



**City of Biddeford
Finance Committee**

September 3, 2024 at 5:00 PM
City Hall Council Chambers & Zoom

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Or call in by phone: +1 312 626 6799

Meeting ID: 973 1952 8239

Passcode: 272339

1. Call to Order
2. Approval of Minutes
 - 2.a Approval of the Minutes
3. Signing of the Expenditure Warrant
4. Discussion/Approval
 - 4.a For Information: Approval for Eastern Fire/EMS Station Land Transfer Agreement
 - 4.b Approve Funds for Eastern Fire/EMS Station Property/Site Conditions Review and Additional Architectural Work
 - 4.c Authorize Purchase of 2021 Hyundai Ionoc (Vehicle Coming Off Lease)
 - 4.c 2024.152 Authorize Purchase of 2021 Hyundai Ionoc (Vehicle Coming Off Lease)
5. Other Business
6. Adjourn

City of Biddeford
Finance Committee
June 18, 2024 5:00 PM Council Chambers & Zoom

Councilor Beaupre: present
Councilor Lessard: excused
Councilor LaFountain: present
Mayor Grohman: present

1. Call to order

2. Approval of the Minutes

Motion: Councilor Beaupre
Second: Mayor Grohman
Vote: Unanimous in favor.
Motion passed.

3. Signing of the expenditure warrant

4. Discussion/Approval

4.a Bid Approval: Lead Hazard Reduction at 14 Gove St

Rehab Coordinator Michael Koerner presented the item. Mayor Grohman requested to hear some additional details about the bid walks program and confirmed the increase in the amount of affordable lead abated units. Koerner explained the changes in scope of work required which slightly increased the bid amount.

Motion: Councilor Beaupre motion to award bid to Ray Corp for work at 14 Gove St in the amount of \$40,175.
Second: Mayor Grohman
Vote: Unanimous in favor.
Motion passed.

4.b Approval to Purchase and Haul Gravel

Public Works Director Demers presented the item, explaining the reasoning behind coming back with this request for the gravel needed after initial approval was granted in April and the rationale behind the cost projections.

Mayor Grohman inquired about the source of the materials currently at the compost site and confirmed some details about the compost program.

Motion: Councilor Beaupre to authorize the expenditure of \$158,510 for work at the Andrews Rd landfill to Shaw Brothers.
Second: Mayor Grohman
Vote: Unanimous in favor.
Motion passed.

4.c Approval of Bid for Playground RFP

Recreation Director Thompson presented the item. Councilor LaFountain asked about the community build aspect of the project and how the staffing would be sourced. Director Thompson noted that it was expected to be a weekend project that could be sourced with volunteers from multiple organizations. She also mentioned that the entire installation was expected to be finished by late fall.

Councilor LaFountain asked about the plan to dismantle the playground at Rotary Park which Director Thompson noted was not required as part of the project, but had been recommended. Councilor Beaupre asked about the impact to the price of eliminating the removal of the existing elements at Rotary Park which are undetermined.

Councilor LaFountain also asked about any evaluations for flood resiliency and Director Thompson noted that no formal evaluations had been done but damages haven't previously been observed to equipment in that area.

Councilor LaFountain inquired about what, if any, consideration had been given to complement this project with the FY 2025 CIP funds and Director Thompson indicated that there hadn't been.

Motion: Councilor Beaupre motion to accept the bid from Utiliplay and Dry Landscape Architecture and direct the Director to evaluate the resources at Rotary Park and consider whether expansion of that program would be feasible by the end of August 2024.

Second: Mayor Grohman

Vote: Unanimous in favor.

Motion passed.

4.d Approval to Contract with Maine Water for Sewer Billing

Chief Operating Officer Phinney explained the context behind the issues and inefficiencies that have recently been encountered with the sewer billing process. He also noted which options in pursuing the contract may impact the current cost estimates included in the brief.

Mayor Grohman asked about whether this change could potentially increase revenues based on higher collection percentages or more timely billing. He also asked about the likeliness of being able to find another vendor to help with the data conversion. Phinney explained that revenues may be collected more timely and that vendors hadn't been formally researched yet.

Councilor Beaupre asked about the status of current billings and Finance Director Pavlak noted that billing was currently behind but staff has been working to resume as quickly as possible in order to catch up after the sewer billing vacancy then stay current through implementation of outsourcing to Maine Water.

Councilor LaFountain asked about the typical annual increases to expect in future years which are estimated to be in line with typical CPI increases. He also asked about the impact to budget transfers and COO Phinney explained that the only impact would be to the General Fund, absent a policy decision on the Wastewater administrative charge.

Mayor Grohman expressed support for this contract given the rate of errors and potential efficiencies to be gained.

Motion: Councilor Beaupre motion to authorize the City Manager to enter into agreement with Maine Water to outsource sewer billing.

Second: Mayor Grohman
Vote: Unanimous in favor.
Motion passed.

4.5. Gilbert Boucher Park Bath House Update

City Manager Bennett presented the item, noting the various costs included and funding source from the recent CIP vote. He noted that the item needed approval in order to proceed with the project, decisions to be made around the plan for the parking lot and septic system, and approval to include additional costs that are not currently funded before sending out the request for proposal. Mayor Grohman asked whether the Capital Committee had discussed some of the policy issues related to the project and Councilor LaFountain stated that they did not. City Manager Bennett noted that the committee had traditionally not been involved as much with the implementation of capital items.

Motion: Councilor Beaupre motion to send to Council for final decision.
Second: Mayor Grohman
Vote: Unanimous in favor.
Motion passed.

4.6

Director Demers presented the item. Councilor Beaupre asked about whether this purchase could have been approved by the City Manager and City Manager Bennett clarified that the amount was over the threshold for City Manager approval.

Motion: Councilor Beaupre motion to award the bid.
Second: Mayor Grohman
Vote: Unanimous in favor.
Motion passed.

Councilor Beaupre Motion to adjourn at 6:02 pm.
Second: Mayor Grohman
Vote: Unanimous in favor.

Meeting adjourned.

City of Biddeford
Finance Committee
August 6, 2024 5:00 PM Council Chambers & Zoom

Councilor Beaupre: present
Councilor Lessard: present
Councilor LaFountain: present
Mayor Grohman: present (as of 5:09pm)

1. Call to order

2. Approval of the Minutes

Deferred to next meeting.

3. Signing of the expenditure warrant

4. Discussion/Approval

4.a. Approval/FMI Pump Station Upgrade

Public Works Director Demers presented the item and explained how the Department came up with the total price, noting that the range was necessary to capture any potential contingencies. Councilor Lessard asked about the price of the Apex bid and Director Demers confirmed the figures. Councilor Lessard noted his support and lauded the effort of the Public Works Department to find savings. Councilor Beaupre agreed with the sentiment and Councilor LaFountain inquired about capacity within the department. Director Demers noted the additional workload but confirmed that staff would be able to prioritize the work. Councilor Lessard noted his support for adding staff to Public Works given the expected savings brought forward from this item. Councilor Beaupre confirmed the timeline for the project which is expected to commence this November and take about 45-60 days.

Motion: Councilor Beaupre motion to award the bid.

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

4.b. Approval/Purchase Portable Bypass Pump

Director Demers presented the item and explained that the reasoning behind the proposed purchase is the anticipated savings due to the recent price of the rental that was required due to a recent sewer collapse. Councilor Lessard asked about whether the proposed pump to be purchased is the best value or the best pump and Director Demers confirmed that it was the best option based on the technology.

Motion: Mayor Grohman motion to approve.

