

City of Biddeford
Finance Committee
May 07, 2019 5:00 PM Council Chambers

- 1. Call to order**
- 2. Approval of the Minutes**
 - 2.1. April 16, 2019 Finance Committee Meeting Minutes
[4-16-2019 Finance Committee Minutes.rtf](#)
- 3. Signing of the expenditure warrant**
- 4. Discussion/Approval**
 - 4.1. Approval/Resurfacing of Tennis Courts at May Field
[5-07-2019 Mayfield Tennis Court Repair Project-MEMO.pdf](#)
[5-07-2019 Mayfield Tennis Court Repair-BIDS.pdf](#)
[5-07-2019 Tennis Courts Resurfacing-Low Bidder.pdf](#)
 - 4.2. Approval of Contract for Line Striping/Poirier Guidelines
[5-07-2019 Line Striping Contract-ORDER.docx](#)
[5-07-2019 Line Striping Contract - backup docs.pdf](#)
 - 4.3. Approval/Additional Paving Expenditure for FY19 (\$40,000)
[5-07-2019 Additional Paving Expenditure-Streets - ORDER.doc](#)
 - 4.4. Approval/Broadband Plan RFP Recommendation/Casco Bay Advisors
[5-07-2019 Broadband Plan RFP Selection.docx](#)
[5-07-2019 Broadband RFP Response Casco Bay Advisors.pdf](#)
[5-07-2019 Broadband RFP Response Broadband Tech Advisors.pdf](#)
 - 4.5. Approval/Acceptance of Land Gift - Granite Street from Mary Brown
[5-07-2019 Land Gift-Granite Street by Mary Brown-ORDER.docx](#)
[5-07-2019 Land Gift - Granite Street by Mary Brown-MEMO to Finance.pdf](#)
- 5. Other Business**
- 6. Adjournment**

City of Biddeford
Finance Committee Meeting Minutes
April, 16 2019

The meeting was called to order at 5:00 pm by Councilor Mike Ready.

Present: Mayor Alan Casavant, Councilor Stephen St. Cyr, Councilor Mike Ready, City Manager James Bennett, Finance Director Cheryl Fournier, and City Clerk Carmen Morris.

Excused: Chair, Council President John McCurry.

Adjustment to the Agenda

No adjustments to the agenda.

Approval of Minutes

Motion by Councilor St. Cyr to approve the Minutes of April 2, 2019 as printed, seconded by Mayor Casavant.

Vote: unanimous.

Motion carried 3-0.

The expenditure warrant was available for review and signature.

Discussion/Approval

Approval/Roofing Project at Wastewater Treatment Plant

Motion by Councilor St. Cyr to grant the approval of the expenditure for the Roofing Projects at the Wastewater Treatment Plant, seconded by Mayor Casavant.

Public Works Director, Jeff Demers, presented the item and explained which accounts the roofing projects will get paid out of.

Vote: unanimous.

Motion carried 3-0.

Award of Contract for Paving Program

Motion by Councilor St. Cyr to recommend the expenditure for the Paving Program, seconded by Mayor Casavant.

The City Manager recommended the Finance Committee approve one year of the Paving Program to Shaw Brothers. It would come back to the Committee if the City wanted to continue forward to roll the bids over in a year. He suggested the Committee motion to authorize the bid paving for 2019 construction season to Shaw Brothers and not approve an amount.

Motion by Mayor Casavant to amend the motion to specify the approval for Paving Program for FY19 only, seconded by Councilor St. Cyr.

Vote on motion, as amended: unanimous.

Motion carried 3-0.

Approval/Photocopier Upgrade Proposal/Connected Office Technologies (COT)

Motion by Councilor St. Cyr to approve the expenditure for the Photocopier Upgrade Proposal with a contract with Connected Office Technologies (COT), seconded by Mayor Casavant.

Chief Operating Officer, Brian Phinney gave a presentation explaining it was an unsolicited bid and it was saving the City money. The proposal has an annual savings of \$6,000 + and \$29,000 over the term of their 5 year proposal. There is still two years left on the current agreement and a representative from Sharp Electronics explained a check would be cut to the City to fulfill the contract financially. Brian explained Jerry Gerlach, IT Director, did look at the equipment and noted it is comparable to what we have. Response time is guaranteed for four hours and they are here within an hour or two.

