requirements of the ADA. Reports will be provided through DACTrak or in hard-copy and electronic formats as requested and applicable;
3. Final barrier assessment surveys for all City buildings, parks, open spaces, public rights-of-way, programs, services, communications and webpages subject to the requirements of the ADA. Reports will be provided through DACTrak or in hard-copy and electronic formats as requested and applicable;
4. Draft access compliance assessment reports for all City buildings, parks, open spaces, public rights-of-way, programs, services, communications and webpages subject to the requirements of the ADA. Reports will be provided through DACTrak or in hard-copy and electronic formats as requested and applicable;
5. Final access compliance assessment reports for all City buildings, parks, open spaces, public rights-of-way, programs, services, communications and webpages subject to the requirements of the ADA. Reports will be provided through DACTrak or in hard-copy and electronic formats as requested and applicable;
6. Draft self-evaluation Executive Summary report submitted in hard copy and electronic formats as requested;
7. Final self-evaluation Executive Summary report submitted in hard copy and electronic formats as requested;
8. Assistance with public meeting agendas and minutes, as appropriate;
9. Draft transition plan provided through DACTrak, hard-copy and electronic formats such as PDF, Word and Excel as requested;
10. Final transition plan provided through DACTrak, hard-copy and electronic formats such as PDF, Word and Excel as requested;
11. DAC staff can attend at least two meetings, at the request of City staff, to present the City's ADA Self-evaluation and Transition Plan for review and acknowledgement. It is not required or recommended that the Board adopt the transition plan as projected dates of completion may become problematic if they are not met. A transition plan is meant to be developed as a flexible plan, allowing for changes and adjustments over time to meet the ongoing needs of the City; and
12. DAC will coordinate and arrange project meetings with City staff as needed.



Innovative Tools, Strategies and Best Practices

Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-way. DACTrak was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field. DACTrak is interactive online software and is not an enhanced excel spread sheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software.

Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. DACTrak is not an excel spreadsheet, but actual software that has been developed by our company to assist with the implementation and documentation of the City's ADA plan and provides photographs of as-is site conditions, which has proven to be valuable documentation. Findings and recommendations, in addition to other data are preloaded into the DACTrak software. As DAC owns and licenses the DACTrak software, we can make custom modifications for our clients.

The DACTrak program is accessed through a secure website that is compatible with all current major internet browsers. There is no software program file to download or install on the City's servers or computers in order to access and manage report data on DACTrak. All maintenance and updates to the DACTrak software are performed by DAC's in-house IT Team, therefore there is no burden on the City's IT staff to maintain or administer any software, programs or databases.

The data contained in the database shall be the property of the City when the ADA Transition Plan compilation is complete. DAC proposes that the City use DACTrak to facilitate ongoing monitoring and updating of the final transition plan. If the City chooses not to use the DACTrak online management software, DAC can provide reports to the City in a compatible format such as Excel and PDF.

The screenshot displays the DACTrak software interface, which is designed to look like a Microsoft Excel spreadsheet. The interface includes a ribbon at the top with tabs for File, Home, Insert, Page Layout, Formulas, Data, Review, View, and Help. The main area is divided into a data table and a photo gallery.

Record Number	Picture	Category	Location	Sub Location	Description	Sub Description	Items
28264	42413	Parking	Exterior	Parking Lot	Center Accessible Space	Access Aisle Slope	
28263	42413	Parking	Exterior	Parking Lot	Center Accessible Space	Van Accessible Signage	
28262	42413	Parking	Exterior	Parking Lot	Center Accessible Space	Parking Space	
28261	42413	Parking	Exterior	Parking Lot	Center Accessible Space	Parking Space Slope	
28257	42411	Parking	Exterior	Parking Lot	Left Accessible Space	Access Aisle Slope	
28255	42411	Parking	Exterior	Parking Lot	Left Accessible Space	Accessible Signage	
28254	42411	Parking	Exterior	Parking Lot	Left Accessible Space	Parking Space Slope	
28258	42408	Parking	Exterior	Parking Lot	Right Accessible Space	Parking Space Width	
28259	42408	Parking	Exterior	Parking Lot	Right Accessible Space	Parking Space Slope	
28260	42408	Parking	Exterior	Parking Lot	Right Accessible Space	Accessible Signage	
28283	42296	Path of Travel	Exterior	Walkway from East Entrance to North Entrance	Change in Level	Change in Level	
28248	42299	Path of Travel	Exterior	Walkway from Parking Lot to West Entrance	Step	Stairs or Steps Obstruction	
28285	42302	Path of Travel	Exterior	Walkway from the Accessible Spaces to East Entrance	Exterior Walkway	Walking Surface Cross Slope	
28286	42302	Path of Travel	Exterior	Walkway from the Public Right of Way at Edwards Avenue to East	Exterior Walkway	Opening	

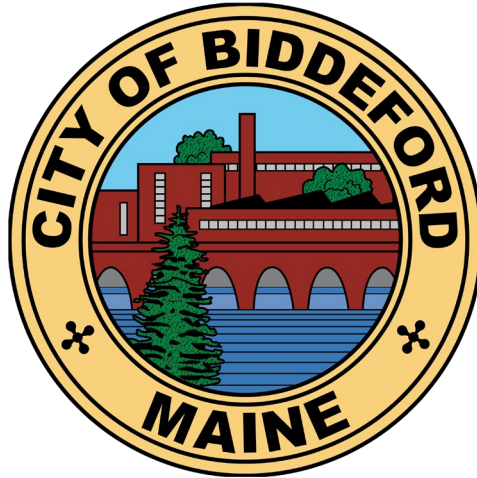
The photo gallery on the right side of the interface shows two photographs of a building and its parking lot. A red arrow points from the 'Picture' column of the table to the photo gallery. The first photo shows a parking lot with a blue wheelchair symbol and a red arrow pointing to the 'Right Accessible Space' column. The second photo shows a building with a red arrow pointing to the 'Path of Travel' column.

Additional Information

Due to size limitations, DAC is providing additional information as a separate attachment. The additional information includes example screen shots of the DACTrak online accessibility management software, and samples of DACTrak transition plan reports prepared for public entity clients in hard copy, as well as PDF, Excel and KML file examples included on the accompanying USB flash drive. An example of an Executive Summary report recently completed for the Town of Amherst is also included on the flash drive.



**Fee Proposal
Response to Request for Proposal**



**Americans with Disabilities Act (ADA) Self-evaluation
and Transition Plan**



**Disability Access Consultants, LLC
800.743.7067**

Fee Proposal

The following Fee Proposal chart is a total not-to-exceed cost that includes all expenses. DAC does not use subconsultants.

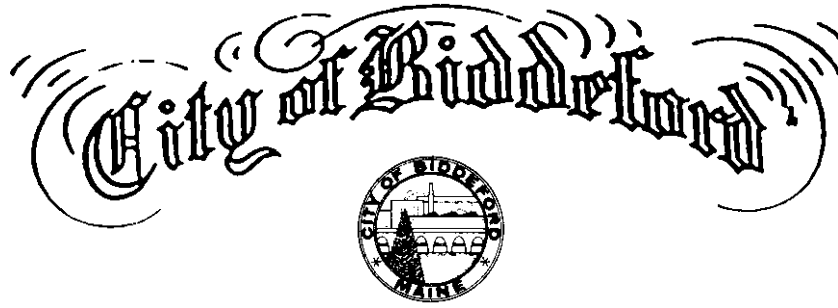
No.	Item Description	Type	Cost	Notes
1	Self-Evaluation Proposal	Self-Evaluation	\$1,800	Develop and recommend a process including relevant forms to facilitate the Self-Evaluation.
2	Draft Barrier Assessment Surveys	Self-Evaluation	\$51,185	Draft surveys and documents to assess accessibility barriers for all elements that are subject to the requirements of the ADA.
3	Final Barrier Assessment Surveys	Self-Evaluation	\$2,390	Final surveys and documents to assess accessibility barriers for all elements that are subject to the requirements of the ADA.
4	Draft Access Compliance Assessment Reports	Self-Evaluation	\$2,140	Draft reports that summarize the results of the barrier assessment surveys that cover all elements that are subject to the requirements of the ADA.
5	Final Access Compliance Reports	Self-Evaluation	\$3,060	Final reports that summarize the results of the barrier assessment surveys that cover all elements that are subject to the requirements of the ADA.
6	Draft Self-Evaluation Report	Self-Evaluation	\$3,320	Based on the results of the Access Compliance Reports, develop the draft of the comprehensive Self-Evaluation Report that will cover all elements that are subject to the requirements of the ADA.
7	Final Self-Evaluation Report	Self-Evaluation	\$960	Final version of the comprehensive Self-Evaluation Report that will cover all elements that are subject to the requirements of the ADA.
8	Public meeting agendas and minutes	Project Management	\$700	Consultant will contribute to the development of public meeting agendas and meeting minutes as needed.
9	Draft "Self-Evaluation Report and ADA Transition Plan"	Transition Plan	\$1,920	Draft the ADA Transition Plan based on the results of the Self-Evaluation Report.
10	Final "Self-Evaluation and ADA Transition Plan"	Transition Plan	\$610	Final comprehensive ADA Transition Plan based on the results of the Self-Evaluation Report.
11	Attendance at a minimum of one City Council meeting	Project Management	\$790	Consultant will attend at least one City Council meetings to present the Self-Evaluation Report and ADA Transition Plan for review and adoption.
12	Project meetings with City staff	Project Management	\$2,100	Consultant will periodically meet with City staff to give project updates and discuss the project as needed.

The total not-to-exceed fee is \$70,975 to complete all tasks in the preceding chart.

This fee proposal is signed by Tim Mahoney who is authorized to obligate DAC contractually and negotiate with the City. This proposal is valid and irrevocable for a minimum of forty-five (45) days from the submittal deadline date.

Respectfully submitted by Tim Mahoney, General Manager

A handwritten signature in blue ink, appearing to read "Timothy J. Mahoney". The signature is stylized with a large, looping initial "T" and a cursive "Mahoney".



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.

AGREEMENT BETWEEN
THE CITY OF BIDDEFORD, MAINE
AND THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 3107
AFL – CIO - CLC FOR
THE BIDDEFORD FIRE DEPARTMENT

July 1, 2015~~20~~ to June 30, 2023~~18~~

TABLE OF CONTENTS

<u>ARTICLE #</u>		<u>PAGE #</u>
1	PREAMBLE	
2	RECOGNITION	3
3	APPENDICES & AMENDMENTS	3
4	AVAILABILITY OF AGREEMENT	3
5	BEREAVEMENT LEAVE	3
6	BULLETIN BOARDS	4
7	CALL BACK FROM BOX ALARM	4
8	CLOTHING ALLOWANCE	5
9	COURT TIME	6
10	DAYTIME SHIFT COVERAGE	7
11	DETAILS TO OTHER CITY DEPARTMENTS	7
12	DISCRIMINATION	7
13	DUTIES	8
14	EMERGENCY RESPONSE TIME	8
15	GRIEVANCE PROCEDURE	8
16	HOLIDAYS	9
17	INSURANCE	11
18	JURY DUTY	12
19	LEAVE OF ABSENCE	12
20	LEGAL AID AND PROTECTION	12
21	MAINE DRIVER'S LICENSE	13
22	MANAGEMENT RIGHTS	13
23	NO STRIKE	13
24	OVERTIME	14
25	PART TIME WORK	16
26	PAYROLL DEDUCTION OF DUES	16
27	PERSONNEL RECORDS	17
28	PERSONNEL REDUCTION	17
29	PROMOTIONS	18
30	RETIREMENT	19
31	RULES AND REGULATIONS	20
32	SENIORITY	20
33	SHIFT EXCHANGE	22
34	SICK LEAVE	23
35	TRAINING	25
36	UNION BUSINESS	26
37	UNION MEETINGS	27
38	UNION REPRESENTATION	27
39	UNION SECURITY	27
40	VACATION	28
41	VALIDITY CLAUSE	29
42	WAGES-LONGEVITY	29
43	WORKERS COMPENSATION	33
44	WORKING HOURS	33
45	WORKING OUT OF CLASSIFICATION	33
46	TERM OF AGREEMENT	33

ARTICLE 1 PREAMBLE

This Agreement has been entered into this day of July, 2012 by and between the City of Biddeford (hereafter referred to as the City) and the Biddeford Fire Fighters Association Local 3107 of the International Association of Fire Fighters, (hereafter referred to as the Union) pursuant to the provisions of the Municipal Public Employees Labor Relations Law, Title 26, M.R.S.A., Chapter 9A, Section 961 through 974, as amended; the parties hereto have entered into this Agreement in order to establish mutual rights, and to preserve proper employee morale.

ARTICLE 2 RECOGNITION

Section 1: The City recognizes the Union as the sole and exclusive agent for all regular, permanent, uniformed (including any identified as Per Diem Fire/EMS) employees of the Fire Department, excepting only the Fire Chief, Assistant Chief(s) and Deputy Chiefs, for the purpose of bargaining, pursuant to the provisions of the Municipal Public Employees Labor Relations Law, Title 26, M.R.S.A., Chapter 9A, Section 961 through 974, as amended. The term “employees” as used herein shall mean those employees included in the bargaining unit defined in the preceding sentence.

Section 2: The Union shall provide the Fire Chief or his designee with a list of all Union Officials names and positions held and the Union shall keep such list current with the Fire Chief.

Section 3: Every March, the Union shall provide the Fire Chief with a list of all Union Officials names, positions held and the Union shall keep such list current with the Fire Chief as necessary.

Section 4: The City shall have the right to use Per Diem employees to supplement the work force. The use of per diem employees shall be limited by the following:

- a) The City may use up to two (2) per diems per shift after there are forty-four (44) union positions funded by the City.
- b) The City may use up to four (4) per diems per shift after there are forty-eight (48) union positions funded by the City.
- c) The City may use up to six (6) per diems per shift after there are fifty-two (52) union positions funded by the City.