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

4.c. Approval/Purchase of Cellebrite - Computer program to unlock "smart" devices to aid in investigations

Police Chief Fisk presented the item and noted that the program was included in the recently approved budget. The final proposed price is slightly lower than initially expected due to a small discount offered. Mayor Grohman asked about whether we were able to use another jurisdiction's license and Chief Fisk noted that it is best for the City to have its own license.

Motion: Councilor Beaupre motion to approve.

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

4.d. Approval/Lead Bid - 154 Cleaves St

Rehab Coordinator Michael Koerner presented the item and noted that the bid was renegotiated a bit to get down to the final cost presented.

Motion: Councilor Beaupre motion to approve.

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

5. Other business

COO Phinney provided a brief update on the status of the Berry Dunn engagement.

Councilor Beaupre Motion to adjourn at 5:31 pm.

Second: Councilor Lessard

Vote: Unanimous in favor.

Meeting adjourned.

City of Biddeford
Finance Committee
August 20, 2024 5:00 PM Council Chambers & Zoom

Councilor Beaupre: excused
Councilor Lessard: present
Councilor LaFountain: present
Mayor Grohman: excused

1. Call to order

2. Approval of the Minutes

Deferred to next meeting (no quorum).

3. Signing of the expenditure warrant

4. Discussion/Approval

4.a Approve Funds for Eastern Fire/EMS Station Property/Site Conditions Review and Additional Architectural Work

Removed

4.b Motorola Body Camera System

Police Chief Fisk presented the item, confirming that the item was in the recently approved CIP. Councilor Lessard asked about a new communication system from one to two years ago and Chief Fisk clarified that that was for just the radio system, not for cameras, though they are from the same company. He also questioned whether the amount of cameras requested was enough and Chief Fisk said that some of the existing cameras could still be used simultaneously until they are no longer operational as they are no longer serviceable. Councilor LaFountain asked about the estimated service life and Chief Fisk answered that it was approximately 6 years. She also clarified the approximate cost per unit of \$1,500 compared to the total CIP request of \$80,000. Councilor Lessard noted his desire to increase the request to \$100,000 to increase the number of units. The issue will be discussed further at Council.

No vote (no quorum).

4.c Approval/EV Charger Station

Economic Developer Coordinator Brad Favreau presented the item, requesting that the remaining U.S. Department of Energy grant funds be used to install one additional charging location and the balance be used for the siting plan for the EV chargers. Councilor Lessard asked about why a second location wasn't recommended given that the cost of the first location was less than half of the grant balance. Favreau noted that other locations were more expensive so it would not actually be possible with the remaining funds. Councilor Lessard expressed his desire to be able to include additional locations and possibly consider different locations because of the confusion around installing stations in areas where the incomes typically would not support the purchase of an electric vehicle. He proposed finding a funding source for the remaining couple thousand dollars it would take to add an additional location.

Councilor LaFountain asked about the spending time for the grant and Favreau confirmed that it was two years from this June when it was received. Councilor LaFountain asked about other uses of the grant in other localities. He also asked whether the charger locations have to be on public property. Favreau noted that they don't but private locations would be more complicated.

City Manager Jim Bennett noted that the second half of the grant would have to come back in front of the Committee and Council due to the dollar amount so this discussion will require follow up. Councilor Lessard expressed hesitation based on the Federal structure of this grant and desire for follow up with Council.

No vote (no quorum).

5. Other Business

None.

Meeting closed at 5:31pm.



Finance Committee

Meeting Date: September 3, 2024

Meeting Time: 5:00 PM

Agenda Item 4.a

No:

Item For Information: Approval for Eastern Fire/EMS Station Land Transfer

Description: Agreement

Submitted By: Lawrence D. Best, Fire Chief

Supporting Information/Documentation:

2024.150 City Council Order for Eastern Fire EMS Substation Real Estate Agreement 09-03-2024, 08082024 Real Estate Transfer Agreement (UNE - City of Biddeford) - FINAL 8-29-24, Fully Executed Term Sheet - LOI UNE Property for Fire Station

Key Terms:

Executive Summary:

Consider authorizing the City Manager to enter into a Real Estate Agreement with the University of New England (UNE) for the Eastern Fire/EMS Substation.

Detailed Review:

The need for an Eastern Fire/EMS Substation is a project that was worked on by the Eastern Fire/EMS Substation Committee through April 2023. Councilor Emhiser, the Chair of the Committee, presented the group's findings at the April 18, 2023, City Council meeting. The committee identified the best geographical location for the Eastern Fire/EMS Substation is Pool Street in the area of UNE/Newtown Road. Since that time, staff has worked on identifying and reviewing potential property sites that would meet the needs of the station. During this process, #16 Old Pool Road was identified as the preferred property site. This location was selected as the preferred site given the frontage and quick access to Pool Street, which helps with response times and travel routes.

UNE has offered to convey a parcel of land along Route 9 (Pool Street) on the UNE Biddeford Campus adjacent to the existing UNE Facilities building for the purpose of locating a much-needed Eastern Fire/EMS Substation.

Funding Source:

No funds are being requested

Staff Recommendation:

Recommendation to approve this request, so the City can move forward with the next steps for the Eastern Fire/EMS Substation which will begin to address lengthy response times in this area of the City.

City of Biddeford



2024.150 IN BOARD OF CITY COUNCIL... September 3, 2024
BE IT ORDERED, that the City Manager be authorized to enter into a Real Estate Agreement with the University of New England to convey property to the City located at #16 Old Pool Road for the Eastern Fire/EMS Substation.

Attest by: _____

REAL ESTATE TRANSFER AGREEMENT

This REAL ESTATE TRANSFER AGREEMENT (this “Agreement”) is made as of _____, 2024 (the “Effective Date”), by and between the **City of Biddeford**, a Maine corporation (“City”) and the **University of New England**, a Maine non-profit corporation (“UNE,” and together with the City, each a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, The City and UNE executed a certain nonbinding LOI/Term Sheet dated April 2, 2024, a copy of which is attached hereto as Exhibit A made a part hereof (the “Term Sheet”).

WHEREAS, the City and UNE desire to enter into a binding agreement with respect to the “Proposed Transaction” set forth in the Term Sheet.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TRANSFER OF REAL ESTATE.

- A. UNE agrees to transfer to the City, on the terms and conditions hereinafter set forth, a certain land located on State Route 9 in the City of Biddeford, County of York, Maine, consisting of an approximately 300’ by 300’ (2.066 acre) parcel generally in the location and configuration depicted in the attached Exhibit B made a part hereof (the “Substation Property”). The Parties agree to cooperate in good faith to determine appropriate definitive metes and bounds to permit the inclusion of an accurate and complete description of the parcel on a deed from UNE to the City, which would then be recorded in the York County Registry of Deeds.

The Substation Property will be conveyed by UNE to the City subject to: (i) a right of reversion in favor of UNE providing that if an emergency services substation is not constructed within _____ (____) years following the Closing, the Substation Property shall automatically revert to UNE (the “Reverter”); and (ii) an easement and right of way (the “Access Easement”) over a portion of the Substation Property sufficient to allow UNE ingress and egress between Route 9 and UNE’s remaining property located adjacent to the Substation Property, which Access Easement shall be included in the Deed (as defined below) approximately in the area depicted on Exhibit A attached hereto (the “Access Easement Area”). The area of the Access Easement shall be across the entirety of the Substation Property until the New Substation is constructed, at which time the area of the Access Easement shall be across the Substation Property on the public side of the New Substation (as defined below) in an area designated by the City, subject to UNE’s approval in its reasonable discretion. The Access Easement shall be appurtenant to the land of UNE adjacent to the Substation Property retained by UNE and any other land owned by UNE adjacent thereto.