Councilor Ready did express his concern because they did not go out to bid. Brian explained they could do that if the Committee wanted to go out to bid for the same type of service.

Mayor Casavant asked why COT did not bid on the contract a couple of years ago when the City asked for bids. The Representative from COT noted all the towns they do contracts with and said he didn't see the notice for the City. He explained the program they have in place is with Source Well that is the company the City will be buying the copiers from and COT will be the service provider.

Councilor St. Cyr was hoping the City would need less copiers over time. Brian explained a lot of the documents need to be scanned and faxed from the unit as a PDF. We are working toward everything being electronic but not there yet.

Councilor Ready asked if this was just for the City and Brian noted yes. The School Department has their own separate contract.

Vote: in favor, Mayor Casavant.

Opposed: Councilors St. Cyr and Ready.

Motion failed 1-2.

Councilor St. Cyr noted he was not opposed to the proposal but is uncomfortable with the existing arrangement. He would have been more supportive if they had gone out to bid. The savings are not enough to make him be less concerned. The City Manager explained they will go back out and evaluate the process and put it out there formally.

Other Business

No other business.

Motion to adjourn made by Councilor St. Cyr, seconded by Mayor Casavant.

Vote: unanimous.

Motion carried 3-0.

Adjourned at 5:21 pm.

Memo

To: Finance Committee

From: Carl Walsh, Recreation/Teen Director

Date: May 1, 2019

Re: Mayfield Tennis Court Repair Project

On Friday January 11, 2019 the RFP for the Mayfield Tennis Court Repair Project was published. The Bid process closed on Friday April 19th. Four bids were submitted.

On Monday April 30th the Recreation Commission reviewed the bids and voted to accept the lowest bid submitted by Vermont Recreational Surfacing & Fencing, Inc. out of Barnet Vt. Their bid, including the power washing of the court if needed is currently at 14,545.00. We have also asked that an anchor in one of the courts be reset. This was not in the original bid packet. We are awaiting the cost of that addition at this writing. This information is expected to be available by the meeting of the Finance Committee.

Bids were as follows;

Company	Bid
Vermont Recreational	13,745
Vermont Tennis	17,886
Advantage Tennis	18,960
Maine Tennis & Track	20,280

Thank you.

Proposal

*Vermont Recreational
Surfacing & Fencing, Inc.
PO Box 147
Barnet, VT 05821*

*Toll Free Phone - 800-639-8071
Fax - 603-638-4458
Phone - 603-638-2738
Email: vtrecnh@gmail.com*

Date : April 18th, 2019

Phone: 207-283-0841

Email: cwalsh@biddefordmaine.org

Submitted to: Carl Walsh

*City of Biddeford, ME
189 Alfred Street
Biddeford, ME 04005*

Job: RFP for Mayfield Tennis Court Repair Project

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Tennis Court Work

- *Clean total surface with compressed air*
- *Fill all hairline cracks with acrylic crack filler. Fill structural cracks with RiteWay Repair System, this system comes with a three year warranty against crack from re-opening.*
- *Total area to receive one coat of black acrylic resurfacer*
- *Total area to receive two coats of California Red and Light Green *Plexipave material (*manufactured by California Products Corp. Cambridge MA 02139). Texture coat to contain the proper amount of sand to provide a tough wearing base. Top coat to contain proper amount of pigment to provide a long lasting and attractive surface.*
- *Supply and install three complete sets of white textured tennis court lines*
- *Supply and install two complete sets of textured Pickle Ball court lines*
- *Price \$13,745.00*

Options

- *Pressure wash surface of tennis courts as needed*
- *Additional Price \$800.00*

NOTES TO OWNER

- **Owner to provide adequate water source to Vermont Recreational during work*
- **Riteway Customers: Hairline cracks may develop over time in the color coating on the Riteway System. The cracks are only in the surface of the color coating and not the Riteway Membrane itself.*
- **Minor cracks will not be covered with the Riteway System, but will be filled with acrylic filler*
- **Hairline cracks may reappear after a period of time and lengthen out the trailing ends from where the Riteway has stopped, however, the Riteway itself is not failing.*

All material is guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner:

Respectfully Submitted

Stephen Shattuck

The above prices specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified.