Section 5: The City may use per diem to fill any extended long-term absences (more than sixty 60 days) with a qualified per diem.

ARTICLE 3 APPENDICES AND AMENDMENTS

Section 1: All appendices and amendments to the Agreement shall be subject to all of the provisions of this Agreement and shall be numbered, dated and signed by the respective parties.

ARTICLE 4 AVAILABILITY OF AGREEMENT

Section 1: The City shall furnish the Union with an electronic signed copy forty (40) copies of the collective bargaining Agreement within thirty (30) days after the signing of this Agreement. ~~The City also agrees to provide the Union with a disk of the contract or provide the contract electronically.~~

~~**Section 2:** The City agrees to provide the Union with a disk of the contract or provide the contract electronically~~

ARTICLE 5 BEREAVEMENT

Section 1: Twenty-Four [24] hours (one full shift) shall be granted for Spouse, Parent, Child, Sibling, Grandparent (in-laws included). Twelve [12] hours shall be granted for Aunt, Uncle, Niece or Nephew (in-laws included). In certain circumstances the Fire Chief may allow more time to be used for Bereavement on a case-by-case basis.

Section 2: Upon request to accommodate unique or special circumstances, the Fire Chief may allow additional time to be used for Bereavement Leave on a case-by-case basis.

ARTICLE 6 BULLETIN BOARDS

Section 1: The employer shall provide space in the Fire Station for a Union bulletin board. All Union employees shall have access to the bulletin board.

Section 2: The space provided for the bulletin board shall be a location mutually agreed upon by the Union Officials and the Fire Chief.

Section 3: It will be the responsibility of all employees to check these notices. Rule changes, posting of positions, work assignments, and so on will be posted on this board.

ARTICLE 7 CALL BACK FROM ~~BOX ALARM~~ ALL HANDS

Section 1: In the event of a recall for ~~a desk box~~ All Hands from an off-duty status, an employee shall receive a minimum of Six (6) hours pay at a rate of time and one half (1 ½) of the employees' rate of pay for a ~~Desk-Box~~ All Hands. If callback occurred prior to 07:00 then the oncoming shift shall be compensated for the full box alarm. If callback occurs between the hours of 07:00 and 08:00 the oncoming shift shall be compensated for whatever part of that hour at time and one half (1 ½). If all out occurs between the hours of 08:00 and 09:00 the off going shift shall be compensated at time and one half (1 ½) for whatever part of that hour all out occurs. In the event all out occurs past 09:00 then the off going shift shall be compensated for the full box alarm. Eligibility for call back premium requires response to the scene within ~~twenty (20)~~ thirty (30) minutes of the alarm, with employees required to immediately respond upon

notification. Furthermore, to qualify under this article, a special call is one for which there is a need for a specialized team. Employees called into the station for such calls, as a forecasted flood, hurricane, blizzard, or search and rescue shall be compensated for hours actually worked.

Section 2: The Officer in charge will notify Fire Alarm at the beginning of each shift as to the number of manpower on duty. In the event there are insufficient duty personnel to cover Central Station apparatus, the following shall be implemented:

Apparatus Call back:

1. Fire Alarm will immediately tone out for apparatus coverage.
2. After receiving phone calls from qualified personnel, the OIC will be notified via intercom as to who will be responding. All personnel will call Fire Alarm (current number at (207) 282-5127) or via the intercom from Central Station, you will not call Central Station. When calling, give name and E.T.A.
3. If no regular force personnel call within five minutes, OIC will be notified.
4. Fire Alarm will tone for coverage of apparatus. Anyone in the Biddeford
 - i. ~~Fire Department~~ regular force will be eligible for call back.
5. Fire Alarm will tone Biddeford Central Station. The first two calls
 - i. received by the Communication Center will qualify for overtime. Said employees must respond to Central Station within 15 minutes of calling in.

Section 3: Personnel responding to this special call back provision will be paid a minimum of two hours at time and one-half their regular hourly rate of pay. All personnel may be kept for the entire two-hour period and/or until a minimum of 6 personnel are located at central station.

Section 4: All full time members that respond to twenty five percent (25%) of the cumulative total of all hands, call backs and desk boxes in a calendar year shall receive a five hundred dollar (\$500.00) bonus payable by February 15th of the following year.

**ARTICLE 8
CLOTHING ALLOWANCE**

Section 1: The parties agree to create and maintain a Fire Department SOP through their LMC that outlines the requirements for purchasing and wearing the Department's Dress and Work Uniforms so that members of the department display a neat, safe and professional appearance while in a duty status. The City will pay the cost of initial acquisition of uniforms for firefighters. Regular full time members ~~The following~~ shall be furnished:

Two ~~(2)~~ Pairs of Trousers or Cargo Pants
Two ~~(2)~~ Shirts with Embroidery; the parties will use the LM process to redesign the shirts.

Two (2) Polo or T-Shirts

One ~~(1)~~ Bell Firefighters Hat with Badge

~~One (1) Ruben Sweatshirt~~

One ~~(1)~~ Baseball Cap

One ~~(1)~~ Three Season Jacket

One (1) Class 'A' Uniform, upon successful completion of probation period.

The City will pay the cost for uniforms for per diem employees. The uniforms will not be different in appearance from the full-time employees. The exact issuance will be determined by the City normally not to exceed two (2) sets of work uniforms and based on the amount of expected hours the specific member will be working. All per diem employees will return all city issued clothing and gear upon separation.

Section 2: Unit members will receive a clothing allowance in the amount of six hundred dollars \$600.00 per contract year. Employees must purchase from the approved list and provide documentation of the purchases; Failure to do so shall result in the City issuing the proper IRS documentation for compensation. If City chooses to change to debit card system, Union agrees as long as the allowance amount does not decrease. ~~The Uniform Allowance increase will be retroactive to July 1, 2015 as mutually agreed to by the parties.~~

Section 3: If an employee is hired between July 1 and December 31 he/she will receive a clothing allowance check the following July 1st. If hired between January 1 and June 30 he/she will not receive a clothing allowance check on July 1st of that year.

Section 4: A clothing allowance will be paid to each full-time firefighter on a separate check other than payroll for the purpose of replacing damaged and/or worn out clothing. This shall be paid in July of each year. Badges and insignias shall be supplied by the City of Biddeford. A discontinuance of a standard issue, the accepted replacement shall not necessitate a change in the standard issue or the clothing allowance. If employees are required to purchase full dress uniforms, the cost of said uniform must be borne by the City.

~~**Section 5:** If changes to the standard uniform issued are requested by the employees, and are approved by the Fire Chief, then said approved changes shall be borne within the employee's clothing allowance.~~

Section 56: The City will pay the cost of acquisition and replacement due to damage and excessive use of fire protection equipment. The City will provide items in accordance to Maine State Law and NFPA regulations, as follows:

NFPA 1971 apply to the following equipment: Body Protection Hand Protection
Head, Eye and Face Protection Foot and Leg Protection

Above issued equipment shall be returned to the Chief upon separation of employment with the Biddeford Fire Department.

Section 76: An employee who for any reason leaves the employ of the Fire-Department ~~prior to the completion of one (1) year of service,~~ shall return the summer/winter coat and the Class A uniform. If the employee leaves prior to the completion of one (1) year of service they will also return along with the bell cap, all badges and all insignias. Any employee that retires from the department may keep the Class A uniform.

Section 7: Effective the signing of the contract in 2021, the City shall submit the revised Uniform SOP to the LMC within ninety (90) days. The revised policy shall, at a minimum, include the following items:

- a. Redesign of the uniforms in order to minimize the public's possible perception that the members are law enforcement; and
- b. the inclusion of the polos and/or t-shirts as part of normal work uniforms for some regularly occurring on duty status; and
- c. a planned implementation to outfit all members with the revised uniform SOP within a reasonable time frame, not to exceed August 1, 2022. The implementation plan may be phased in over that period in order to provide the redesigned commonly worn clothing at an accelerated rate for the purposes of employee safety. Said implementation plan shall make any member that bought their own Class A uniform (not to include clothing allowance funds) whole by reimbursing them four hundred dollars (\$400).

The parties agree to allow the current informal uniform practice that is currently in place because of the pandemic to continue until the new SOP is adopted or October 15, 2021 whichever occurs first.

ARTICLE 9 COURT TIME

Section 1: Any employee, who is subpoenaed for testimony in the course of employment with the City to attend court, depositions, arbitration hearings, or labor board hearings for job related, off-duty testimony will receive a minimum of two (2) hours of pay at the applicable rate plus an amount equal to that of the cities mileage rate from their residence or central fire station, whichever is closer, for such attendance. If the employee is required to stay in attendance for more than two (2) hours in anyone day, he will be paid at the applicable rate for the actual hours spent in attendance that day. If a fee is received for such attendance, it shall be given to the City. This article covers only those circumstances where the employees' participation is solely for the benefit of the employer and/or is required as the result of the employees' duty to the employer.

Section 2: If an employee is on duty, the Department shall cover the employee for the duration of court time to include travel time to and from the Courthouse.

ARTICLE 10 DAYTIME SHIFT COVERAGE

Section 1: Between the hours of 8:00 am and 6:00 pm Monday through Friday a Chief Officer will be allowed to cover a Unit Members work shift provided it is for limited time. (I.e. A person takes a few hours off as permitted by this agreement like a doctor's appointment then the Chief Officer would be allowed to cover during that period without hiring overtime.) If a Chief Officer fills a Unit Members position, then the officer on duty would fill a slot by seniority and the Chief Officer would fill the Officer's slot.

ARTICLE 11

DETAILS TO OTHER CITY DEPARTMENTS

Section 1: While the detailing of employees shall be the sole responsibility of the Chief, the City agrees that no employee will be detailed to other City Departments except in case of emergency, except to perform small tasks where either the fire department personnel have a unique skill and/or the city purchased equipment would invaluable to assist.. A labor dispute will not be deemed an emergency.

ARTICLE 12 DISCRIMINATION

Section 1: The employer agrees not to discriminate against any employee for his activity in behalf of, or membership in the Union. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, religion, sex and/or handicap. If so applicable, whenever a male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE 13 DUTIES

Section 1: The duties of employees shall normally include but not be limited to the prevention, control and extinguishment of fires; emergency medical response, emergency rescue, care and maintenance of the fire alarm system, minor maintenance* of equipment the readiness and appearance of BFD assets, the care and spot maintenance maintaining of all Department quarters utilized by the employees and carrying out the duties of the ambulance division.

Section 2: It shall be the responsibility of any employee having custody of any equipment to see that it is properly cared for, kept clean and returned to its place of storage.

Section 3: ~~All employees shall not as part of a tour of duty perform services for any private interest. *Minor maintenance means anything one can do without the aid of special tools~~ The Parties recognize that routine maintenance on BFD apparatus, buildings and grounds is essential in providing a workplace free from recognized hazards, working and living conditions that are neat and clean and to present a professional environment for BFD personnel and the Public we serve. Beyond the current practice, the Labor Management Committee process will be used to establish and maintain the routine maintenance list that outlines those minor maintenance requirements that may be performed by unit employees for BFD apparatus, buildings and grounds that will be scheduled periodically on a day-to-day basis and throughout the calendar year. Routine maintenance shall not take priority over any scheduled training. In regard to the 'greasing' of the aerial, the parties agree that the members will perform the daily checks of spot greasing the truck. The more extensive 'greasing' service will be performed by a trained mechanic.

Section 4: Normally, routine maintenance of BFD apparatus, buildings and grounds will be performed during the hours 0800 – 1700 hours. Special BFD projects to enhance/repair and/or upkeep apparatus, buildings and grounds not defined as routine maintenance will be presented to the LMC for review and action. Special Projects normally will be performed

by those unit employees with a special skill set and/or interest in working on the special project and who volunteer for these projects unless otherwise agreed to by the parties. The Parties will attempt to schedule these special projects in a way not to interfere with BFD mission requirements, readiness or scheduled training.

-

ARTICLE 14 EMERGENCY RESPONSE TIME

Section 1: ~~Any new~~All employees hired ~~after July 1, 1985~~are encouraged –but not required~~must to~~ reside within a twenty (20) air mile radius of the Biddeford Central Fire Station. All full time employees that meet the requested residency requirement for the full year (December to November) shall receive an annual bonus of five hundred dollars (\$500.00) payable by December 15 of each year. ~~Current employees not complying with this section as so noted in Appendix A and shall be allowed to continue to live at the residences. However, if the employee gives up that specific residence, they must comply with this section.~~

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1: The purpose of the grievance procedure shall be to settle all Union and/or employee grievances as quickly as possible, so as to ensure efficiency and promote employee morale within the Department. The union must file a grievance within ~~ten~~ twenty one (21) (10) days of first knowledge of the employee of the events precipitating the grievance. If the grievance filed seeks a financial obligation by the City, the Union must notify the City as soon as the issue is known and not less than within the (10) days.

Section 2: A grievance shall be considered to be a Union and/or employee complaint concerned with:

- a) Discharge, suspension, or other disciplinary action;
- b) Interpretation and application of Fire Department rules & regulations;
- c) Alleged violation of any of the terms of this Agreement; and all conditions of employment.

Section 3: Should the Union or an employee feel aggrieved, the adjustment of the grievance shall be sought as follows:

- a) The Union shall submit the details of such grievance in writing to the Chief of the Fire Department or his designee. Within ~~five (5)~~fifteen (15) days thereafter, the Chief or his designee shall meet with the Union for the purpose of

adjusting or resolving such grievance.

- b) If such grievance is not resolved to the satisfaction of the Union by the Chief or his designee within five (5) days after said meeting, the Union may submit such grievance in writing within fifteen (15) days after said reply from the Chief, to the City Manager. The City Manager shall render a written decision within ten (10) days of receiving said grievance.
- c) If the grievance is still unsettled, either party may within fifteen (15) days after the reply of the City, by written notice to the other, request arbitration.