- B. The City agrees to transfer to UNE, on the terms and conditions hereinafter certain wetland parcels located on State Route 9 in the City of Biddeford, County of York, Maine and depicted on the City of Biddeford Tax Map 9 as Lots: (i) 17 (Newtown Road, PID 1036); (ii) 53-3 (off Pool Street, PID 7325); (iii) 52-1 (off Pool Street, PID 1087); and

(iv) 28-2 (off Pool Street, PID 1062) (collectively, the “Wetlands Parcels,” and together with the Substation Property, the “Property”).

C. The City and UNE agree that there is no cash consideration for the conveyance of the parcels as set forth herein. Consideration is the mutual covenants and agreements.

D. The City will make all efforts in good faith to transfer the “Wetland Parcels” to UNE. However, if the City’s obligations pursuant to 36 M.R.S. §943-C, §949, Code of Ordinances Sec. 2-118 and to comply with any other law, ordinance and/or decision of the Maine Superior Judicial Court or United States Supreme Court, preclude the transfer of title from the City to UNE for the “Wetland Parcels”, the City will grant an easement in perpetuity to UNE to allow UNE to exclusively enter, occupy, use and control the “Wetland Parcels”.

2. TITLE. Each Party shall convey good and marketable title to the Property it is conveying to the other Party at the Closing in fee simple, subject to the Permitted Encumbrances (as defined below), but free and clear of all liens and mortgages, except for liens for real estate taxes not yet due and payable. Within _____ (___) days following the Effective Date (the “Review Period”), each Party shall notify the other Party in writing (a “Title Objection Notice”) of any objections to matters of record at the Registry adversely affecting title to the Property that are objectionable to such Party in the Party’s sole discretion (“Unpermitted Encumbrances”). Each Party shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, excluding any mortgage, tax lien or mechanics’ lien, judgment lien (for which no title objection is required), if such Party fails to specifically identify such matters in a Title Objection Notice (each matter not objected to being a “Permitted Encumbrance”). A Party receiving a Title Objection Notice may, but shall have no obligation to, eliminate, modify or remove the Unpermitted Encumbrances, if any. A Party receiving a Title Objection Notice shall, within thirty (30) days after receipt of the Title Objection Notice, deliver to the Party delivering such Title Objection Notice written notice (a “Title Cure Notice”) that either (i) the Party will, at its expense, cure or remove each of the items to which objection has been made by the other Party before Closing, or (ii) the Party is unable or unwilling to cure or remove any one or more of said items objected to by the other Party. If a Party is unable or unwilling to eliminate, modify or remove the Unpermitted Encumbrances within said thirty (30) day period (the “Title Response Period”) (or if the Party does not timely respond, it shall be deemed to have refused to take further action), the other Party, as its sole and exclusive remedy, shall have the right to terminate this Agreement by giving written notice of such election before the expiration of the Review Period if no Title Objection Notice is given or before the expiration of the Title Response Period if a Title Objection Notice was given prior to the expiration of the Review Period. If a Party so terminates this Agreement, neither party shall have any further rights, duties or obligations hereunder. If a Party does not so terminate this Agreement, then such Party shall be deemed to have waived its rights to object to the Unpermitted Encumbrances to which the other Party has not expressly agreed to cure in its Title Cure Notice (which will then become Permitted Encumbrances). UNE acknowledges the City’s legal obligations related to the conveyance of tax acquired property and will cooperate with the City to meet any requirements.

3. SCHOLARSHIP PROGRAM. At the Closing, UNE shall establish a scholarship program titled the “City of Biddeford Nor’easter Scholarship” for dependent children of full-time employees of the City of Biddeford and the Biddeford School District (the “Scholarship”). The scholarship will range from 33% to 60% (for students beginning in the Fall of 2024) of the cost of tuition, depending on the individual student’s high school academic performance. The average scholarship for all awarded shall be no more than 50% of the cost of tuition in any one given year. The University shall award up to 20 new scholarships per year, limited only by the lack of qualified eligible applicants as identified within. Should more than 20 eligible students be eligible for the program, additional scholarships will be provided on a space-available basis. The scholarship amount initially awarded is renewable for eight [8] consecutive semesters of full-time UNE undergraduate

study only, and students must maintain a minimum UNE grade point average of 2.5. In addition to this special merit scholarship, students can receive consideration for need-based financial aid by completing the FAFSA (Free Application for Federal Student Aid). Once awarded, the scholarship will remain consistent throughout any given student's eight semesters of study. However, the exact amount of the scholarship (that is, the percentage of tuition covered) may vary slightly for each new cohort of students entering the program. Further information can be obtained through UNE's Office of Undergraduate Student Financial Services at 207-602-2342

4. ROAD DISCONTINUANCE. At the Closing, which will be scheduled as close to, if not the same day as, the City Council's vote, the City shall discontinue the road known as Town Landing (the "Road") affirmatively stating that the road is discontinued without reservation of an easement. The documents affirming the vote to discontinue the Road will be executed and recorded in the York County Registry of Deeds in a form and manner satisfactory to UNE and its title insurer (the "Discontinuation Documents"). The City and UNE agree that the Road has not been maintained by the City, is not visible as a road, and has not been in use by the public for decades.

3. CLOSING. The closing of the transaction contemplated by this Agreement (the "Closing" or "Closing Date") shall take place on or before _____, 2024, unless otherwise agreed in writing signed both the City and UNE.

A. At the Closing, UNE shall execute and deliver to the City the following documents and instruments:

- i. a Quitclaim Deed to the Substation Property, in accordance with the Short Form Deeds Act, 33 M.R.S.A. § 761 et seq., (the "UNE Deed"), which UNE Deed shall include the Reverter and the Access Easement;
- ii. such title affidavits and certificates, including without limitation, an owner's affidavit for removal of standard printed exceptions with respect to mechanic's liens or persons in possession, or as may otherwise be reasonably required by the City's title insurer, but in no event will UNE provide a so-called no-survey affidavit to the City or the title insurer;
- iii. a Certification of Non Foreign Status pursuant to Section 1445 of the Internal Revenue Code that UNE is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and related regulations), and applicable federal and state tax reporting certificates including, without limitation, any required state withholding or non-foreign status certificate;
- iv. evidence of authority of persons executing the UNE Deed and other closing documents reasonably satisfactory to the City;
- v. a resolution of the appropriate governing body of UNE authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder;
- vi. applicable Maine State REW Forms pursuant to 36 M.R.S.A. Section 5250-A;
- vii. an affidavit regarding the presence of underground storage tanks, a

surface/subsurface waste disposal system certificate (if applicable);

viii. a signed settlement statement reflecting all prorations, adjustments and closing costs for the transfer of the Property; and

ix. any other customary documents reasonably necessary or legally required to evidence the transfer of the Property and/or required to issue the City's title insurance policy.

B. At Closing, the City shall deliver to UNE all of the following:

i. a Municipal Quitclaim Deed to the Wetlands Parcel, in accordance with the Short Form Deeds Act, 33 M.R.S.A. § 761 et seq., (the "City Deed," and together with the UNE Deed, the "Deeds");

ii. evidence of authority of persons executing the City Deed and other closing documents reasonably satisfactory to UNE;

iii. evidence of appropriate municipal action authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder;

iv. applicable Maine State REW Forms pursuant to 36 M.R.S.A. Section 5250-A;

v. an affidavit regarding the presence of underground storage tanks, a surface/subsurface waste disposal system certificate (if applicable);

vi. The Discontinuation Documents;

vii. a signed settlement statement reflecting all prorations, adjustments and closing costs for the transfer of the Property.

viii. all other documents and instruments referred to herein that are to be provided to UNE by the City; and

ix. any other customary documents reasonably necessary or legally required to evidence the transfer of the Property and/or required to issue the UNE's title insurance policy.