NO RETAINAGE

Payment due within 30 days of invoice

Acceptance of Proposal

Signature _____

Date: _____

Payments must be made within 30 days from invoice date. An annual finance charge of 18% will be charged on all invoices over 30 days. You will also be responsible for any collection fees that may occur should the account become delinquent

**Quality Fencing
Residential & Commercial**



A Division of JS Zangla, LLC

Proposal

P. O. Box 5 St. Johnsbury VT 05819

1-802-748-4378 1-800-237-6774

1-802-748-9974 FAX

www.vttennis.com

PROPOSAL SUBMITTED TO Biddeford Recreation Department		PHONE 207-283-0841	fax 207-286-0575	DATE 4/12/2019
EMAIL Carl Walsh cwalsh@biddefordmaine.org		JOB Riteway Crack Repair and Resurfacing		
STREET P.O. Box 586		JOB LOCATION 130 May Street -Mayfield Park		
CITY, STATE, AND ZIP CODE Biddeford, ME 04005		18511 Three Tennis Courts		

We hereby submit specifications and estimates to:

Work To Be Completed:

- Clean & fill approx 150' of structural cracks with concrete fortified with E330 Acrylic Binder. Fill hairline cracks with **Premier-Crack** rubberized liquid crack filler.
- Dig out and reset 1 center anchor in a new concrete footing.
- Supply & install approx. 150' of **RiteWay Crack Repair System** to structural cracks. Loose membrane on furthest court to be removed, void to be filled with Acrylic Patch and repaired with same **RiteWay Crack Repair System**.
- Total **crack repaired areas** to receive three (3) coats of **Premier Sports Resurfacer**. This will fill surface voids and act as a prime coat for the color system. (*Manufacture Specification.*) Material manufactured by California Sports Surfaces
- Total area to receive one (1) coat of **Premier Sports Resurfacer**. This will fill surface voids and act as a prime coat for the color system. (*Manufacture Specification.*) Material manufactured by California Sports Surfaces.
- Dig out and reset 1 center anchor in a new concrete footing.
- Total area to receive two (2) coats of **Premier Sports Coatings**, Color to be **Lt. Green and Red**
Texture coat to contain the proper amount of sand to provide a tough wearing base.
Top coat to contain proper amount of pigment to give a long lasting and attractive surface.
Material manufactured by California Sports Surfaces.
- Apply three (3) sets of hand painted, regulation, tennis lines with white textured **Premier line** paint.
- Apply two (2) sets of hand painted, regulation, pickle ball lines with textured **Premier-Line** paint. Color to be selected by owner.

VT Tennis Court Surfacing warranties cracks repaired with RiteWay Crack Repair for a period of two (2) years. Warranty covers repaired areas only. Lengthening of cracks or new cracks are not covered under this warranty.

Work to be completed no later than July 15th (weather permitting)

Work load to take approximately one week for completion. (weather permitting)

VT Tennis Court Surfacing has been designing, constructing, surfacing and maintaining recreational surfaces for 50 years and has foreman with experience ranging from 7 to 30+ years.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Seventeen Thousand Eight Hundred Eighty Six and no/100----- dollars (\$ **17,886.00**)

Payment to be made as follows:

Within 15 days of billing date.

All materials guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and any other necessary insurance. Our workers are covered by Workman's Compensation Insurance. Customer agrees to pay 1 1/2% per month (or 18% per annum) interest on sums overdue by 30 days or more and agrees to pay cost of collection and reasonable attorneys fees. This agreement shall be governed and construed in accordance with the laws in the State of Vermont.