Section 4: The arbitration proceeding shall be conducted by an arbitrator to be selected by the Union and City within seven (7) days after notice has been given. If the parties fail to select an arbitrator, either party may request the assignment of an arbitrator by the American Arbitration Association, or the Maine Board of Arbitration and Conciliation. The decision of the arbitrator shall be binding and final on the parties, and the arbitrator shall be requested to render his decision in writing within thirty (30) days after the conclusion of the testimony and argument.

Section 5: Expenses for the arbitrator's services and the proceedings shall be shared equally by the Union and City. However, each party shall be responsible for compensating its own representatives or witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available to the other party and to the arbitrator.

ARTICLE 16 HOLIDAYS

Section 1: The following shall be paid holidays and the holiday pay will be paid for the day the holiday is observed.

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 2: Holiday pay shall be paid at the employee's regular rate of pay for twelve (12) hours. All personnel will fall in this category. Commencing at 08:00 on Christmas and Thanksgiving Day working employees will receive an additional half hour (0.5) of pay for the actual hours worked on said holiday. This additional pay is not paid to any member(s) that are called back to work for any other reason.

Section 3: In order to receive holiday pay, an employee will work the holiday. In the event an employee is sick on the holiday, said employee must obtain a doctor's note from work well (i.e. outpatient) on the same date as the holiday in order to receive holiday pay. The City agrees to cover the cost of the doctor's note acquired at work well or outpatient.

Section 4: Unit members shall be allowed to convert up to eleven (11) twelve [12] hour holidays (maximum total of 132 hours) from a cash payment to time off, called "City Saving Days", (one 24 hour scheduled shift for each two converted holidays). The use of this time off must be approved by the Fire Chief or his designee at 07:00-08:00 the morning of the day the employee wishes to convert. The employee may choose a half or whole day. Half days will be from 08:00 to 18:00 or 18:00 to 08:00, unless mutually agreed to.. City Saving Days cannot cause overtime, however, sick blocks or other means of overtime four (4) hours or less will not be counted toward a refusal of a City Saving Day.

At the request of the employee, any unused City Saving Days may be converted back to holiday pay. The request must be made by December 1st for these unused days. They will be paid to the employee via a separate check other than payroll by December 14th. If the employee fails to request the conversion of unused days, any unused days will be used up to December 31st or lost.

ARTICLE 17 INSURANCE

Section 1: Unit members agree to pay twenty percent (20%) of the cost of health insurance coverage. The payment will be made through payroll deductions, in an amount equal to twenty percent (20%) of the annual cost to the City for each employee and dependents divided by the number of paychecks issued during the calendar year. The Union agrees to allow the City to change health insurance carriers with substantially equal benefits. If the City changes from the current Health Insurance Plan then, the City agrees to renegotiate with the Union the employee's contribution up to the twenty percent (20%). This base formula may end up being adjusted from time to time automatically in compliance with section 7 below.

Effective January 1, 2017, all employees that elect to receive health insurance shall enroll in the so-called HMO plan as offered by the City. Employee may elected to stay with the 'premium' insurances offered after that date. However, they must pay the additional premium so that the City's contribution to the premiums will be no more than the actual dollar amount paid for the HMO plan.

Section 2: The City agrees to make available to employees, with the first paycheck in January, the so- called 125 spending account premium-only plan, in accordance with IRS regulations, so long as this plan is allowed by the Federal Government.

Section 3: The City agrees to provide the employees with an insurance buy-out program. If an employee can demonstrate that he/she has appropriate health insurance coverage

elsewhere (other than with the City or Biddeford School Department) and elects to take no insurance coverage, the employee will be ~~allowed to cash in coverage from the City for a family plan \$2000.00 per year paid thirty five percent (35%) of the City's contribution of the single coverage only~~, payable quarterly in a separate check from weekly payroll check.

Section 4: The City shall allow employees hired prior to January 1, 2005 who retire with a minimum of fifteen (15) years of service with the City of Biddeford and has attained the age of 55, to participate in the City's Group Health Insurance until age 62, at his/her own cost. At age 62, the employee will be entitled to 100% of the cost of the single subscriber rate; any dependent coverage shall be paid by the Retiree. When the retiree reaches the age of 65, the City will provide at no cost to the retiree the so- called companion plan. All the above has to be continuous coverage. Any break in the insurance coverage shall release the City of any obligation under this Article. Any employee eligible for this section shall not be eligible for Section 5 below.

Section 5: Employees hired after January 1, 2005 are not eligible for Sections 4 above. Said employees shall contribute \$15 per week to retirement health savings (RHS) which will be matched by the City.

The employer matched contribution amount shall have a ten year (10) vesting period, to coincide with the employees' original date of hire, as follows:

0 to 2 years:	Zero percent (0%)
Over 2 years	Ten percent (10%)
Over 3 years	Fifteen percent (15%)
Over 4 years	Twenty percent (20%)
Over 5 years	Thirty five percent (35%)
Over 6 years	Fifty percent (50%)
Over 7 years	Sixty five percent (65%)
Over 8 years	Eighty percent (80%)
Over 9 years	Ninety percent (90%)
Over 10years	One hundred percent (100%)

Any employee hired prior to effective the date of the signing of this contract shall be considered fully vested for the purposes of Section 5.only.

Section 6: Employees hired prior to January 1, 2005 may elect to forgo the benefit in section 4. If elected to do so, the City will match their mandatory contribution of fifteen dollars (\$15.00) per week into a tax deferred instrument (i.e. 457 plan) agreed to by the parties. If there is no agreement to another option, then the 457 plan will be the default plan. Employees eligible for this option may do so at any time by provided written notification of such to the City. However, once changed, the benefit in section 4 is permanently lost.

Section 7: Effective January 1, 2022, in the event that the annual increase in health insurance exceeds ten percent (10%) in any classification, the formula in section 1 shall be adjusted for the current year and all subsequent years. The incremental increase above said ten percent (10%) shall be equally divided between the City and the union members. For illustration purposes only, if the increase in any given year goes up twelve percent (12%), the dollar value equal to one percent (1%) of the increase shall be added to the employee's share.

Section 8: Effective upon the signing of this contract, the City of Biddeford amends its benefits policy to allow any employee who is eligible to enroll in Maine Municipal Employers Health Trust health insurance the option of enrolling a domestic partner. Any employee who wishes to add a domestic partner will be advised of the requirements set forth in the Domestic Partner Affidavit to add said partner. Furthermore, said employee has been advised there could be tax implication of adding a domestic partner.

The Domestic Partner of an Employee shall be:

- A life partner of either the same sex or opposite sex of the employee;
- Not legally married or separated, to either the employee or anyone else;
- At least 18 years of age and mentally competent to consent to contract;
- Are each other's Domestic Partner and intend to remain so indefinitely;
- Have been each other's Domestic Partner for at least 12 months prior to the date of the signed Affidavit;
- Are not related by blood to a degree of closeness that would prohibit marriage in the State of Maine;
- Are jointly responsible of each other's common welfare; share financial obligations, and share their primary residence

ARTICLE 18 JURY DUTY

Section 1: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid regular wages and any jury duty compensation received shall be signed over to the City.

Section 2: An employee upon release from jury duty must report back to work if such release is during his working hours.

ARTICLE 19 LEAVE OF ABSENCE

Section 1: Any employee, upon application in writing to the Chief, may be granted a leave of absence without pay and without loss of seniority, not to exceed one (1) year, for official union business, personal illness, including maternity or attending school. Leaves that exceed one (1) year's duration will be considered on their merit on a case by case basis. During said leave of absence, the employee will not accrue benefits, but will be allowed to continue health insurance at their own cost. Upon termination of such leaves, the City will, upon notice, return said employee to the formerly held position, providing the position has not been abolished due to budgetary personnel reduction.

If the position has been abolished due to budgetary personnel reduction, seniority shall prevail. Educational leave terminations will be accompanied by proof of completion of courses. Sick leave termination will be accompanied by medical certification of employee's ability to return to his former position. The City will notify the Union whenever any leave is granted and the duration of leave.

Section 2: Military leave shall be granted in accordance with applicable federal and state laws.

ARTICLE 20 LEGAL AID AND PROTECTION

Section 1: The City shall provide liability coverage for employees covered by this Agreement to the extent and limits stated in its policy of insurance. Such insurance policy shall cover the employee when sued for damages as a result of acts as stated, defined and limited in said policy, which arises out of and in the regular course of duty. The limits of liability coverage shall be as stated, defined and limited in said policy but shall meet or exceed the limits of the Maine Tort Claim Act.

ARTICLE 21 ~~MAINE DRIVER'S LICENSE~~

Section 1: As a condition of hire, a unit member must have a valid driver's license. If an employee's driver's license is suspended he/she shall be suspended from employment without pay for the period he/she is without a valid ~~State of Maine~~ driver's license, not to exceed forty-five (45) days. If the employee has lost their license for period of time longer than the forty-five (45) days, the employee may request an extended unpaid leave of absence. If granted, the employee will accrue no benefits during the extend leave. Said leave shall not exceed one (1) year. Leave shall not be unreasonably denied. Upon eligibility to return to work, the employee may request reinstatement and said restatement shall be granted if a vacancy exists. Upon return, said employee shall assume the position of Private with all seniority earned, except the time during the leave. ~~If an employee loses his/her license a second time he/she shall be subject to further discipline up to and including termination~~

Section 2: At the City's sole discretion, an employee who does not possess a valid ~~Maine~~ driver's license maybe allowed to work if appropriate work is available. All decisions made will not constitute a precedent or past practice.

ARTICLE 22 MANAGEMENT RIGHTS

Section 1: Except as otherwise specifically provided in this agreement or otherwise mutually agreed to in writing by the parties, it is understood and agreed that the City possesses the right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this agreement or otherwise agreed to by the parties. These rights include, but are not limited to the right:

- a. To determine its mission, policies, and to set forth all standards of service to the Public;
- b. To plan, set, control, and determine the operations or services to be conducted by the employees of the City;

- c. To determine the methods, means, number of personnel needed to carry out the department's mission;
- d. To direct the working forces;
- e. To hire and assign or to transfer employees within the department or other City functions;
- f. To promote, suspend, discipline or discharge for just cause;
- g. To lay-off or relieve employees due to lack of work or funds or for any other legitimate reasons;
- h. To make, publish and enforce rules and regulations;
- i. To introduce new or improved methods, equipment or facilities;
- j. To take any and all actions as may be necessary to carry out the mission of the City and the Fire Department in situations of civil emergency as may be declared by the proper authorities; including the City Council and/or the City Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of the Agreement,

~~the City of Biddeford retains the right to determine the mission, policies, and set forth all standards of services to the public, direct the operation of the Fire Department that are provided to the public. In addition, these rights include the direct operation of the Fire Department and the right to direct the employees, including the right to plan, direct and control department activities; the right to schedule and assign work to employees; the right to determine the means, methods, processes and equipment; the right to maintain the efficiency of the department and the employees; the right to determine the manning of jobs; the right to create and revise jobs and to eliminate jobs. For legitimate reasons, the City of Biddeford retains the right to establish and require the observances of rules and regulations to maintain order and to promote and promulgate ordinances and regulations. Nothing shall prohibit the City from implementing new standing operating procedures as long as there are in accordance with this agreement. All discipline shall be for just cause.~~

Section 2: In the event this Agreement is silent on any terms and conditions regarding Unit employees, the City shall have the right to make any and all management decisions as it deems reasonable, however, the City shall notify the Union in writing of any impending/proposed changes to personnel policies, practices and matters affecting the general working conditions effecting unit employees at least 10 working days prior to the implementation date of the proposed change. Upon receipt of such proposed change, the Union shall have ten (10) working days to notify the City of its concerns along with the requested remedy pursuant to Title 26.

~~**Section 3:** The parties acknowledge that during the negotiations which resulted in the contract covering the period of July 1, 2015 to June 30, 2018, each had the unlimited right and opportunity to make demands and proposals with respect any subject or matter not removed by law from the area of collective bargaining.. All practices known to the parties were addressed, including known side bar agreements, recognized past practices, and other accepted but not documented practices.~~

~~The City and Union, therefore, from the effective date of this agreement until June 29, 2018, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Any confusion, misunderstandings, or other differences of agreement regarding management rights will be resolved through Article 15 Labor Management Partnership~~

~~**Section 4:** In regards to the ‘greasing’ of the aerial, the parties agree that the members will perform the daily checks of spot greasing the truck. The more extensive ‘greasing’ service will be performed by a trained mechanic.—~~

ARTICLE 23 NO STRIKE

Section 1: There shall be no strike or slow down by the Union nor any lock out by the City during the life of this Agreement.

ARTICLE 24 OVERTIME

Section 1: An employee desiring to share overtime may do so if qualified. This section shall apply only when the overtime is for a complete shift.

The work week period starts at 8:00 am, Friday and ends at 7:59 am the following Friday. Hours paid for absences for vacation, holidays, court-time and for leaves outlined in Article 5 shall be counted as hours worked for purposes of overtime compensation under this Article.

On holidays, the Chief may allow fewer hours per employee. No employee may work in excess of 48 consecutive hours without a minimum eight (8) hours break, unless otherwise approved. If an employee desires to share his/her overtime with another employee, then both employees will receive a date in the overtime roster provided both employees have worked more than six hours as provided in section 3.

The employee who originally accepted the overtime will receive a mark in the overtime roster regardless of how many hours they actually worked and this circumstance would not apply to Section 3. This would be to alleviate overtime being passed on from one employee to another and no mark being placed in the overtime roster.

Section 2: Whenever overtime is needed before the change of the shift, the opportunity will be first offered to on-duty personnel before going to the next scheduled shift. If the overtime is needed after the change of shift, the next due shift is to be first on a seniority basis. The responsibility will be on the Captain or Lieutenant for the hiring of overtime personnel. Qualification Lists, as updated, will be provided to each Captain. Overtime shall follow seniority on a rotation method starting with the most senior man qualified for position needed according to the Overtime List. In the event overtime is not met by the next due shift, overtime would be given by seniority to the next due shift.