4. PUBLIC ACCESS TO BIDDEFORD CAMPUS. Following the Closing, UNE agrees to continue its current policy of allowing the public to visit its Biddeford campus (the "Campus"), including pedestrian use of campus, free parking in the Campus' visitor parking areas designated by UNE, and water access, including fishing in designated areas and use of the seasonal pier at Jordan Point for launching canoes, kayaks, standup paddle boards and other watercraft consistent with approved use of the pier by UNE students. Notwithstanding the foregoing, no provision of this Agreement shall be deemed in any way to create or confer in or on any member of the public any right to use or enjoy the Campus, or any estate therein, or operate as a dedication or grant of an easement by UNE. This Section shall survive delivery of the deeds and the consummation of the transfer of the Property contemplated by this Agreement

5. EMS CLUB COOPERATION. Following the Closing, the City agrees to continue to work with UNE's EMS Club, as appropriate, to provide services to City Residents. This Section shall survive delivery of the deeds and the consummation of the transfer of the Property contemplated by this Agreement.

6. RISK OF LOSS, DAMAGE AND INSURANCE; CONDEMNATION.

- A. All risk of loss to the Substation Property prior to the Closing by casualty, act of God or any other event shall be borne by UNE.
- B. In the event that, prior to the Closing, the improvements which are part of the Substation Property are destroyed or, in the reasonable opinion of the City, substantially damaged, the City may either (i) terminate this Agreement and receive back the Deposit, or (ii) accept the insurance proceeds payable by reason of such damage or destruction and close this transaction notwithstanding the same. If any part of the Substation Property is damaged by fire or other casualty and the City does not elect to terminate this Agreement pursuant to this Section, then UNE and the City shall perform their respective obligations under this Agreement and in the event of a closing, UNE shall (x) deliver to the City at the Closing any insurance proceeds or condemnation awards received by UNE in respect of or allocable to the Substation Property; (y) assign to the City all of UNE's interest in and to any insurance proceeds and/or condemnation awards allocable to the Substation Property which have not yet been received by UNE on that date; and (z) refrain from accepting or agreeing upon the amount of any payment of any proceeds or awards without the City's prior written consent.
- C. In the event of condemnation or receipt of notice of condemnation of all of the Substation Property, or any portion thereof, prior to Closing, UNE shall give written notice to the City promptly after UNE receives such notice or otherwise learn of such condemnation or conveyance in lieu thereof and the City may, at its option, may elect either (a) to terminate this Agreement effective upon written notice to UNE not later than ten (10) days after receipt of notice from UNE and UNE shall immediately return the Deposit to the City, or (b) not to terminate this Agreement and proceed to Closing. If the City elects not to terminate this Agreement and proceeds to Closing, the City shall be entitled to receive, and UNE shall assign to the City all of UNE's interest in, all of the condemnation proceeds and all interest thereon.

7. POSSESSION.

- A. The Substation Property shall be delivered to the City at the time of the Closing free and clear of any and all tenancies or occupancies by any person or entity.
- B. The Wetlands Parcels shall be delivered to UNE at the time of the Closing free and clear of any and all tenancies or occupancies by any person or entity.

8. CONSTRUCTION OF SUBSTATION. Within _____ (____) years after Closing, the City shall construct an emergency services substation (the "New Substation") on the Substation Property. The City shall submit the proposed plans for the New Substation, including the proposed area for the Access Easement, prior to commencing construction, which plans shall be subject to UNE's prior review and approval, which approval shall not be unreasonably withheld, conditioned or delayed.

9. PROPERTY CONVEYED AS-IS. EACH PARTY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT: (I) THE TRANSFER OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS"; AND (II) NEITHER PARTY NOR ANY OF ITS PARTNERS, MEMBERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, ATTORNEYS, ACCOUNTANTS, CONSULTANTS, AGENTS OR REPRESENTATIVES, NOR ANY PERSON PURPORTING TO REPRESENT ANY OF THE FOREGOING, HAS, EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, MADE ANY REPRESENTATION, WARRANTY, GUARANTY, PROMISE, PROJECTION OR PREDICTION WHATSOEVER WITH RESPECT TO THE PROPERTY, AND/OR THEIR OPERATION OR ANY ASPECT THEREOF, WRITTEN OR ORAL, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION OR WARRANTY AS TO (A) THE CONDITION, QUANTITY, QUALITY, VALUE, USE, UTILITY, OCCUPANCY OR OPERATION OF THE PROPERTY OR ANY PORTION THEREOF, (B) THE PAST, PRESENT OR FUTURE REVENUES OR EXPENSES WITH RESPECT TO THE PROPERTY, (C) THE COMPLIANCE OF THE PROPERTY OR ANY PORTION THEREOF OR THE OPERATION THEREOF WITH ANY ZONING REQUIREMENTS, BUILDING CODES, ENVIRONMENTAL LAWS OR OTHER APPLICABLE LAW, OR (D) THE ACCURACY OF ANY RECORDS, REPORTS OR OTHER INFORMATION, IF ANY, PROVIDED WHICH WERE PREPARED FOR OR ON BEHALF OF A PARTY. EACH PARTY ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON ANY STATEMENT MADE OR INFORMATION PROVIDED TO SUCH PARTY THE OTHER PARTY, OR ANY OF ITS SHAREHOLDERS, DIRECTORS, PARTNERS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, ATTORNEYS, ACCOUNTANTS, CONSULTANTS, AGENTS OR REPRESENTATIVES, OR ANY PERSON PURPORTING TO REPRESENT ANY OF THE FOREGOING, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SUCH PARTY IN THIS AGREEMENT.

10. DEFAULT AND REMEDIES. If a Party shall default in performing its obligations hereunder prior to or at the Closing, and the Party shall have performed or tendered performance of its obligations hereunder, then the non-defaulting Party's sole remedy shall be to either (i) terminate this Agreement by notice of termination to defaulting Party, in which event the Parties shall be relieved of any further liability or obligation hereunder, except with respect to those obligations that are expressly stated herein to survive the termination of this Agreement, or (ii) pursue any available legal or equitable remedies, including but not limited to seek specific performance of this Agreement.

11. BROKERAGE. The City and UNE represent to the other that neither has engaged the services of any broker, agent, finder or commission sales agent in connection with the transfer of the Property. Each party agrees to defend, indemnify and hold the other harmless from and against any and all claims, actions and demands for commissions or fees to be paid by each or claimed by any person or entity to be due in connection herewith.

12. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

- A. Real estate taxes, assessments, fuel, oil, and utilities shall be prorated as of the Closing based upon amounts thereof actually paid or received (as the case may be) as of this date.
- B. The Maine real estate transfer tax shall be paid by UNE and the City in accordance with 36 M.R.S.A. § 4641-A.
- C. The recording fee for the City Deed will be paid by UNE.

- D. The recording fee for the UNE Deed will be paid by the City.
- E. All title examination charges and title insurance premiums for the Substation Property shall be paid by the City.
- F. All title examination charges and title insurance premiums for the Wetlands Parcels shall be paid by UNE.
- G. Each party shall otherwise be responsible for its own costs and charges (including, without limitation, legal and other charges).