If an employee is unintentionally passed over for overtime, the next available slot to be filled shall be offered to that employee without loss on the rotation roster. If an employee has worked an additional shift that is annexed to a regular shift (48 consecutive hours) they shall not be offered overtime annexed to either end of the 48 hours. In this instance the employee will not lose their position on the overtime list.

Once an overtime need has been confirmed the OIC will page out the date, type, start time, and duration of the overtime needed. Employees will have one (1) hour to call central if interested. After the one (1) hour deadline has concluded the person with the least amount of overtime by seniority will be offered the overtime position. In the event that the overtime is not voluntarily filled the OIC shall follow the mandatory force Section 5 of this Article.

Section 3: Any employee who works less than six (6) hours on an overtime shift shall not lose his seniority position for overtime.

Section 4: If an employee is on vacation, he will not be called for overtime unless it has been offered to all shifts and refused. If an employee wants to work overtime while on vacation, he must register his name on the pass on sheet at the dispatch desk, prior to the start of his vacation, listing the dates of the beginning and the end of his vacation.

Section 5:

- a) There shall be two (2) overtime lists kept by the officers in charge of shifts. A regular list and a mandatory list. These lists shall be made up from shift rosters. The mandatory list shall be utilized in the order of reverse seniority.
- b) An employee who may be excused for any reason in accordance with this bargaining agreement shall stay at the top of the mandatory list and be the first required to work the next time it is mandatory.
- c) An employee shall not be forced to work for two (2) consecutive times. In the event a second consecutive time arises, the next qualified person on the mandatory list shall be required to work. In the event an employee is forced to work two (2) consecutive times, said hours worked shall be paid at double time. An employee who voluntarily works overtime or is forced overtime on Christmas Day or New Year's Day, said employee shall be paid double time for the hours worked on Christmas Day or New Year's Day.
- ~~d) If an employee on the floor is already working overtime, he will be asked to work last on the regular overtime list, and then the rotation will continue to the off shifts.~~
- e)d) Forced overtime shall be filled from the duty shift, in the event an employee has already worked an overtime or swap shift when a forced overtime is needed, then the forced overtime will go to every person on the duty shift before it is assigned to the employee who has already worked a previous shift regardless of his/her date.
- f)e) Should overtime become necessary during the shift, the ~~regular~~ voluntary list shall be used, ~~and when an employee is reached they shall make them self available for a second call if everyone should refuse overtime.~~
- g)f) The Fire Chief must be kept abreast of all required overtime. The officer in charge assigning the overtime must provide, in writing, to the Fire Chief the following: The employees who work the overtime and the employees who have refused overtime.

~~h)g)~~ The Fire Chief or his designee shall have full authorization to post any special overtime that arises as to best fit the needs of the department.

Section 6: Any outside consumer or business details, which requires personnel or apparatus to be committed to said event will be covered by off-duty personnel. If the personnel or apparatus is available from the said event, it will be discretion of the Fire Chief to determine if overtime will be needed and not normally no less than two (2) hours.

ARTICLE 25 PART TIME WORK

Section 1: Employees understand that their primary job and hence employment responsibility is the City of Biddeford. The City agrees not to interfere with any employee working part time as long as the employment does not interfere with this primary responsibility. In addition, any outside employment or business ownership must not adversely impact the operations of the Fire Department or the reputation of the City of Biddeford. All employees must notify the Fire Chief of any part time work and/or business ventures. .

Section 2: Unit Employees may not work their secondary employment (outside the BFD) in a Fire/EMS position within twelve (12) hours of the start of their regular shift with BFD.

ARTICLE 26 PAYROLL DEDUCTION OF DUES

Section 1: The City shall deduct regular weekly Union dues upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the City. The City shall forward all such dues so collected with a report to the Secretary/Treasurer of the local Union by the fifteenth (15) day of each month following the month in which deductions were made. The City will use direct deposit to the Union's Bank during the life of this Agreement or until a successor CBA is negotiated. This authorization shall remain in force and in effect during the term of this Agreement.

Section 2: The Union shall indemnify and save the City harmless against all claims and suits, which may arise by reason of making any such deduction, the cancellation of the same, and remitting the same to apparently authorized officials of the Union.

ARTICLE 27 PERSONNEL RECORDS

Section 1: The City shall maintain a personnel file on each unit employee. Personnel files are confidential and are the property of the City. Personnel files are to be kept locked and secured under the City Manager's control. State law provides employees with access to their personnel records (including former employees and duly authorized representatives). However, a written request for such information must be submitted to the City Manager or his designee for processing. File review and copying must take place at the location where the personnel files are maintained, during normal office hours unless, at the City Managers

or his designee's discretion, a more convenient time and location for the employee is arranged. Employees are entitled to one free copy of their personnel file per calendar year upon written request of which said copy can be electronic.

Section 2: If upon inspection, a unit employee disagrees with any of the information contained in the personnel file, they may submit a written statement explaining the employee's version of the information along with evidence supporting such version. The City will maintain such a statement as part of the employee's personnel file and will include the statement in any transmittal of the file to an authorized third party.

Section 3: Employees shall be required to acknowledge all records of disciplinary action inserted into their personnel file with a signature affixed to the document and returned to the City, whether or not they agree with the action. Employees shall be entitled to submit a written rebuttal of a disciplinary action for insertion in their personnel file provided such correspondence is received by the City Manager within ten [10] working days of the notice being acknowledged by the employee; or the employee may grieve the action pursuant to Article 15 of this agreement. Any correction action that is placed in an employee's file that is a result of an action that is a violation of any federal and/or state law, rule or regulation, shall not be removed and will be made part of the record permanently.

Section 4: The parties agree that all discipline infractions and penalties will be placed, maintained and remain in an employee's official personnel file, including any violations and corrective actions relating to violations of federal or state law, rule or regulations. Except for the above reasons, any material in the employee's personnel file having to do with a grievance or a disciplinary procedure shall be removed from the files after twelve (12) months of the date of the occurrence except for a suspension which shall be removed after twenty four (24) months.

ARTICLE 28 PERSONNEL REDUCTION

Section 1: In the case of personnel reduction, the employee with the least amount of Fire Dept. seniority shall be laid off first. No new employee shall be hired until the laid off employee has been given the opportunity to return to work.

- a) Employee laid off must maintain his current mailing address with the Fire Chief.
- b) Employee laid off must be given the opportunity to return to work and must reply within thirty (30) days after receipt of certified mail.
- c) In order to maintain his/her recall rights, a laid-off employee must maintain their licenses, which he/she held when laid-off. As allowed by law, the City will continue to be a sponsoring agency to allow these employees to receive training in order to maintain their licenses.

ARTICLE 29

PROMOTIONS

Section 1: All promotions shall be on a fair and competitive basis. Appendix A of this Agreement outlines the Promotional Process for filling the vacant positions of a Captain, Lieutenant and EMS Lieutenant. The LMC shall be authorized to review and update the current Promotion Policy (Appendix A) as necessary during the duration of this Agreement pursuant to Article 46. No one with less than five (5) years of full time active service with the Biddeford Fire Department (or other full time department) and for employees hired on or after January 1st, 2014 must have one or more of the following degrees, certifications, or courses to be eligible for promotion.

Associates degree
Bachelor's Degree

In the absence of one of the above potential candidates should have at a minimum two of the following classes:

Fire Officer 1/2
Fire instructor 1/2
EMS Instructor Coordinator
Paramedic

Section 2: ~~Written tests for promotions will be processed and administered by an outside entity. The practical tests will be established by mutual agreement. Oral board panels shall consist of three (3) individuals selected by the Chief from Fire Management personnel outside the City of Biddeford Fire Department. In order to receive a passing grade, an employee must receive at least a score of seventy percent (70%). Employees must receive a 70% on the written test to move on to the practical test. Each employee must receive a 70% on the practical to move on to the board. Each portion of the promotional process, written, oral, and practical, shall each account for 100 points each. Points shall be given for the number of years of service at the rate of one half (1/2) point for each year of service with no maximum. All promotions shall be awarded by step in rank only to permanent full time employees of the Biddeford Fire Department.~~

Section 3: ~~The department will conduct a written test when a vacancy occurs for a Lieutenant or Captain. The City agrees that they will provide a 60-day notification of such test being given. The top three (3) scorers will be considered for promotion. Test results would be good for one year from date of exam. The Fire Chief shall be allowed to appoint an acting officer from the top three scorers if an officer vacancy happens after the test is given and prior to a year from the test date.~~

Section 4: The City agrees to work with the union to use the manuals and policies that are current to leadership practice that relate to the fire service. This list will be created on an annual basis.

ARTICLE 30 RETIREMENT

Section 1: The City agrees to continue to participate in the ~~Maine State Retirement System~~Maine Public Employees Retirement System, which includes the Biddeford Fire Department. Effective July 1, 2007, the City agrees to participate in the ~~Maine State~~

~~Retirement System~~Maine Public Employees Retirement System Special Benefit Plan 3-C and will allow eligible employees within this bargaining unit who elects to participate in this plan to do so. Effective July 1, 2010 for service provided after July 1, 2010 and not applicable to service provided prior to July 1, 2010, the City agrees to add the cost of living provision to ~~MPERS~~MainePERS. Both the City and the Union agree the City has no retroactive obligations related to its participation in this special benefit plan or the Cost of Living Adjustment plan. Both the City and the Union agree the City has no retroactive obligations related to its participation in this special benefit plan. It shall be a condition of employment for all new employees to select and participate in the ~~Maine State Retirement System~~Maine Public Employees Retirement System or the 457 plan that is currently being offered under this agreement.

Section 2: The City agrees to continue to provide the 457 Deferred Compensation Plan in lieu of the ~~Maine State Retirement System~~Maine Public Employees Retirement System. Employees electing participation only to the 457 deferred compensation plan shall receive an automatic ~~four percent (4%)~~(3%) contribution to their plan made by the City. In addition, the City will match up to an additional ~~three-four~~ percent (~~43%~~) of the employees' contribution for a total of up to ~~eight percent (8%)~~6%. Without prior written approval of the Union, the City shall not make any changes in the 457 Deferred Compensation Plan, including without limitation plan manager, company or investments.

ARTICLE 31

STATION, SHIFT, APPARATUS BID SYSTEM & EMS ROTATION~~RULES AND REGULATIONS~~

Section 1: The parties agree to create and maintain a Fire Department SOP designed to implement the intent and spirit of the terms and conditions outlined in this article pursuant to Article 46. To achieve this outcome, the parties shall take the necessary actions to develop the new SOP within ninety (90) days of the signing of this agreement.~~that should the City have a need to issue a new or revised personnel policy or Biddeford Fire Department Standard Operating Guideline/Procedure or other implementing document that effects personnel policies, practices or matters affecting the general working conditions of bargaining unit employees, the City shall submit such new/revised policy to the Parties Labor Management Partnership Committee as outlined in this agreement.~~

Section 2:- Station and Shift Bid Process:

By October 1st of each year, every bargaining unit employee will submit in writing to the Fire Chief their bid request for Station [When Applicable] and/or Shift assignments for the following year. By November 1st of each year, the Fire Chief will post the annual Station & Shift assignments for the following year. The Fire Chief will align Stations/Shifts based on seniority and qualifications; however, the Fire Chief has the discretion to align Stations/Shifts to accommodate the needs of the department. It is understood that station bidding will be further limited by the unique roles and specialty assignments to that station.

- a. In the event vacancies occurs during the year causing the shifts to no longer be reasonably balanced (by seniority and/or qualifications) the Fire Chief will notify the Union of the need to rebalance the shifts. If the Union disagrees with the Chief's determination of need, it shall notify the chief within two (2) weeks and the issue will

be referred to the LMC process. Once an imbalance is confirmed, The Chief shall post the need to fill the vacancy(ies) for a two-week period to allow for voluntary bids.

b. If no volunteer bids are received, the Fire Chief has the ability to reassign the employee(s) to the new shift/station assignment to fill the needs of the department normally given the employee a 30-day notice. The Chief shall rebalance the shifts by the least amount of impact on the unit employees. The Fire Chief may use the same process should a long-term temporary vacancy of six (6) months or more occur that creates an adverse impact on the normal operations of the department

c. Once the shift/station imbalance or long-term (temporary) vacancy has been resolved by new hires/per diems or the absent employee returns to work, the Unit Employee that was transferred my return to their original station/shift assignment before the transfer.

~~All unit employees shall have access to all personnel policies and SOPs within the fire department. Unit employees are required to be familiar with these policies and shall comply with them accordingly. Should there be any doubt as to the employee's obligations, the employee shall comply with the rules and then initiate a grievance if he/she feels it is necessary.~~

Section 3 - Shift Officers:

Each shift will be assigned a Captain and Lieutenant. The Captain on each shift will be the Officer in Charge (OIC). In the absence of the Captain, a Lieutenant shall act as the shift OIC. Shift Officers' will be assigned to Fire Department vehicles exclusively by the Fire Chief and outlined in the Fire Departments SOP for Shift Officers' Assignments. In the event, there would only be one officer on duty, the Chief may approve overtime for the second officer position that will be filled pursuant to Article 24 of this Agreement.

a. Prior to January 1, 2022, the parties through LMC shall define the EMS Lieutenant (EMS LT) position. EMS LT shall be classified as a shift officer per this agreement. One EMS LT will be promoted per shift effective January 1, 2022.

b. The Fire Chief may appoint four (4) temporary Emergency Medical Services Field Training Officer (EMS FTO); one for each shift. The temporary assignment shall be until January 1, 2022.

Section 3 - Apparatus Bid Process:

The city shall continue to maintain the Fire Department Standard Operating Procedure (SOP) for Seat Apparatus Assignments that sets the minimum staffing requirements for daily operations. The SOP shall include a list of available apparatus positions based on the apparatus staffing requirements and apparatus position qualifications for bargaining unit employees to bid yearly. While seniority and qualifications are the determining factor for yearly apparatus assignments, nothing shall prevent the Shift OIC from making temporary assignments of unit employees to any apparatus or Fire Department Vehicle as necessary according to the unforeseen needs of the department. (Examples of such assignments might be when a firefighter is being qualified on other pieces of apparatus or if personnel assigned to an ambulance has a bad call or if the EMS daily run volume is high and the OIC wants to give the ambulance crew a break.) Unit Employee[s] shall not be allowed to bid to any Department Apparatus until such time they have been approved to operate the apparatus or perform the work associated with the apparatus position outlined in the SOP. Pending qualifications and with the permission of the OIC, unit employees may trade apparatus assignments. The Parties agree that any proposed changes to the

Seat Apparatus Assignments SOP will be processed through the LMC outlined in Article 46 of this Agreement.

Section 4: Rotation System:

The Parties recognize the value of limited leaves of unit members from each of the two disciplines (Fire Suppression and EMS). The Parties recognize that unit employees will be required to perform EMS duties based on the level of their license as outlined in their official position description and assigned by their OIC. The performance of such EMS duties may be by bidding to or being assigned to an Ambulance or the Medic Engine or Ladder Company by the OIC. To this end, the parties (through their LMC) agree to implement as part of their Apparatus/Seat Assignment SOP, a rotation system for those unit employees that have Bid to and/or have been assigned to a specific piece of apparatus during any given year of the contract. The OIC will administer the rotation system of unit employees (Non-Fire Officers) on a quarterly basis to ensure that on all employees are rotating between fire suppression and ems proficiencies. To this end, the Parties agree that the SOP will include but not be limited to the following:

- a. When BFD Staffing is regularly authorized at nine [9] unit employees on duty per shift, unit employees will rotate on a quarterly basis from their primary yearly apparatus assignment to another piece of apparatus. The rotation shall include two [2] consecutive shifts on an EMS related apparatus and then two [2] consecutive shifts on a different Fire Suppression Apparatus before returning to their primary yearly assigned apparatus.
- b. When BFD Staffing is regularly authorized at ten [10] unit employees on duty per shift, unit employees will rotate on a quarterly basis from their primary yearly apparatus assignment to another piece of apparatus. The rotation shall include three [3] consecutive shifts on an EMS related apparatus and then three [3] consecutive shifts on a different Fire Suppression Apparatus before returning to their primary yearly assigned apparatus.
- c. The senior firefighters per shift may be exempted from this requirement if vacancies, training, or other non-discretionary circumstances make implementation unreasonable so long as these unit employees rotate at least one [1] shift quarterly. The exception must be preapproved per tour by the OIC after consultation with the Fire Chief or their designee.
- d. Notwithstanding Section 3 above, the officer in charge (OIC) is authorized to reassign shift personnel to meet this section requirements.
- e. The parties agree, that the primary use of per diem unit employees will be to support the Fire Based EMS Program of the Fire Department in order to implement this article. The Parties through their Labor-Management Committee will develop and maintain a Fire Department SOP outlining how the per diem employees will be utilized to supplement the daily workforce and meet mission requirements.

ARTICLE 32 SENIORITY

Section 1: Seniority for full-time unit members shall be determined as follows:

- a. By strict seniority in the department (start date).

- b. If start date is the same then the first hired by the City of Biddeford.
- c. Seniority by start date will take effect 10-1-2006; anyone hired prior to 10-1-2006 will use the seniority roster that was in effect as of 9-30-2006, which was posted on 1-1-2006.
- d. The shift captain will be deemed the officer in charge regardless of rank and time in grade.

Section 2: Seniority for per diem unit employees shall be based on their start date with the City of Biddeford.

Section 3: The City shall maintain two (2) separate seniority lists, one for the full-time unit employees and one for per diem unit employees by start date, which shall be posted on the BFD bulletin board, within the month of January. It will be posted for a period not less than thirty (30) days. Any objections to the seniority list as posted must be reported to the Chief and to the Union within ten (10) days from the date of posting, otherwise, it shall be approved.

Section 4: All full-time and per diem employees shall be assigned a permanent seniority number. Seniority for full-time unit employees will be used to determine daily station duties, time-off for vacations, choice of sleeping quarters and other areas as mutually agreed to by the parties or as outlined in this Agreement. A seniority list shall be maintained on a current basis and said list shall be posted at the Fire Station.

~~Except as otherwise specifically provided in this agreement or otherwise mutually agreed to in writing by the parties, the City of Biddeford retains the right to determine the mission, policies, and set forth all standards of services to the public, direct the operation of the Fire Department that are provided to the public. In addition, these rights include the direct operation of the Fire Department and the right to direct the employees, including the right to plan, direct and control department activities; the right to schedule and assign work to employees; the right to determine the means, methods, processes and equipment; the right to maintain the efficiency of the department and the employees; the right to determine the manning of jobs; the right to create and revise jobs and to eliminate jobs.~~

~~For legitimate reasons, the City of Biddeford retains the right to establish and require the observances of rules and regulations to maintain order and to promote and promulgate ordinances and regulations. Nothing shall prohibit the City from implementing new standing operating procedures as long as there are in accordance with this agreement. All discipline shall be for just cause.~~

~~All employees shall be assigned a permanent seniority number. A seniority list shall be maintained on a current basis, and said list shall be posted at the Fire Station. The employee's rights in the following areas shall be governed by seniority and qualification:~~

~~Choice of daily truck assignments.~~

~~Choice of daily cleaning chores.~~

~~Choice of time off for vacations.~~

~~Choice of sleeping quarters to be picked in January, or re-picked by job openings.~~

Section 3:

- ~~a) While seniority and qualifications are the determining factor for regular assignments, nothing shall prevent management from making temporary assignments according to the needs of the department. In which case selection would be done by the seniority method, which would allow appropriate coverage. An example of such an assignment would be when a junior man is being qualified on other pieces of apparatus other than the one in which they are assigned.~~
- ~~b) The City shall maintain a seniority list by start date, which shall be posted on the bulletin board, within the month of January. It will be posted for a period not less than thirty (30) days. Any objections to the seniority list as posted must be reported to the Chief and to the Union within ten (10) days from the date of posting, otherwise, it shall be approved.~~
- ~~c) When a new employee is hired or and existing employee gets promoted, then the new employee or newly promoted employee will be assigned to the open shift until shifts are changed in January. Management agrees to post all annual shift changes by the end of the second week in December and changes to take effect January 2nd of the following year. If a person wishes to change their shift, they must request to do so in writing, although Management has the right to deny the request. The City agrees that shift changes should take place with as little moves as possible to realign Seniority within the department.~~

ARTICLE 33 SHIFT EXCHANGE

Section 1: Employees shall have the right to exchange positions with another qualified employee on another shift, provided:

- a) Employees may swap a shift with another employee provided it is approved in advance by the Chief or his designee. Swaps shall be allowed when both employees have equal qualifications- (Officer/Officer, Firefighter/Firefighter, EMT/EMT). A Lieutenant may swap with an assigned driver, provided they are available for the entire duration of the shift in the event they are needed to make a command decision.
- b) Substitution will not ordinarily be permitted for more than four (4) consecutive shifts; and,
- c) The City shall not be responsible for enforcing any agreement made between employees, and shall be under no financial obligation to the substitute.
- d) The trading of time is done voluntarily by the employees and not at the request of the employer;

- e) The reason for trading time is not for any benefit of the employer, but rather due to the employees desire to attend to personal matters;
- f) A record is maintained by the employer of all time traded by employees;
- g) To swap time an employee must have approval at least one (1) day in advance. While on duty, all employees must wear uniform. The one (1) day in advance may be waived by the officer approving the swap, provided said officer can justify the exception. The City agrees to allow up to a one (1) hour swap without paperwork and without one day notice as approved by the officer in charge.

ARTICLE 34 SICK LEAVE

Section 1: Employees shall be eligible for sick leave after thirty (30) days of service. Employees shall earn 144 hours of sick leave per year at the rate of 12 hours per month, accumulative to a maximum of 1800 hours. Sick leave may be taken in four (4) hour blocks unless an employee becomes ill during a scheduled shift in which case the actual number of hours used shall be deducted from the employee's accruals or their RSL as outlined in this article. With prior approval of the Fire Chief or his designee, sick leave may be used in 2 hour blocks. An employee who is unable to report for his scheduled duty shift due to sickness must call the duty officer between the hours of 6:00 a.m. and 7:00 a.m. If the employee is sick the day before and is certain that they will be unable to respond, they may notify the duty officer any time after 1800 hours. The Fire Chief may require the employee to verify any illness with a certificate signed by a physician, if the Fire Chief feels the employee is abusing sick leave. Absence due to on duty injuries shall not be charged against accumulative leave.

Section 2: Any employee contracting or incurring any service or non-service connected sickness or disability which renders such employee unable to perform the duties of his employment shall receive sick leave with pay, provided the employee has accumulated sick leave. In the event of sickness or disability in the employee's family, spouse or children, the employee shall also be granted sick leave with pay provided the employee has accumulated sick leave. Family sick leave to be limited to 48 hours per year. In certain circumstances the Fire Chief may allow more time to be used for family sick leave on a case-by-case basis.

Section 3: Reserve Sick Leave

- a) As of the date of signing of the contract in 2016, all employees shall have any sick leave accumulated in excess of three (300) hours swept into a 'reserve sick leave' (RSL) account. All hours in this account shall be maintained in the employees name and accounted for financially based on the effective rate of pay at the time of the creation of 'reserve sick leave' account. The City will provide an employee and/or the union an employee's RSL balance upon request. A complete list will be provided to the union at least five (5) days prior to the signing of the contract.
- a)b) Full-Time Employees are authorized to use their available RSL after they have exhausted all other sick leave accrued unless otherwise authorized by the

City Manager on a Case-by-case basis. The total amount in the RSL, less any used during the employee's history, shall be the amount due to the employee at the time of separation. An employee may draw upon the RSL as need on a hour by hour basis, however, no additional hours may be placed into the account beyond the initial creation. Additional rules contained within this agreement regarding the economic value of sick leave shall not apply to RSL.

1. Employees that have in excess of twenty (20) years may request in writing up to twenty percent (20%) of the cash value in the RSL to be deposited into their 457 plan in any given year.
2. Said notice must be received by December 31 of any year and payment will be made in the employees account on about July 30th of the following year.
3. Employees that have less than ten (10) years of service at the time of the conversion of sick time to RSL, will have the time booked at the applicable rate (fifty percent (50%)). Once they reach their ten anniversary, the economic value will be converted to one hundred percent (100%), using the rate of pay at the time of the initial conversion to the RSL.

Section 4: Any hours not swept into the RSL as well as all future sick leave shall have the economic value upon employee separation as described in this section. Hours accumulated beyond twelve hundred (1,200) hours are not eligible for any economic value, unless otherwise specified.

1. For employees hired effective the date of this contract:

Under 10 years of service	0%
More than 10 years and less than 25 years	25%
More than 25 years	50%
2. For employees hired after January 1, 2000:

Less than 25 years	25%
More than 25 years	50%
Employees that retire or reach the aged of 65	75%
3. For employees hired after January 1, 1990:

Less than 25 years	25%
More than 25 years	50%
Employees that retire or reach the aged of 65	100%
4. For employees hired prior to January 1, 1990:

Less than 25 years	25%
More than 25 years	50%
Employees that retire or reach the aged of 65	100%

For employees hired prior to January 1, 1990 that retire, all hours to a maximum of eighteen hundred (1,800) hours are eligible.

b)c) Sick leave incentive: all employees shall participate in the sick leave incentive program, Employees shall have unused sick time swept into a retirement savings account (RHS), fully vested in their name, based on the following schedule:

1. More than twelve (1,200) hours 72 hours swept
2. Hours will be paid out based on the current hourly wage and factored at 25%
3. Hours will be swept on December 31 of each year and payment will be made in the employees account on about July 30th of the following year. Should employee leave in good standing prior to July 30, the funds will be deposited upon written notice of separation.

e)d) In the event of death of an employee, payment is to be made to the employee's beneficiary or the estate of the employee, the employee's estate will receive an additional twenty five (25%) of sick leave on the books for any accumulation that is not already at one hundred percent (100%). In the unfortunate event of a line of duty death the estate shall receive 100% reimbursement of unused accumulation.

Section 45: If an employee uses no sick leave (has perfect attendance) for the period of January 1 through June 30 and/or July 1 through December 31 a cash bonus equal to 12 hours straight time pay shall be paid. An employee is eligible to collect twice during the 12 month period if no sick leave is used.

Section 56: Employee's shall have the right to rollover any payment of accumulated unused sick leave as allowed by governmental regulations per year into 457 Retirement Plan with no match from the City. Upon retirement, employee shall be allowed to rollover accumulated sick leave into 457 Retirement Plan with no match from the City as allowed by governmental regulations.

ARTICLE 35 TRAINING

Section 1: Normally, training will not last more than three (3) hours per shift nor will the training session go beyond 10:00 p.m. This will not prevent the training department from setting up courses that may have to be presented over more than a three (3) hours period in one day nor will it prevent obligatory sessions designated by the Chief, which may include the use of outside instructors. If the employees are expected to train past 10:00 PM granted that a notice of at least one (1) week. The Union agrees to be flexible in the administration of this article when Call force trainees return from a training session after 10:00 p.m. The on duty shift will train with the call force as required.

Section 2: Training periods may be held on the weekends. If more than five (5) weekend sessions are required for training within the year, the additional sessions will be discussed with the Union.

Section 3: The Biddeford Fire Department Training Division shall maintain a standard of operation for pump and/or ladder truck operator and firefighter.

Section 4: All persons being compelled to attend school on an off duty basis will be compensated at one and one half (1 1/2) their regular rate of pay. The cost of tuition and books shall be borne by the City.

Section 5: As an educational incentive to further professional training and educational advancement, any member of Local 3107 who successfully completes a fire science or related course of study recognized by the State Board of Education as credible, shall be reimbursed by the City for the cost of textbooks and tuition incurred, if approved by the Chief.