13. MISCELLANEOUS.

- A. Time. Time is of the essence to this Agreement.
- B. Notices. All notices, demands and other communications hereunder shall be in writing and shall be given either (i) by first class mail, postage prepaid, to UNE at the address set forth below; (ii) by hand delivery to UNE's address set forth below; or (iii) by email to the address indicated below, with evidence of receipt by the primary addressee. All notices shall be deemed to have been duly given if postmarked prior to the expiration date and time specified herein (in the case of mailing) or upon delivery (if hand delivered) or upon time of confirmed receipt in case of emails, except that emails received after 3:00 p.m. shall be deemed effective on the next business day.

TO THE CITY:

James A. Bennett, City Manager
City of Biddeford
205 Main Street
Biddeford, ME 04005
Email: james.bennett@biddefordmaine.org

WITH A COPY TO:

Harry B. Center, II, Esq.
Woodman Edmands, P.A.
P.O. Box 468
Biddeford, ME 04005
Email: hcenter@woodedlaw.com

TO UNE:

The University of New England
Jim Irwin
Senior Vice President of Finance and Administration
11 Hills Beach Road
Biddeford, ME 04005
Email: Jirwin1@une.edu

WITH A COPY TO:

Peter J. Van Hemel, Esq.
Bernstein Shur Sawyer & Nelson
PO Box 9729
Portland, ME 04104-5029
Email: pvanhemel@bernsteinshur.com

Either party may change its address for purposes of this subparagraph by giving the other party notice of the new address in the manner described herein.

- C. Expenses. Each of the parties to this Agreement shall pay its own expenses and costs incurred by it in negotiating, closing and carrying out this Agreement.
- D. Waivers. No waiver of any breach of any representation, warranty, covenant, agreement or undertaking shall be held or construed as a waiver of any other breach of the same or any other representation, warranty, covenant, agreement or undertaking.
- E. Binding Effect/Amendment. This Agreement shall not become a binding contract until signed by both parties and that fact has been communicated to all parties or their agents. This Agreement will inure to the benefit of and bind the respective heirs, successors, personal representatives and assigns of the parties hereto and may be cancelled, modified or amended only by a writing executed by the parties hereto or their legal representatives.
- F. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Neither the City nor UNE shall have the right to assign its interests under this Agreement without the prior written consent of the other.
- G. Entire Agreement; Construction. This Agreement sets forth the entire agreement between the parties, and there are no other agreements or understandings between them related to the subject matter hereof, and supersedes all prior agreements and understandings with respect thereto. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. All representations and warranties contained herein made by the City or UNE shall survive the Closing or earlier termination of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.
- H. Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine or electronic mail and signatures appearing on faxed or electronically transmitted instruments (e.g. scanned PDF documents) shall be treated as original signatures.
- I. Attorney's Fees. If any legal action (including without limitation, mediation or arbitration) is brought by either party to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' and paralegals' fees and court costs.
- J. Effective Date. The Effective Date of this Agreement shall be deemed to be the date first above written herein, provided that if no date is filled in, the Effective Date shall be the last date of the signature of either the City or UNE.
- K. Governing Law/Venue. This Agreement shall be deemed a contract made under and

shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the State of Maine. Each party hereto irrevocably submits to the exclusive jurisdiction of the Courts of the State of Maine or the United States District Court having jurisdiction over the location of the Property, in any action, suit or proceeding arising out of or relating to this Agreement, any of the documents referenced in this Agreement or any of the transactions contemplated hereby or thereby; and each party agrees that any such action, suit or proceeding shall be brought only in such a court. Each party hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a court, including any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum.

- L. Saturday, Sunday and Legal Holidays. In the event any date or deadline referred to herein shall fall on a Saturday, Sunday, legal holiday in the State of Maine, then such date or deadline shall be deemed to be extended to the next business day.
- M. No Waiver. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance or any other obligations or acts. No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver hereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude other or further exercise thereof, or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.
- N. No Recording. This Agreement shall not be recorded or otherwise filed or made a matter of public land or lien records and any attempt to record or file same by the City shall be deemed a default by the City hereunder.
- O. Further Assurances. In addition to the obligations expressly required to be performed hereunder by UNE and the City, each party agrees to cooperate with the other and to perform such other acts and to execute, acknowledge and deliver, prior to and after Closing, such other instruments, documents and materials as a party may reasonably request and as shall be necessary in order to effect the consummation of the transactions contemplated hereby; provided that no such other instrument, document or material shall either extend or enlarge the obligations of the non-requesting party beyond the express undertakings of this Agreement or shall require or could require the non-requesting party to make any payment or expend any funds which are not expressly provided for herein or which the requesting party shall not reimburse. This Section shall survive Closing and any termination of this Agreement.
- P. No Enforcement By Third Parties. No person or entity other than a party to this Agreement or a successor-in-interest or permitted assign of a party hereto shall be entitled to assert any claim arising out of or in connection with this Agreement.
- Q. No Presumption Against Drafter. This Agreement has been freely negotiated by both

parties, each of which has been represented by counsel of its choice. In the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement, or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party or its counsel having drafted this Agreement or any portion thereof.

- R. Captions. The captions of the various Sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

DRAFT

IN WITNESS WHEREOF, UNE and the City have caused this Agreement to be executed under seal by their respective duly authorized representatives as of the date first above written.

WITNESS:

UNE:

University of New England

Name:

By:_____
Name:_____
Title:_____

THE CITY:

City of Biddeford

Name:

By:_____
Name:_____
Title:_____

Exhibit A

Term Sheet

[To be attached]

Exhibit B

Depiction of Substation Property

[To be attached]

University of New England & City of Biddeford
Eastern Fire Substation
Term Sheet for A City Option to
Exchange Rights in Certain
Lands
April 2, 2024

This Letter of Intent/Term Sheet is intended to memorialize our mutual intent and understanding of the general terms upon which University of New England {"UNE"} and the City of Biddeford ("the City") will enter into an option for the City to enter into the "Proposed Transaction" as defined below through which the parties will exchange rights in certain lands for the mutual benefit of both parties and other promises and consideration.

In summary, the City seeks to locate a much-needed Fire Department Substation along Route 9 {Pool Street}, and UNE has offered to convey a parcel of land on the UNE Biddeford Campus adjacent to the existing University Facilities Building for that purpose. In exchange, the City will discontinue the road called Town Landing without reserving a public easement over the road that has not been maintained by the City since the early 1960s and will grant to UNE other undeveloped parcels described below. The University will also provide scholarships to dependent children of employees of the City and Biddeford Schools.

This LOI/Term Sheet is not an enforceable contract. The terms set forth in this LOI/Term Sheet, however, set forth the general terms of the Proposed Transaction. The Proposed Transaction is subject to final details and would be consummated if the City elects to exercise the option to enter into the Proposed Transaction, through necessary real estate conveyance transactions, any necessary land title work, appropriate authorized City actions, receipt of any necessary third-party consents or government approvals, and necessary due diligence.