Section 6: Not more than two (2) employees per shift, for a total not to exceed four (4) employees in the department, may be allowed to attend a Firefighter One or Firefighter Two Certification Course.

Section 7:

- a) The City agrees to cover all costs of tuition, books, and overtime incurred by personnel attaining and/or maintaining approved EMS licensure training. The employee must pass the course(s) taken or reimburse the City for all costs of tuition and books.
- b) The City agrees to cover all costs of tuition and books incurred by authorized EMS personnel (intermediate or above) attending ACLS, PHTLS, NALS, and PALS training limited to budgetary limitations - provided, the employee successfully passes the course. In the event the employee does not pass the course all costs of tuition and books will be reimbursed to the City. Said training will be at the request of the employee. As such, the training is voluntary and is not considered hours work. The employee will not be paid for the personal time used to attend the classes.

Section 8: Swap time may not be used during mandatory training sessions except as excused by the Chief. All affected employees shall be given a minimum of 14 calendar days' notice of required training.

Section 9: In-service training and/or testing shall be given by the City to determine the ability and knowledge of the employees, and to determine any additional necessary training needs.

ARTICLE 36 UNION BUSINESS

Section 1: Union Officials shall be allowed time off, with pay, for meetings with City Officials concerning Union business, provided said time off does not interfere with work requirements as determined by the Chief.

ARTICLE 37 UNION MEETINGS

Section 1: The Union may conduct its business, including the conducting of Union meetings, at the Fire Station in the back hall. If another location is to be used, prior approval must be obtained from the Chief Officer. The conducting of Union business shall not interfere with normal activities of the Department. One of the Union Officers ~~will make every effort to~~ shall notify the Chief when there will be a meeting.

ARTICLE 38 UNION REPRESENTATION

Section 1: Any employee shall have the right to be represented or accompanied by Union Officials of his choice, or other Union representatives (for a total not to exceed three (3) Union members) when appearing before a Deputy Chief, the Chief, or their designees on any grievance, or with regard to any disciplinary action, or on any occasion when the employee has been required to appear.

ARTICLE 39 UNION SECURITY

Section 1: All employees who are members of the Union as of the date of this Agreement and all employees who hereafter become members of the Union shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement. Failure of any such employee to maintain his membership by nonpayment of dues as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such employee.

Section 2: Employees who are or who may become members of the Union may resign from the Union during the period of no more than twenty (20) days and not less than ten (10) days prior to the expiration of this Agreement.

Section 3:

- a) Membership in the local Union is not compulsory. Membership in the local Union is separate, apart and distinct from the assumption by an employee of his equal obligation to the extent that he received equal benefits. The local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the local Union. The Agreement has been executed by the Employer after it has satisfied itself that the local Union is the choice of a majority of the employees in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- b) Any present or future employee who is not a Union member and who does

not make application for membership in the Union shall, as a condition of employment, pay to the Union each month a fair share as a contribution toward the administration of the Agreement in an amount equal to eighty percent (80%) of the regular monthly dues, initiation fees and/or any uniform assessments. Employees who fail to comply with this requirement within thirty (30) days from the date of hire shall be discharged by the Employer after receipt of written notice from the Union and corroborative proof of nonpayment by the Employer.

ARTICLE 40 VACATION

Section 1: All employees covered by this contract shall be entitled to the following paid vacation:

- After (1) year of service & less than (5) years of service - 96 hours
- After (5) years of service and less than (10) years of service - 144 hours
- After (10) years of service and less than (20) years of service - 192 hours
- After twenty (20) years of service - 240 hours

Section 2: Any employees who are on the same shift may exchange vacation periods upon prior approval of the Chief or his designee as defined in Section 6 of this Article.

Section 3: All employees of the Fire Department covered by this Agreement shall be entitled to retain their requested vacation time when a change of shift takes place.

Section 4: Vacation shall be taken in blocks of 24 hours. Requests for 48 hour consecutive blocks shall have preference over 24 hour requests. After the 48 hour consecutive blocks have been picked the shifts will continue to pick single 24 hour blocks of vacation. All vacation picks will be picked in rotation by seniority. If an employee chooses not to pick his/her vacation at this time they will fall under section 6.

Any changes to the original picked vacations will fall under section 6. A Vacation Day(s) will take effect at 08:00 hours the morning after your last shift worked, therefore making you unavailable for overtime prior to your vacation day(s). If you want to be available for overtime you must notify the Officer's in charge that you want to be considered for overtime and it must be placed on the pass-on sheet.

Section 5: Vacation requests must be submitted to the Fire Chief during the month of January. The Fire Chief will review all requests prior to his giving approval for the requested vacation period, within thirty (30) days of the submittal of the Captain's and his complete shift vacation request.

Section 6:

- a) The City shall allow employees to take single day vacations. A written

request must be submitted and approved by the Fire Chief or his designee. Vacation days shall not accumulate from year to year.

- b) If an employee cancels vacation it shall be re-posted for availability.
- c) Single vacation days shall be allowed on a first come, first served basis.

Section 7: An employee shall be able to call between 7:00 a.m. and 8:00 a.m. for a vacation day; on the same day they are requesting a vacation day, as long as no overtime is created.

Section 8: The City shall allow vacations to be taken in ½ days, which must be taken 08:00 to 18:00 or 18:00 to 08:00. Subject to the Fire Chief or his designees' approval on a first come first serve basis.

Section 9: In the event an employee chooses to cancel a vacation day or days, they must submit their cancellation in writing to the O.I.C. their shift before the scheduled vacation day or days.

Section 10: Vacation time is recognized by the parties as compliance with Maine's Paid Leave Law (PLL) as enacted in 2020. The first forty (40) hours of vacation time earned annually may be used in smaller hourly increments and for any reason in compliance with PLL. For the first year of employment only, the first forty (40) hours of earned sick time may be used in compliance with this law.

ARTICLE 41 VALIDITY CLAUSE

Section 1: If any provision of this Agreement shall be contrary to, or inconsistent with, any provision of Federal or State Law, or any existing ordinance of the City of Biddeford, and thereby rendered invalid, such invalidity shall not affect the validity of the remaining provisions. Those portions of this Agreement affected shall be subject to be reopened by either party.

ARTICLE 42 WAGES and LONGEVITY

Section 1: Wage Rates:

~~**Probationary Pay:** Probationary firefighters with 0-6 months of their hire date shall receive two dollars (\$2.00) an hour less than the category they would fall in. A probationary firefighter beginning with their seventh (7) month until the end of their twelfth (12) month shall receive one dollar (\$1.00) an hour less than the category they would fall in. After the completion of their twelfth month said employee will fall into their appropriate category. The City has the right to bring new employees at the starting base pay based on previous experience.~~

~~**Retroactive Pay:** Retroactive pay will be eligible for all current employees and members who retired in good standing only. Any former employee that has left the department from July 1, 2015 to the date of the signing that did not retire in good standing~~

~~is not eligible for retroactive pay or any other retroactive benefits.~~

➤—The pay scale for unit employees is attached as Appendix AD to ~~the contract~~this Agreement and will be provided through electronic direct deposited into employee's designated account(s).

Section 2: Probation Period: All new employees shall serve a probationary period of one year. If an employee is hired without Maine State Firefighter I & II, they must attend and pass the Maine State Firefighter I & II school as a condition of employment. During the probationary period an employee may be discharged without cause and have no right of appeal. If an employee is hired without Maine State Firefighter I & II, it is employee's responsibility to obtain the certification. The City will pay for the course and the necessary books and other training costs to assist but the time attending the classes will not be considered work hours if attended outside of their work shift assignment.

A probationary employee's shift assignment, or hours of work are to be determined by the Chief so as to best assess performance.

Section 3: ~~EMS Incentive:~~ ~~Any employee who obtains a paramedic certificate shall receive a onetime lump sum bonus of \$1,000.~~

Section ~~43~~:

- a) All employees will be required to maintain their current EMS license level as a condition of hire. ~~Any current employee that is being paid for an inactive license as of May 15, 2016 shall have until July 1, 2017 to reactivate their license(s). If that does not occur,~~ The rate of pay of that employee will be based on the actual active licenses held.
- b) The city agrees to make available the state required CEHs on duty for all EMS license levels. In the event a management approved class is off duty the employee will be compensated at their appropriate overtime rate.

Section 4: At the sole discretion of the City, newly hired Firefighters may be placed up to the level of the six (6) year step in the wage scale for qualified candidates. A qualified candidate is defined as one that has previous experience and meets all of the conditions of hire. Any employee hired as a 'lateral' entry according to the section may also be given placement preference for vacation purposes as well. However, all other seniority and benefit issues shall be based on the actual date of hire. The City shall maintain a list of those members that have been granted lateral entry and shall provide the union with the list annually and whenever there is a change made on the list.

Section 5: : Student Loan Repayment: Effective July 1, 2021, as an incentive to have Biddeford be an employer of choice, the City will offer a limited student loan repayment program.

- 1) All employees are eligible for up to five (5) years of student loan repayment incentive. Each employee is allowed only one five (5) year incentive during their career. Upon notification by the employee to the City and proper documentation to demonstrate compliance with the requirements, the City will make monthly payments directly to the loan provider for the amount of the loan for sixty (60)

consecutive months. The payments shall not exceed one hundred dollars (\$100.00) even if the monthly amount due exceeds that amount.

- 2) Any employee elected to receive this benefit pledges at least ten (10) years of service to the community. If the employee leaves prior to the conclusion of their tenth year, the employee shall pay back to the City ten percent (10%) of the funds paid by the city for each complete year (or part thereof) that employee did not meet the ten-year requirement. For illustration only, if an employee worked 7.5 years for the city, they would owe thirty percent ($10 - 7 = 3 \times 10\% = 30\%$) of the funds paid on their behalf. The City is explicitly authorized to collect those funds upon notice by the employee of separation via the remaining pay unless the employee has otherwise covered the cost.

Section 6: Each 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.

ARTICLE 43 WORKING HOURS

Section 1: The shift shall be 8:00 a.m. to 8:00 a.m. daily with 24 hours on, followed by 72 hours off for the most senior forty (40) members based the seniority list.

Section 2: To accommodate peak response time issues, all employees hired in seniority position of 41 and higher ~~shall may~~ work a different schedule than section 1. Effective the date of the signing of the contract in 2020, all said employees would work the schedule outlines in section 1. However, the City may employ said employees on a four (4) work days of twelve hours shift to be followed by a four work days off. The employees will either work a day schedule for a period of three months or a night schedule for three months. For the following three month cycle the employees will switch to the opposite. The exact start and end times for the shifts must be consistent but will be established by the City. Once established, it can only be changes after meeting and consulting with the union and by giving a sixty (60) day notice of the same, unless mutually agreed to shorting the notice provision. The parties may by mutual agreement adjust this schedule to meet the demands.

Section 3: The City shall demonstrate a legitimate business need to implement the change in schedule for the least senior personnel as outlined in section 2 above. Said change are not to be made without a minimum of ninety (90) day notice by the City, unless otherwise agreed to by the union.

Section 24: These schedules are based on the Fair Labor Standards Act (FLSA) 7k exemption utilizing a twenty eight (28) day period. For the purposes of overtime calculation, said employees are also on the forty two (42) hour average work week and will be compensate at a rate of time and one-half for all hours of work over 42 hours.

Section 35: Regardless of the day of the week, each day shall be considered a normal work day, i.e. there is no ready alert differences, etc.

Section 5: The City shall set the schedule for per diem employees at their discretion.

ARTICLE 44 WORKERS COMPENSATION

Section 1: An employee who is entitled to workers compensation benefits, may elect to be paid at full pay by deducting from his accumulated sick leave 1/3 day for each day of workers compensation related absence.

Section 2: City may assign an employee who is receiving workers compensation benefits to light duty work in the Fire Department, or in any other City Department if there is no light duty work available within the Fire Department. This light duty work may be assigned during the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday with the employee's doctor's approval or another mutually agreeable and beneficial schedule. The parties agree that should a hardship be created on the member because of the immediate change to new working hours under this section, a request may be made for a temporary delay of the effective date. Sick leave shall not be deducted from the employee for hours worked on light duty.

ARTICLE 45 WORKING OUT OF CLASSIFICATION

Section 1: Any employee covered by this Agreement who is required to accept the responsibility and carry out the duties of a position or rank above that which he normally holds, shall be paid at the rate for that position or rank while so acting, providing the Chief or Deputy Chiefs designate that employee.

Section 2: A Captain must be out for thirty (30) consecutive days or more due to sickness, injury, etc., before the Lieutenant acting in the Captain capacity receives the Captain rate of base pay. If the condition is met, the difference in pay shall be retroactive to the first day of the Captain absence.

ARTICLE 46 LABOR MANAGEMENT PARTNERSHIP

Section 1: The parties agree to establish and maintain a 'Labor Management Relationship' that will open a new era where the Union, the City, and the Fire Department and all Fire Department employees shall work together to create a workforce that highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Fire Department and the City of Biddeford. Furthermore, the parties agree to implement this relationship with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a quality labor-management relationship that fosters mutually beneficial outcomes. To this end, the parties agree to establish and maintain a labor-management partnership committee.

Section 2: The purpose of this Committee is to assist in developing a quality labor management relationship between the parties. The Committee is designed to provide a means for allowing the City, the Fire Department and the Union to become partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire

Department can be accomplished in the more cost effective manner, while striving to enhance the working conditions of all Fire Departments employees. The goals and objectives of this Committee are as follows:

- a) To further the Fire Department's mission by using the brain storming Process
- b) Foster a more productive and cost effective service for the citizens of Biddeford
- c) Promote a better morale among all Fire Department employees
- d) Enhance the working conditions for all Fire Department employees

Section 3: Committee Structure and Conduct: The LMC shall consist of four (4) union representatives (as determined by union that include a Firefighter, Lieutenant and a Captain) and four representatives from the City (as determined by the City). Nothing in this agreement will restrict the parties from expanding or reducing size by inviting other department heads and/or other jurisdictions to assist the committee in meeting its goals and objectives. The Committee shall also have the authority to appoint sub-committees and/or working groups, either standing or temporary, to assist in addressing any of the matters properly raised to the committee and/or carry out its purpose. In addition, at the request of one or more of the committee members, subject matter experts or other persons may be requested to attend to offer advice and/or information on specific subjects.

All committee members, technical experts, sub-committee and working groups will demonstrate teamwork and cooperation. They will, at all times, keep all matters discussed confidential until the minutes of the committee are published, agreements executed, act in good faith dealing openly and honestly on all issues, striving to understand varying points of view, and contributing of the resolution of any conflicts that may arise. All participants will conduct themselves in a professional manner at all times.

Section 4. Committee Meetings and Agenda: The Committee shall meet on request of either partly and/or at least once a month to discuss all matters of mutual concern. The meeting format, meeting date/times, meeting duration, location, and agenda development will be determined by the committee at their 1st meeting. Nothing herein prevents the LMC from meeting to address urgent matters as needed. Either party can request to schedule an urgent LMC meeting at the earliest possible date/time as agreed to by the parties.

Section 5: Minutes: The parties agree that committee minutes will be maintained of all meetings and will be published as determined by the committee. The minutes of the committee will only reflect what was done and not what was said.

Section 6: Information and Data: The parties agree, that both labor and management will provide whatever information and/or data they control or have access to that is necessary and relevant for all committee and sub-committee members to have a full and complete understanding of the facts relating to the issues before the in order to fulfill their respective representational responsibilities and to make informed decisions while serving on the labor-management committee.

Section 7: Decisions:

- a) Decision making within the labor management committee shall be based on consensus. For the purpose of this agreement, consensus is defined as a unanimous decision of 'all' representatives present at the meeting. The parties must ensure that all issue(s) are fully discussed prior to reaching a decision. Once a decision is reached, it shall be supported by all members of the committee.
- b) If consensus is not reached, the issue(s) may be submitted for bargaining as appropriate through normal negotiation procedures pursuant to the terms and conditions of the CBA. Though the parties will strive to address their issues and/or resolve their conflicts through the labor-management committee, submission to the committee does not constitute an exhaustion requirement with respect to any of the parties' statutory or contractual rights.
- c) All decisions of the committee that are reached by consensus will be binding on the parties. The parties agree that labor/management committee, decisions, arrived at through consensus, constitute waivers of any rights that may exist to seek redress of that matter through any other form, except as may be prohibited by law. All agreement reached by the committee will be signed by all members of the committee. The parties agree that under no circumstances shall an agreement reach the committee modify the current CBA.
- d) All decisions of the LMC will be published jointly. All decisions will be posted for a thirty (30) day period on all official bulletin boards as a result of the committee's actions.
- e) Some issues, such as critical SOP's must be adopted in a timely basis in order to protect the members, the public and the city. While every attempt will be made to use this process whenever possible, the City reserves the right to implement any SOP that it deems critical, subject to this agreement. In those cases, the union reserves the right to use the traditional grievance process as outlined in Article 15 of this agreement.
- f) If an issue that has not been resolved by this process within thirty (30) days or did not conclude with a consensus agreement, management may implement its proposed resolution, subject to the terms and conditions of this Agreement notwithstanding this Article, unless otherwise mutually agreed to for a longer period.~~Article 46 shall cease to have standing on June 29, 2018 unless otherwise agreed to by the parties.~~

ARTICLE 47
PHYSICAL EXAMINATIONS, PHYSICAL FITNESS & FITNESS OF DUTIES

Section 1: Wellness/Fitness Initiatives: The Parties through their labor-management committee will implement a medical, wellness and physical fitness program for unit employees to obtain/maintain a level of wellness/fitness consistent with the duties he or she may be called upon to perform. The parties agree to develop the necessary Standard Operating Procedure[s] for implementing the terms and conditions of this article. The Program while utilizing the IAFF/IAFC Program as a guide and/or reference shall include but not be limited to the following:

- Identify Occupational Healthcare Provider
- Medical Evaluation & Surveillance & Behavioral Health Issues
- Immunization/Inoculations Section/Requirements
- Fitness Initiative
- Injury/Illness and Medical Rehabilitation [Return to Work Program]
- Other programs as agreed by the parties

ARTICLE 48
TERM OF AGREEMENT

Section 1: This Agreement shall be effective from July 1, ~~2015-2020~~ and continue in full force and effect until June 30, ~~2018-2023~~ or until a new Agreement is signed, whichever is later. The execution of this Agreement shall serve as the required 120-day notice to negotiate a successor Collective Bargaining Agreement in accordance with Title 26, M.R.S.A., Chapter 9A Sec.965E.

Section 2: Negotiations shall commence ninety (90) days prior to the expiration of this Agreement. The parties have hereby caused their names to be subscribed by their duly authorized representatives of this day and year.

Signed in Biddeford, Maine this ~~16th~~ day of ~~December 2016~~, 2021

For the Union:

For the City:

~~Timothy Sevigny~~Paul Froman, President

James A. Bennett, City Manager

~~Andrew Stevenson~~Ryan Cunningham, Vice-President

Derick Ouellette, Secretary

~~John Pothier~~Paul Clement, Treasurer

APPENDIX A

PROMOTION PROCESS

Section 1: As outlined in Article 29, the promotions for vacant unit Officer Positions shall be on a fair and competitive basis. No one with less than five (5) years of full-time active service with the Biddeford Fire Department (or other full-time department) and for employees hired on or after January 1st, 2004 must have one or more of the following degrees, certifications, or courses to be eligible for promotion; Associates degree or Bachelor's Degree. In the absence of one of an Associate's Degree or Bachelor's Degree the potential candidate[s] should have at a minimum two [2] of the following classes:

<u>Fire Officer 1 & 2</u>	<u>Fire instructor 1 & 2</u>
<u>EMS Instructor Coordinator</u>	<u>Paramedic</u>

Section 2: The department will conduct the promotional process annually, regardless of when a vacancy occurs. Promotions will not be subject to step in rank. The candidate will indicate which position(s) they are testing for at the beginning of the process. The results of the testing process are normally valid for two (2) years from the completion of the promotional process or until a new list is generated through the next scheduled promotional process. The City agrees that they will provide a 60-day notification of such test being given. If more than three candidates successfully complete the process, only the top three (3) scorers for each vacant position will be considered for promotion. In the event there are less than three candidates qualified the City shall select from those candidates that are qualified. Should at any time the list of qualified candidates go below three (3), the next qualified candidate that did not make the initial cut will move up to make the list of three (3).

Section 3: Acting Officers: In the event of there is a need to appoint an acting officer the City shall appoint from the existing top-three scorers on the current list. If the candidate selected is not interested in the acting officer's position, the City will appoint the next of the three (3) qualified candidates.

Section 4: The testing process shall consist of a written exam, an oral interview, and a practical test.

- a. The written exam shall be prepared, conducted, and evaluated by an outside entity. The city will confirm the proctor of the exam is trained and prepared to administrate the exam with a defined set of instructions and grievance process from the selected testing company. Instructions must be read to the candidates prior to the start of the exam. The books and other materials will be mutually agreed by the parties prior to the 60-day notice. In order to advance to the oral board, an employee must receive at least a score of seventy percent (70%). The written exam shall count as 40% of the total 100% possible.
- b. The oral board shall consist of three (3) mutually agreed upon individuals from personnel outside the City of Biddeford. The oral board shall count as 30% of the total 100% possible.
- c. The practical exam shall consist of leadership skills related to the position being tested. The test will include decision-making scenarios involving current regulations and policies and scene management that have been mutually agreed to by the parties. The practical exam shall count as the final 30% of the 100%

total weight possible.

d. Additional points shall be award to each candidate's final score:

1. Seniority: Candidates will be given seniority points at a rate of 1 point per year of service. The maximum number of seniority points shall be fifteen (15) years.

2. Education: Only highest education achieved will be awarded to the overall score.

3. Paramedic: 5 points.

4. Bachelor's degree: 10 points

5. Master's degree: 15 points

e. The union shall have a representative present throughout each stage of the promotional process.

f. All scores of all candidates will be publicly posted, unless a candidate formally withdraws from the process.

Section 5: Officer Candidate Program: The LMC will work towards creating and maintaining an Officer's Candidate Program that is designed to prepare interested and qualified unit employees for assuming and/or promoting to Officer positions within the Biddeford Fire Department. Unit Employees will be eligible for the Officer Candidate Program if they have successful passed the previous promotional process. Candidates with the supervision of an officer may fill the role of one of the vacant Officers position as necessary. As part of the program, candidates will be temporarily assigned for a period of a 12-hour period, once a month. The supervising officer will fill the still-men position during this temporary assignment.

~~As of April 25, 2016, the following employees were in violation of Article 14 Emergency Response Time. These employees are allowed to continue to maintain their residences as listed below. If they should leave that residence for any reasons, they must comply with the terms of the contract. It is recognized that the standard established within the contract was and remains a condition of employment. As such, should any of the employees fail to comply with this appendix, they shall forfeit their right to be a Biddeford Firefighter and immediately submit their resignation. Failure to do so will result in the immediate termination of said employee.~~

~~Eric Beaulieu~~

~~Current Addresses on file with Human Relations Department~~

~~Richard Dawe~~

~~Current Addresses on file with Human Relations Department~~

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APPENDIX **AB**- WAGE SCALES

effective July 1, 2015

	<u>2 years</u>	<u>5 years</u>	<u>8 years</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>
Firefighter-						
Basic	\$ 20.63	\$ 21.05	\$ 21.25	\$ 21.67	\$ 21.87	\$ 22.08
—Advance	\$ 21.71	\$ 22.14	\$ 22.36	\$ 22.79	\$ 23.01	\$ 23.22
—Critical Care	\$ 22.12	\$ 22.57	\$ 22.79	\$ 23.23	\$ 23.45	\$ 23.67
—Paramedic	\$ 22.91	\$ 23.37	\$ 23.60	\$ 24.05	\$ 24.28	\$ 24.51
Lt Basic	\$ 23.75	\$ 24.22	\$ 24.46	\$ 24.93	\$ 25.17	\$ 25.41
—Advance	\$ 24.27	\$ 24.75	\$ 24.99	\$ 25.48	\$ 25.72	\$ 25.96
—Critical Care	\$ 24.63	\$ 25.13	\$ 25.37	\$ 25.86	\$ 26.11	\$ 26.36
—Paramedic	\$ 24.95	\$ 25.45	\$ 25.70	\$ 26.20	\$ 26.45	\$ 26.70
Captain-First R						\$ 26.74
Captain Basic	\$ 25.13	\$ 25.64	\$ 25.89	\$ 26.39	\$ 26.64	\$ 26.89
—Advance	\$ 25.64	\$ 26.16	\$ 26.41	\$ 26.92	\$ 27.18	\$ 27.44
—Critical Care	\$ 25.99	\$ 26.51	\$ 26.77	\$ 27.29	\$ 27.55	\$ 27.81
—Paramedic	\$ 26.35	\$ 26.87	\$ 27.14	\$ 27.66	\$ 27.93	\$ 28.19

effective July 1, 2016

	<u>2 years</u>	<u>5 years</u>	<u>8 years</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>
Firefighter-						
Basic	\$ 21.05	\$ 21.47	\$ 21.68	\$ 22.10	\$ 22.31	\$ 22.52
—Advance	\$ 22.14	\$ 22.58	\$ 22.80	\$ 23.25	\$ 23.47	\$ 23.69
—Critical Care	\$ 22.57	\$ 23.02	\$ 23.24	\$ 23.69	\$ 23.92	\$ 24.15
—Paramedic	\$ 23.37	\$ 23.83	\$ 24.07	\$ 24.54	\$ 24.77	\$ 25.00
Lt Basic	\$ 24.22	\$ 24.70	\$ 24.95	\$ 25.43	\$ 25.67	\$ 25.92
—Advance	\$ 24.75	\$ 25.25	\$ 25.49	\$ 25.99	\$ 26.24	\$ 26.48
—Critical Care	\$ 25.13	\$ 25.63	\$ 25.88	\$ 26.38	\$ 26.63	\$ 26.88
—Paramedic	\$ 25.45	\$ 25.96	\$ 26.21	\$ 26.72	\$ 26.98	\$ 27.23
Captain-First R						\$ 27.28
Captain-Basic	\$ 25.64	\$ 26.15	\$ 26.40	\$ 26.92	\$ 27.17	\$ 27.43
—Advance	\$ 26.16	\$ 26.68	\$ 26.94	\$ 27.46	\$ 27.72	\$ 27.99
—Critical Care	\$ 26.51	\$ 27.04	\$ 27.30	\$ 27.83	\$ 28.10	\$ 28.37
—Paramedic	\$ 26.87	\$ 27.41	\$ 27.68	\$ 28.22	\$ 28.49	\$ 28.75

effective July 1, 2017

	<u>2 years</u>	<u>5 years</u>	<u>8 years</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>
Firefighter-						
Basic	\$ 21.47	\$ 21.90	\$ 22.11	\$ 22.54	\$ 22.76	\$ 22.97
—Advance	\$ 22.58	\$ 23.03	\$ 23.26	\$ 23.71	\$ 23.94	\$ 24.16
—Critical Care	\$ 23.02	\$ 23.48	\$ 23.71	\$ 24.17	\$ 24.40	\$ 24.63
—Paramedic	\$ 23.83	\$ 24.31	\$ 24.55	\$ 25.03	\$ 25.26	\$ 25.50
Lt-Basic	\$ 24.70	\$ 25.20	\$ 25.45	\$ 25.94	\$ 26.19	\$ 26.43
—Advance	\$ 25.25	\$ 25.75	\$ 26.00	\$ 26.51	\$ 26.76	\$ 27.01
—Critical Care	\$ 25.63	\$ 26.14	\$ 26.40	\$ 26.91	\$ 27.17	\$ 27.42
—Paramedic	\$ 25.96	\$ 26.48	\$ 26.74	\$ 27.26	\$ 27.51	\$ 27.77
						\$ 27.82
Captain-First R						
Captain-Basic	\$ 26.15	\$ 26.67	\$ 26.93	\$ 27.46	\$ 27.72	\$ 27.98
—Advance	\$ 26.68	\$ 27.21	\$ 27.48	\$ 28.01	\$ 28.28	\$ 28.55
—Critical Care	\$ 27.04	\$ 27.58	\$ 27.85	\$ 28.39	\$ 28.66	\$ 28.93
—Paramedic	\$ 27.41	\$ 27.96	\$ 28.23	\$ 28.78	\$ 29.06	\$ 29.33

a. The pay scale effect July 1, 2020 will be as follows.