With that said, UNE and the City currently wish to move forward together to ultimately consummate the following Proposed Transaction for their mutual benefit:

- UNE will convey a parcel of land to the City for its use as an Emergency Services Substation with a right of reversion to UNE if an Emergency Services Substation is not constructed on the parcel within a number of years to be negotiated between UNE and the City.
- The City will construct the new substation in a way that allows access to the public side of the building through a deeded right of way easement to UNE to permit UNE to maximize use of land that is not conveyed to the City.
- UNE will create a scholarship program, the City of Biddeford Nor'easter Scholarship, for dependent children of full-time employees of the City of Biddeford and the Biddeford School District. The scholarship will range from 33% to 60% (for students beginning in the Fall of 2024) of the cost of tuition, depending on the individual student's high school

academic performance. The average scholarship for all awarded shall be no more than 50% in any one given year. The University shall award up to 20 new scholarships per year, limited only by the lack of qualified eligible applicants as identified within. Should more than 20 eligible students be eligible for the program, additional scholarships will be provided on a space-available basis. The scholarship amount initially awarded is renewable for eight {8} consecutive semesters of full-time UNE undergraduate study only, and students must maintain a minimum UNE grade point average of 2.5. In addition to this special merit scholarship, students can receive consideration for need-based financial aid by completing the FAFSA (Free Application for Federal Student Aid). Once awarded, the scholarship will remain consistent throughout any given student's eight semesters of study. However, the exact amount of the scholarship (that is, the percentage of tuition covered) may vary slightly for each new cohort of students entering the program. Further information can be obtained through UNE's Office of Undergraduate Student Financial Services at 207-602-2342 or sfs@une.edu.

- UNE will continue its policy of allowing the public to visit its campus. This includes walking around campus, and water access including fishing in designated areas and use of the seasonal pier at Jordan Point for launching kayaks. Free parking will continue to be made available for visitors.
- The City and UNE will agree that Town Landing is a road that has not been abandoned by the City and the City will affirmatively discontinue the road without the reservation of any easement. The City and UNE agree that Town's Landing has not been maintained by the City, is not visible as a road, and has not been in use by the public for many years.
- The City agrees to convey certain wetland parcels located on Route 9, described by Tax Map Numbers as 9-17 (Newtown Rd), 9-53-3 (Off Pool St), 9-52-1 (Off Pool St), and 9-28-2 (Off Pool St). These parcels in the area west of Pool Street abut and will augment the University's land held in a conservation easement.
- The City will commit to continuing to work with UNE's EMS Club, as appropriate, to provide services to City residents.

This LOI/Term Sheet constitutes only a preliminary, non-binding statement of the intentions of the parties hereto, does not contain all matters upon which agreement must be reached for the Proposed Transaction to be consummated and creates no legal obligations on the part of any party hereto. Binding commitments with respect to the Proposed Transaction will result only from the execution of the necessary legal documents.

This LOI/Term Sheet shall be governed by and construed in accordance with the laws of the State of Maine.

UNIVERSITY OF NEW ENGLAND

Date: 5.9.2024

By: 
Its President

THE CITY OF BIDDEFORD

Date: 5.7.24

By: 
Its City Manager



Finance Committee

Meeting September 3, 2024

Date:

Meeting 5:00 PM

Time:

Agenda 4.b

Item No:

Item Approve Funds for Eastern Fire/EMS Station Property/Site Conditions Review and

Description: Additional Architectural Work

Submitted Lawrence D. Best, Fire Chief

By:

Supporting Information/Documentation:

2024.123 City Council Order for Eastern Fire EMS Substation Context Architecture Agreement
09-03-2024, Back-up Information Context Architecture Agreement

Key Terms:

Executive Summary:

Consider approval of the funds for additional site conditions review and architectural schematic design of the preferred site/property located at #16 Old Pool Rd (frontage on Pool Street) for the Eastern Fire/EMS station and authorize the City Manager to sign the agreement with Context Architecture.

Detailed Review:

The need for an Eastern Fire/EMS Substation is a project that was worked on by the Eastern Fire/EMS Substation Committee through April 2023. Councilor Emhiser, the Chair of the Committee, presented the group's findings at the April 18, 2023, City Council meeting. The committee identified the best geographical location for the Eastern Fire/EMS Substation is Pool Street in the area of UNE/Newtown Road. Since that time, staff has worked on identifying and reviewing potential property sites that would meet the needs of the station. During this process, #16 Old Pool Road was identified as the preferred property site. This location was selected as the preferred site given the frontage and quick access to Pool Street, which helps with response times and travel routes.

The City has an existing agreement with Context Architecture, which has done some initial schematic design services for the station irrespective of any particular location. At this time, there is a need to conduct site-specific geotechnical and architectural design work on the #16 Old Pool Road property in order to perform due diligence and properly present a realistic cost estimate for the station relative to the site. This additional work is not included in the original scope of work. Below is an outline of the additional expenses:

Additional Architectural SD scope - \$25,000

1. (Included in revised scope) Revised schematic building design
 - Includes reviewing a second story option.
 - Includes multiple schematic design options for the proposed constrained site.
 - Aiding civil engineer in reviewing survey and other documents provided by the City.
2. (Not Included)
 - Site Survey (see added civil scope or provided by the City)
 - Infrastructure review (see added civil scope-item D)
 - Signal design (not needed or provided by the City)
 - Geotechnical design (see added civil scope – item C)
 - Phase 1 environmental
 - Phase 2 environmental
 - Percolation test (see added civil scope)
 - Zoning analysis (civil base scope)

Additional Civil SD and DD scope - \$33,000

- Existing Conditions, Topographic Survey (see note 1): \$6,000
- Wetlands Delineation (see note 2): \$3,500
- Geotechnical Investigation & Report (see note 3): \$10,000
- Licensed Site Evaluator/Septic (Soils and septic design, see note 4): \$4,000
- GP Schematic Design (add to previous SD fee, see note 5): \$3,000
- GP Design Development (add to previous DD fee, see note 6): \$4,000
- GP Supplemental (Permitting, add to previous supp fee, see note 7): \$3,000

Total Additional Civil Fee: \$33,500

Notes:

1. Subconsultant - Survey work does not include boundary survey work or defining new lot boundary lines and setting new pins/monuments.
2. Subconsultant - Wetland delineation work does not include full vernal pool assessment as the window for completing such assessment has passed and will not be able to be completed until spring 2025. The Wetland consultant will be able to provide guidance and approximate delineations of anticipated vernal pools (assume 2), however they will

not be able to provide a determination if they are classified as significant or non-significant.

3. Subconsultant
4. Subconsultant
5. Additional fee includes managing/coordinating with subconsultants and additional time for schematic design based on having more complete base information.
6. Additional fee includes preparing a design for onsite septic system (possible pump station design) and for stormwater design due to shallow bedrock, adjacent wetlands, and tight space constraints. Fee still does not include design of offsite public water main extension to the project site. There are required setbacks between septic and stormwater systems.
7. Given some of the constraints that we see for the site, we have increased our permitting fee to address stormwater design/modeling challenges associated with shallow depth to bedrock, adjacent wetlands, and tight space constraints. Similar to our original proposal, we have not included permitting for Maine DEP Stormwater, Site Law, or NRPA or USACE wetlands. If we determine that any of those permits are necessary, we will submit a supplemental scope and fee for that work. Other assumptions outlined in our original proposal also remain the same.

Total Amendment 1 Fee - \$58,500

Funding Source:

The amount requested is \$58,500 from the Reserve 2024 surplus funds consistent with the original approval, 22003-65000.

Staff Recommendation:

Recommendation to approve this request, so the City can keep moving forward with necessary work to complete appropriate due diligence and properly present a realistic cost estimate for the Eastern Fire/EMS Substation which will begin to address lengthy response times in this area of the City.

City of Biddeford



2024.123 IN BOARD OF CITY COUNCIL... September 3, 2024

BE IT ORDERED, that the City Manager be authorized to enter into an agreement with Context Architecture to conduct site-specific geotechnical and architectural design work on the #16 Old Pool Road property for the Eastern Fire/EMS Substation in the amount of \$58,500.

The amount requested is from the Reserve 2024 surplus funds consistent with the original approval, 22003-65000.

Attest by: _____

July 30, 2024

James Bennett, City Manager
City of Biddeford
205 Main Street, Suite 107
Biddeford, ME 04005

Re: City of Biddeford, Proposed Amendment 1, Revised Schematic Design

Dear Mr. Bennett,

Thank you for selecting my firm and our design team to extend our services for the Eastern Biddeford Fire/EMS Substation project. We are pleased to submit this fee proposal for revised Schematic Design services.

Additional Architectural SD scope - \$25,000

1. (Included in revised scope) Revised schematic building design
 - a) Includes reviewing a second story option
 - b) Includes multiple schematic design options for the proposed constrained site.
 - c) Aiding civil engineer in reviewing survey and other documents provided by the City.
2. (Not Included)
 - a) Site Survey (see added civil scope or provided by the City)
 - b) Infrastructure review (see added civil scope-item D)
 - c) Signal design (not needed or provided by the City)
 - d) Geotechnical design (see added civil scope – item C)
 - e) Phase 1 environmental
 - f) Phase 2 environmental
 - g) Percolation test (see added civil scope)
 - h) Zoning analysis (civil base scope)

Additional Civil SD + DD scope - \$33,500

A) Existing Conditions, Topographic Survey (see note 1)	\$6,000
B) Wetlands Delineation (see note 2)	\$3,500
C) Geotechnical Investigation & Report (see note 3)	\$10,000
D) Licensed Site Evaluator/Septic (Soils and septic design, see note 4)	\$4,000
E) GP Schematic Design (add to previous SD fee, see note 5)	\$3,000
F) GP Design Development (add to previous DD fee, see note 6)	\$4,000
G) GP Supplemental (Permitting, add to previous supp fee, see note 7)	\$3,000
Total Additional Civil Fee	\$33,500

Notes:

1. Subconsultant - Survey work does not include boundary survey work or defining new lot boundary lines and setting new pins/monuments.
2. Subconsultant - Wetland delineation work does not include full vernal pool assessment as the window for completing such assessment has passed and will not be able to be



completed until spring 2025. The Wetland consultant will be able to provide guidance and approximate delineations of anticipated vernal pools (assume 2), however they will not be able to provide a determination if they are classified as significant or non-significant.

- 3. Subconsultant
- 4. Subconsultant
- 5. Additional fee includes managing/coordinating with subconsultants and additional time for schematic design based on having more complete base information.
- 6. Additional fee includes preparing design for onsite septic system (possible pump station design) and for stormwater design due to shallow bedrock, adjacent wetlands, and tight space constraints. Fee still does not include design of offsite public water main extension to the project site. There are required setbacks between septic and stormwater systems.
- 7. Given some of the constraints that we see for the site, we have increased our permitting fee to address stormwater design/modeling challenges associated with shallow depth to bedrock, adjacent wetlands, and tight space constraints. Similar to our original proposal, we have not included permitting for Maine DEP Stormwater, Site Law, or NRPA or USACE wetlands. If we determine that any of those permits are necessary, we will submit a supplemental scope and fee for that work. Other assumptions outlined in our original proposal also remain the same.

Total Amendment 1 Fee - \$58,500.00

Hourly rates are subject to change each year. Our 2024-2025 billing rates are as follows:

	2024	2025
• Principal:	\$350/hour	\$360/hour
• Project Manager:	\$240/hour	\$250/hour
• Project Architect/Coordinator:	\$190/hour	\$200/hour
• Job Captain:	\$175/hour	\$185/hour
• Senior Designer:	\$140/hour	\$150/hour
• Designer:	\$125/hour	\$135/hour

Thank you for the opportunity to submit this proposal.

Sincerely,



Jeff Shaw, AIA, LEED AP BD+C, CPHC, MCPPO
Principal + President, Context Architecture



Finance Committee

Meeting Date: September 3, 2024
Meeting Time: 5:00 PM
Agenda Item No: 4.c
Item Description: Authorize Purchase of 2021 Hyundai Ionoc (Vehicle Coming Off Lease)
Submitted By: James A. Bennett, City Manager

Supporting Information/Documentation:

vehicle.trade, Vehicles.FY25.JAB.List

Key Terms:

Executive Summary:

The City leased two Hyundai for three years at virtually no cost because of incentives offered.

This vehicle is 100% electric. The Assessing Department has a 2019 Ford Fiesta with 4,139 miles on it. Consistent with the Climate Action Plan, staff has negotiated a trade for one of the leased vehicles (2021 Ionoc; 4,475 miles). The trade in value is \$9,500 towards the buy out of \$19,113.60 plus \$233.00 in fees for a net out of pocket price of \$9,846.60. If the Council desires to make the purchase, funding would be available in the FY25 capital outlay account 21201-CIP

Detailed Review:

Funding Source:

\$419,000 in planned capital vehicle purchases have been approved by the Capital Committee and Council. Pursuant to our usual past process. Some will come in below the estimates, some will come in higher. If the Council decides to proceed, the use of \$9,846.60 for this purchase will be part of that usual process.

Staff Recommendation:

To be consistent with the directive of the Council for Climate Action, the purchase is recommended.

Rowe Westbrook

Stock #:

VIN

Deal#: 0000000

August 28, 2024

Vehicle Not Found CITY OF BIDDEFORD

Phone:

Salesperson: TIMOTHY CARON

Email:

Sale Information

Selling Price	\$19,113.60
Accessories	\$0.00
Rebates	\$0.00
Service Contract	\$0.00
Gap	\$0.00
Net Trade	\$9,500.00
Fees	\$233.00

Trade Information

Trade Allowance	\$9,500.00
Trade Payoff	\$0.00
Net Trade	\$9,500.00

Cash Option

Sales Tax \$0.00

Balance Due Of \$9,846.60

Finance Option

Initial Investment _____

Lease Option

Initial Investment _____

Please submit this worksheet to management for review. I understand 1) This worksheet is neither an offer nor a contract and is not binding on the customer or the dealership. 2) No offer to purchase any vehicle is binding until accepted in writing by an authorized sales manager and 3) Sales consultants cannot obligate or bind the customer or the dealership.

I hereby authorize the dealership to conduct an investigation of my credit and employment history and release such information to banks, lenders and credit agencies.