effective July 1, 2020

					<u>6</u>				
	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 year</u>	<u>6 years</u>	<u>8 years</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>
Firefighter-Basic	\$19.88	\$20.54	\$21.65	\$22.09	\$22.53	\$22.97	\$23.42	\$24.08	\$24.96
—Advance/CC	\$21.15	\$21.86	\$23.03	\$23.50	\$23.97	\$24.44	\$24.91	\$25.62	\$26.56
—Paramedic	\$22.50	\$23.25	\$24.50	\$25.00	\$25.50	\$26.00	\$26.50	\$27.25	\$28.25
	<u>Start</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>6 year</u>				
Lt-Basic	\$24.22	\$24.70	\$25.17	\$25.88	\$26.83				
—Advance/CC	\$25.77	\$26.27	\$26.78	\$27.54	\$28.55				
—Paramedic	\$27.41	\$27.95	\$28.49	\$29.29	\$30.37				
Captain-Basic	\$26.04	\$26.55	\$27.06	\$27.83	\$28.85				

<u>Advance/CC</u>	<u>\$27.70</u>	<u>\$28.24</u>	<u>\$28.79</u>	<u>\$29.60</u>	<u>\$30.69</u>
<u>Paramedic</u>	<u>\$29.47</u>	<u>\$30.05</u>	<u>\$30.62</u>	<u>\$31.49</u>	<u>\$32.65</u>

b. The pay scale effective July 1, 2021 shall be:

effective July 1, 2021

	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 year</u>	<u>6 years</u>	<u>8 years</u>	<u>10</u> <u>years</u>	<u>15</u> <u>years</u>	<u>20</u> <u>years</u>	<u>25</u> <u>years</u>
<u>Firefighter-Basic</u>	<u>\$20.33</u>	<u>\$21.01</u>	<u>\$22.14</u>	<u>\$22.59</u>	<u>\$23.10</u>	<u>\$23.49</u>	<u>\$23.94</u>	<u>\$24.62</u>	<u>\$25.52</u>	<u>\$26.20</u>
<u>Advance/CC</u>	<u>\$21.63</u>	<u>\$22.35</u>	<u>\$23.55</u>	<u>\$24.03</u>	<u>\$24.57</u>	<u>\$24.99</u>	<u>\$25.47</u>	<u>\$26.19</u>	<u>\$27.15</u>	<u>\$27.87</u>
<u>Paramedic</u>	<u>\$23.01</u>	<u>\$23.77</u>	<u>\$25.05</u>	<u>\$25.56</u>	<u>\$26.14</u>	<u>\$26.59</u>	<u>\$27.10</u>	<u>\$27.86</u>	<u>\$28.89</u>	<u>\$29.65</u>

	<u>Start</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>6 year</u>
<u>Lt-Basic</u>	<u>\$24.83</u>	<u>\$25.25</u>	<u>\$25.74</u>	<u>\$26.47</u>	<u>\$27.44</u>
<u>Advance/CC</u>	<u>\$26.41</u>	<u>\$26.86</u>	<u>\$27.38</u>	<u>\$28.16</u>	<u>\$29.19</u>
<u>Paramedic</u>	<u>\$28.10</u>	<u>\$28.58</u>	<u>\$29.13</u>	<u>\$29.95</u>	<u>\$31.05</u>
<u>Captain-Basic</u>	<u>\$26.69</u>	<u>\$27.15</u>	<u>\$27.67</u>	<u>\$28.45</u>	<u>\$29.50</u>
<u>Advance/CC</u>	<u>\$28.39</u>	<u>\$28.88</u>	<u>\$29.43</u>	<u>\$30.27</u>	<u>\$31.38</u>
<u>Paramedic</u>	<u>\$30.21</u>	<u>\$30.72</u>	<u>\$31.31</u>	<u>\$32.20</u>	<u>\$33.38</u>

c. The pay scale effective July 1, 2022 shall be:

effective July 1, 2022

	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 year</u>	<u>6 years</u>	<u>8 years</u>	<u>10</u> <u>years</u>	<u>15</u> <u>years</u>	<u>20</u> <u>years</u>	<u>25</u> <u>years</u>
<u>Firefighter-Basic</u>	<u>\$20.89</u>	<u>\$21.58</u>	<u>\$22.74</u>	<u>\$23.21</u>	<u>\$23.73</u>	<u>\$24.14</u>	<u>\$24.60</u>	<u>\$25.30</u>	<u>\$26.23</u>	<u>\$26.92</u>
<u>Advance/CC</u>	<u>\$22.22</u>	<u>\$22.96</u>	<u>\$24.20</u>	<u>\$24.69</u>	<u>\$25.24</u>	<u>\$25.68</u>	<u>\$26.17</u>	<u>\$26.91</u>	<u>\$27.90</u>	<u>\$28.64</u>
<u>Paramedic</u>	<u>\$23.64</u>	<u>\$24.43</u>	<u>\$25.74</u>	<u>\$26.27</u>	<u>\$26.86</u>	<u>\$27.32</u>	<u>\$27.84</u>	<u>\$28.63</u>	<u>\$29.68</u>	<u>\$30.47</u>

	<u>Start</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>6 year</u>
<u>Lt-Basic</u>	<u>\$25.51</u>	<u>\$25.95</u>	<u>\$26.45</u>	<u>\$27.19</u>	<u>\$28.19</u>

<u>Advance/CC</u>	<u>\$27.14</u>	<u>\$27.60</u>	<u>\$28.13</u>	<u>\$28.93</u>	<u>\$29.99</u>
<u>Paramedic</u>	<u>\$28.87</u>	<u>\$29.36</u>	<u>\$29.93</u>	<u>\$30.78</u>	<u>\$31.91</u>
<u>Captain-Basic</u>	<u>\$27.42</u>	<u>\$27.89</u>	<u>\$28.43</u>	<u>\$29.23</u>	<u>\$30.31</u>
<u>Advance/CC</u>	<u>\$29.17</u>	<u>\$29.67</u>	<u>\$30.24</u>	<u>\$31.10</u>	<u>\$32.24</u>
<u>Paramedic</u>	<u>\$31.04</u>	<u>\$31.57</u>	<u>\$32.17</u>	<u>\$33.08</u>	<u>\$34.30</u>

Per Diem Pay Scale

effective July 1, 2020

	<u>2 years</u>	<u>5 years</u>	<u>8 years</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>
<u>FF/EMT</u>	<u>\$ 15.00</u>	<u>\$ 16.25</u>	<u>\$ 17.00</u>	<u>\$ 18.00</u>	<u>\$ 19.00</u>	<u>\$ 20.00</u>
<u>FF/Advanced</u>	<u>\$ 19.00</u>	<u>\$ 20.00</u>	<u>\$ 21.00</u>	<u>\$ 22.00</u>	<u>\$ 23.00</u>	<u>\$ 24.00</u>
<u>FF/Paramedic</u>	<u>\$ 21.00</u>	<u>\$ 22.00</u>	<u>\$ 23.00</u>	<u>\$ 24.00</u>	<u>\$ 25.00</u>	<u>\$ 26.00</u>

Effective January 1, 2021

	<u>2 years</u>	<u>5 years</u>	<u>8 years</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>
<u>FF/EMT</u>	<u>\$ 15.15</u>	<u>\$ 16.41</u>	<u>\$ 17.17</u>	<u>\$ 18.18</u>	<u>\$ 19.19</u>	<u>\$ 20.20</u>
<u>FF/Advanced</u>	<u>\$ 19.19</u>	<u>\$ 20.20</u>	<u>\$ 21.21</u>	<u>\$ 22.22</u>	<u>\$ 23.23</u>	<u>\$ 24.24</u>
<u>FF/Paramedic</u>	<u>\$ 21.21</u>	<u>\$ 22.22</u>	<u>\$ 23.23</u>	<u>\$ 24.24</u>	<u>\$ 25.25</u>	<u>\$ 26.26</u>

Effective July 1, 2022

	<u>2 years</u>	<u>5 years</u>	<u>8 years</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>
<u>FF/EMT</u>	<u>\$ 15.15</u>	<u>\$ 16.41</u>	<u>\$ 17.17</u>	<u>\$ 18.18</u>	<u>\$ 19.19</u>	<u>\$ 20.20</u>
<u>FF/Advanced</u>	<u>\$ 19.19</u>	<u>\$ 20.20</u>	<u>\$ 21.21</u>	<u>\$ 22.22</u>	<u>\$ 23.23</u>	<u>\$ 24.24</u>
<u>FF/Paramedic</u>	<u>\$ 21.21</u>	<u>\$ 22.22</u>	<u>\$ 23.23</u>	<u>\$ 24.24</u>	<u>\$ 25.25</u>	<u>\$ 26.26</u>

Effective July 1, 2023

	<u>2 years</u>	<u>5 years</u>	<u>8 years</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>
<u>FF/EMT</u>	<u>\$ 15.60</u>	<u>\$ 16.90</u>	<u>\$ 17.69</u>	<u>\$ 18.73</u>	<u>\$ 19.77</u>	<u>\$ 20.81</u>

<u>FF/Advanced</u>	<u>\$ 19.77</u>	<u>\$ 20.81</u>	<u>\$ 21.85</u>	<u>\$ 22.89</u>	<u>\$ 23.93</u>	<u>\$ 24.97</u>
<u>FF/Paramedic</u>	<u>\$ 21.85</u>	<u>\$ 22.89</u>	<u>\$ 23.93</u>	<u>\$ 24.97</u>	<u>\$ 26.01</u>	<u>\$ 27.05</u>

MEMORANDUM OF UNDERSTANDING

Between the City of Biddeford, Maine and Biddeford Fire Fighters Association Local 3107 of the International Association of Fire Fighters

Extension of Collective Bargaining Agreement

Section 1: The parties have agreed as part of the contract process that result in the new three year contract effective July 1, 2020 to simply extend the current Collective Bargaining Agreement between the City and the IAFF that expired on June 30th, 2018 for a period of two years.

Section 2: The terms and conditions of the Parties CBA that expired on June 30th, 2018 will remain in full force and effect until June 30th, 2020.

Section 3: The City agrees to provide all current bargaining unit employees and members that retired during the two-year period with a bonus as outlined below:

Unit Employees	Two (2) Year Bonus			[Times the number of months in service]		
	2 Years	5 Years	8 Years	10 Years	15 Years	20 Years
Firefighter	\$95.00	\$96.70	\$97.57	\$99.32	\$100.21	\$102.02
Lieutenant	\$105.00	\$106.90	\$107.87	\$107.87	\$109.83	\$110.82
Captain	\$112.50	\$114.55	\$115.60	117.71	\$118.78	\$120.96

Section 4: In addition, the parties agree that all grievances, grievance arbitration proceedings, or MLRB prohibited practice complaint proceedings, involving the parties at are pending as of May 27, 2021, shall be withdrawn effective ratification of the collective bargaining agreement dated July 1, 2020 to June 30, 2023.

Signed in Biddeford, Maine this day of ,2021

For the Union:

For the City:

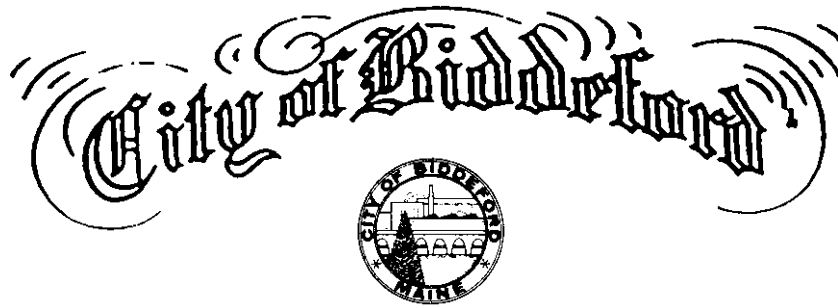
Paul Froman, President

James A. Bennett, City Manager

Ryan Cunningham, Vice-President

Derick Ouellette, Secretary

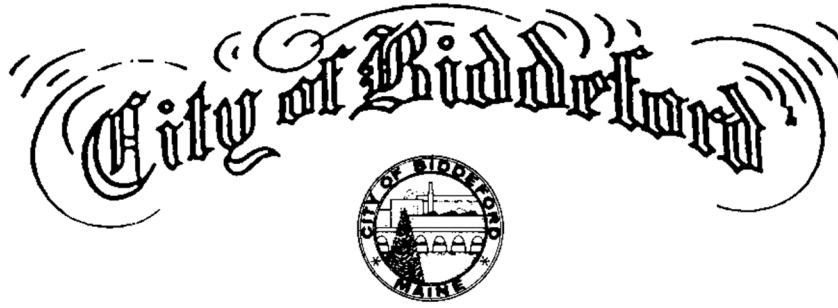
_____,
Paul Clement, Treasurer



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.



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

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: _____

Name: _____

Street Address: _____

Mailing Address:
(if different) _____

Phone Number(s): _____

Email Address: _____

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

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



CITY OF BIDDEFORD
Committee Application

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

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

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

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

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: _____

Name: _____

Street Address: _____

Mailing Address:
(if different) _____

Phone Number(s): _____

Email Address: _____

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

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

CITY OF BIDDEFORD
Committee Application

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

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

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

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