Customer signature: _____

Dealership Approval: _____

Suggest Vehicle Purchases in FY24

				CM Recommended		<i>Comments</i>
			Requested	Cash	Lease	
Mini excavator			\$ 160,000			Defer
585 Pick-up	\$ 2,012		\$ 58,000	\$ 58,000		
Add Pickup truck for Recreation			\$ 43,000	\$ 43,000		
312 Rescue	\$ 2,016		\$ 390,000			order
320 Fire Brush Truck	\$ 2,008		\$ 100,000			Defer
326 pumper (fire dept.)	\$ 2,008		\$ 810,000			order
302 Car 2 (fire dept)	\$ 2,012		\$ 54,000	\$ 54,000		
121 Animal Controll	\$ 2,013		\$ 33,000	\$ 33,000		
501 Parking Control			\$ 33,000	\$ 33,000		
195 All Wheel drive Plow Truck	\$ 1,983		\$ 280,000	\$ 280,000		
021 Sidewalk tractor	\$ 2,014		\$ 175,000	\$ 175,000		
John Deere zero turn			\$ 16,000	\$ 16,000		
Total			\$ 2,152,000	\$ 692,000		Cash needed
				\$ 577,500		FY24 Capital Funds
				\$ 114,500		Balance (from FY22 surplus)

Suggest Vehicle Purchases in FY25

			CM Recommended		<i>Comments</i>
		Requested	Cash	Lease	
Mini excavator		\$ 175,000			Defer
585 Pick-up	2012	\$ 58,000	\$ 58,000		
Detective vehicle (replacement)	2010	\$ 40,000	\$ 43,000		
312 Rescue	2016	\$ 390,000	\$ 85,000		ordered in FY24; payment on chasis (
320 Fire Brush Truck	2008	\$ 100,000			Defer
326 pumper (fire dept.)	2008	\$ 810,000			ordered in FY24; no payment due un
563 Recreation Bus	2008	\$ 110,000	\$ 110,000		
215 Police Chief Vehicle	2016	\$ 62,000	\$ 62,000		
Service #4 Fire Pickup	2012	\$ 64,000			Defer
46 Trailer Mounted Compressor	2004	\$ 16,000			
554 Small Loader Backhoe Parks	1997	\$ 36,000			
15 Front End Loader	2009	\$ 195,000			
<i>less previously approved</i>		\$ (1,200,000)			
Total		\$ 856,000	\$ 358,000		Cash needed
610 waste water pump truck	2010	\$ 180,000			WWTP budget

due in FY25

ntil FY26



Finance Committee

Meeting Date: September 3, 2024

Meeting Time: 5:00 PM

Agenda Item 4.c

No:

Item 2024.152 Authorize Purchase of 2021 Hyundai Ionoc (Vehicle Coming Off

Description: Lease)

Submitted By: James A. Bennett, City Manager

Supporting Information/Documentation:

vehicle.trade, Vehicles.FY25.JAB.List, Order Ionoc vehicle

Key Terms:

Executive Summary:

The City leased two Hyundai for three years at virtually no cost because of incentives offered.

This vehicle is 100% electric. The Assessing Department has a 2019 Ford Fiesta with 4,139 miles on it. Consistent with the Climate Action Plan, staff has negotiated a trade for one of the leased vehicles (2021 Ioniq; 4,475 miles). The trade in value is \$9,500 towards the buy out of \$19,113.60 plus \$233.00 in fees for a net out of pocket price of \$9,846.60. If the Council desires to make the purchase, funding would be available in the FY25 capital outlay account 21201-CIP

Detailed Review:

Funding Source:

\$419,000 in planned capital vehicle purchases have been approved by the Capital Committee and Council. Pursuant to our usual past process. Some will come in below the estimates, some will come in higher. If the Council decides to proceed, the use of \$9,846.60 for this purchase will be part of that usual process.

Staff Recommendation:

To be consistent with the directive of the Council for Climate Action, the purchase is recommended.



Finance Committee

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Rowe Westbrook

Stock #:

VIN

Deal#: 0000000

August 28, 2024

Vehicle Not Found CITY OF BIDDEFORD

Phone:

Salesperson: TIMOTHY CARON

Email:

Sale Information

Selling Price	\$19,113.60
Accessories	\$0.00
Rebates	\$0.00
Service Contract	\$0.00
Gap	\$0.00
Net Trade	\$9,500.00
Fees	\$233.00

Cash Option

Sales Tax

\$0.00

Balance Due Of

\$9,846.60

Finance Option

Initial Investment

Lease Option

Initial Investment

Trade Information

Trade Allowance	\$9,500.00
Trade Payoff	\$0.00
Net Trade	\$9,500.00

Please submit this worksheet to management for review. I understand 1) This worksheet is neither an offer nor a contract and is not binding on the customer or the dealership. 2) No offer to purchase any vehicle is binding until accepted in writing by an authorized sales manager and 3) Sales consultants cannot obligate or bind the customer or the dealership.

I hereby authorize the dealership to conduct an investigation of my credit and employment history and release such information to banks, lenders and credit agencies.

Customer signature:

Dealership Approval:

Suggest Vehicle Purchases in FY24

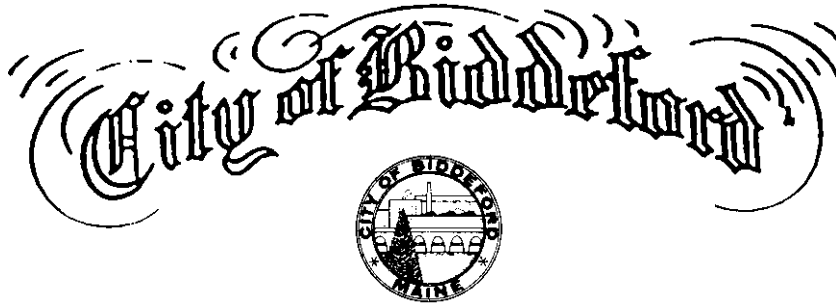
				CM Recommended		<i>Comments</i>
			Requested	Cash	Lease	
Mini excavator			\$ 160,000			Defer
585 Pick-up	\$ 2,012		\$ 58,000	\$ 58,000		
Add Pickup truck for Recreation			\$ 43,000	\$ 43,000		
312 Rescue	\$ 2,016		\$ 390,000			order
320 Fire Brush Truck	\$ 2,008		\$ 100,000			Defer
326 pumper (fire dept.)	\$ 2,008		\$ 810,000			order
302 Car 2 (fire dept)	\$ 2,012		\$ 54,000	\$ 54,000		
121 Animal Controll	\$ 2,013		\$ 33,000	\$ 33,000		
501 Parking Control			\$ 33,000	\$ 33,000		
195 All Wheel drive Plow Truck	\$ 1,983		\$ 280,000	\$ 280,000		
021 Sidewalk tractor	\$ 2,014		\$ 175,000	\$ 175,000		
John Deere zero turn			\$ 16,000	\$ 16,000		
Total			\$ 2,152,000	\$ 692,000		Cash needed
				\$ 577,500		FY24 Capital Funds
				\$ 114,500		Balance (from FY22 surplus)

Suggest Vehicle Purchases in FY25

			CM Recommended		<i>Comments</i>
			Requested	Cash Lease	
Mini excavator		\$	175,000		Defer
585 Pick-up	2012	\$	58,000	\$ 58,000	
Detective vehicle (replacement)	2010	\$	40,000	\$ 43,000	
312 Rescue	2016	\$	390,000	\$ 85,000	ordered in FY24; payment on chasis (
320 Fire Brush Truck	2008	\$	100,000		Defer
326 pumper (fire dept.)	2008	\$	810,000		ordered in FY24; no payment due un
563 Recreation Bus	2008	\$	110,000	\$ 110,000	
215 Police Chief Vehicle	2016	\$	62,000	\$ 62,000	
Service #4 Fire Pickup	2012	\$	64,000		Defer
46 Trailer Mounted Compressor	2004	\$	16,000		
554 Small Loader Backhoe Parks	1997	\$	36,000		
15 Front End Loader	2009	\$	195,000		
<i>less previously approved</i>			\$ (1,200,000)		
Total		\$	856,000	\$ 358,000	Cash needed
610 waste water pump truck	2010	\$	180,000		WWTP budget

due in FY25

ntil FY26



2024. 152

IN BOARD OF CITY COUNCIL... September 3, 2024

BE IT ORDERED, that the City Council approve the purchase of 2021 (1) Ioniq Electric vehicle for the total sum of \$9,846.60, this is to be paid from FY 2025 capital outlay.

Attest by: _____