Authorized
Signature

Jeff Zangla, Representative

Note: This proposal may be withdrawn **90 days** by us if not accepted within

Acceptance of Proposal

The above prices, specifications and conditions (back side) are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

ADVANTAGE

Tennis

P.O. Box 73
Passumpsic, VT 05861

800-550-2226
802-748-6558 (Fax)
info@advantagetennis.net
www.advantagetennis.net

PDF



SportMaster
SPORT SURFACES

ARMOR
TENNIS COURT CRACK REPAIR SYSTEM

douglas

Proposal Submitted To:
CITY OF BIDDEFORD

Contact:
Carl Walsh

Address:
P.O. Box 586

City / State / Zip Code:
Biddeford, ME 04005

Phone:
207-283-0841

Alt / Fax:
207-283-0841

Scope Of Work:
Tennis Court Maintenance

Location:

Date:
April 2, 2019

E-mail:

Products and Specifications

Color Coating

Armor Crack

Construction

Overlays

- Grind, power sand, clean and prime mildew peeled areas with Adhesion Promoter as needed.
- Remove failed Guardian as needed
- Fill cracks and minor divots with Acrylic Patch Binder or Acrylic Crack Patch and sand as needed. (Approx. 220 Linear feet)
- Apply Armor Crack repair System as per Manufacturers instructions. (certified installer)
(3 year warranty on ARMOR repaired cracks and surface, except normal wear and pre-existing moisture conditions)
- Shim and sand patched crack areas with 2 coats of Rubberized Acrylic Resurfacer filler coating as needed.
- Total area of 3 tennis courts to receive 1 coats of SportMaster Acrylic Resurfacer filler coating.
- Total area of 3 tennis courts to receive 2 coats of SportMaster ColorPlus textured coating.
Color to be Dark Green and Red. (Other colors available)
- Apply 3 set of regulation white textured tennis lines as per USTA. and 2 sets of color-coded pickleball lines

Free Advantage Tennis Nets and center straps with resurfacing project done by Advantage Tennis.

WE PROPOSE to furnish labor and materials as specified, for the sum of :

Eighteen thousand, nine hundred sixty dollars and no/100

\$18,960.00

Payment To Be Made As Follows:

25% prior to project, Upon completion of each phase within 10 days



All workmanship and materials guaranteed for 1 year or as stated above. Cracks, rust spots, Armor swelling, patching irregularities, heaving and all other problems caused by current asphalt mbs, moisture or pre-existing pavement conditions or normal wear are not guaranteed. The Armor Crack Repair System (8 inch tape only), except for swelling caused by excessive moisture, will be guaranteed for 3 years or stated above. All costs involving construction debris is the responsibility of the owner, unless specified in writing by Advantage Tennis. Advantage Tennis reserves the right to adjust pricing based on the State DOT book price of Asphalt Cement (AC), Steel, Acrylics and Fuel at the time of delivery. Adjustments will be based on monthly prices determined by the manufacturers. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders or confirmed email, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather, or delays beyond our control. Customer agrees to pay 2.5% per month for interest on all sums overdue by 30 days or more, and agrees to pay the cost of reasonable attorney fees for collection. A Mechanics Lien may be attached to property on overdue accounts of 45 days or more. Unpaid accounts void warranty.

Authorized
Signature:

Note: This proposal may be
withdrawn by us if not accepted by

2019-2020

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Signature: _____

Date of Acceptance: _____



Maine Tennis & Track

24 Mayall Road, Gray, Maine 04039

"Since 1968"

E-mail: surfaces@mainetennisandtrack.com
www.mainetennisandtrack.com

PROPOSAL

PHONE (207) 657-2140
 FAX (207) 657-4842

TO: City of Biddeford c/o Carl Walsh, Director PO Box 586 Biddeford, ME 04005	PHONE 283-0841	DATE 4/19/2019
	JOB NAME / LOCATION Mayfield Tennis Courts	
	JOB NUMBER 19-065	JOB PHONE

We hereby submit specifications and estimates for:

REPAIR/RESURFACE THREE TENNIS COURTS

We will remove and dispose of the existing center tie down anchor and concrete footer on the far tennis court. We will furnish and install a PVC center tie down anchor in a concrete footer. After the concrete has cured, we will patch the disturbed area to make it level with the surrounding asphalt. After the owner has edged outside of the court to allow for proper surface drainage: We will pressure wash the courts with the owners water supply to remove dirt, debris, and staining. We will furnish and install the Armor Crack Repair System, per the manufacturer's specifications on 135' of structural cracks.* We will patch the remaining hairline cracks to make them level with the surrounding asphalt. We will patch around the fence posts.** We will fill open voids/gouges in the asphalt and shim areas where delaminating paint was removed during pressure washing. We will furnish and install the California Sports Surfaces Plexipave Surface System, per the manufacturer spec: One coat of Plexipave Acrylic Resurfacer. Two coats of Plexipave Light Green inside the playing lines and two coats of Plexipave California Red outside

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of _____ dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreement contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Acceptance
 Signature: _____

[Signature]



NOTE: This proposal may be withdrawn
 before it is accepted within 15 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Signature: _____

Date of Acceptance: _____



Maine Tennis & Track

24 Mayall Road, Gray, Maine 04039

"Since 1968"

E-mail: surfaces@mainetennisandtrack.com
www.mainetennisandtrack.com

PROPOSAL

PHONE (207) 657-2140
 FAX (207) 657-4842

TO: City of Biddeford c/o Carl Walsh, Director PO Box 586 Biddeford, ME 04005	PHONE	283-0841	DATE	4/19/2019
	JOB NAME / LOCATION			
	Mayfield Tennis Courts			
JOB NUMBER		19-065	JOB PHONE	

We hereby submit specifications and estimates for

REPAIR/RESURFACE THREE TENNIS COURTS

outside of the playing lines.

We will hand paint three sets of 2" tennis playing lines, two coats of Plexipave textured white line paint, between masking tape.

We will hand paint two sets of 2" pickleball playing lines (one set of pickleball playing lines on two tennis courts). Owner to determine the color of the pickleball playing lines prior to the beginning of the job.

We will sand and spray paint the net posts to rejuvenate the color.

We will hang the nets and adjust them to the proper height.

*The Armor Crack Repair comes with a two year warranty against materials and workmanship.

**We cannot guarantee that the cracks will not re-crack.

We, the Proposer, hereby to furnish material and labor - complete in accordance with the above specifications for the sum of
Twenty thousand two hundred eighty and 00/100..... dollars (\$ 20,280.00)

Payment to be made as follows:

One third deposit due with acceptance of proposal; balance due upon completion of the job.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreement contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Acceptance
 Signature

[Signature]



NOTE: This proposal may be withdrawn
 by us if not accepted within 15 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date of Acceptance: _____

Proposal

*Vermont Recreational
Surfacing & Fencing, Inc.
PO Box 147
Barnet, VT 05821*

*Toll Free Phone - 800-639-8071
Fax - 603-638-4458
Phone - 603-638-2738
Email: vtrecnh@gmail.com*

Date : April 18th, 2019

Phone: 207-283-0841

Email: cwalsh@biddefordmaine.org

Submitted to: Carl Walsh

*City of Biddeford, ME
189 Alfred Street
Biddeford, ME 04005*

Job: RFP for Mayfield Tennis Court Repair Project

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Tennis Court Work

- *Clean total surface with compressed air*
- *Fill all hairline cracks with acrylic crack filler. Fill structural cracks with RiteWay Repair System, this system comes with a three year warranty against crack from re-opening.*
- *Total area to receive one coat of black acrylic resurfacer*
- *Total area to receive two coats of California Red and Light Green *Plexipave material (*manufactured by California Products Corp. Cambridge MA 02139). Texture coat to contain the proper amount of sand to provide a tough wearing base. Top coat to contain proper amount of pigment to provide a long lasting and attractive surface.*
- *Supply and install three complete sets of white textured tennis court lines*
- *Supply and install two complete sets of textured Pickle Ball court lines*
- *Price \$13,745.00*

Options

- *Pressure wash surface of tennis courts as needed*
- *Additional Price \$800.00*

- *Remove existing center strap and replace with new*
- *Additional Price \$612.00*

NOTES TO OWNER

- **Owner to provide adequate water source to Vermont Recreational during work*
- **Riteway Customers: Hairline cracks may develop over time in the color coating on the Riteway System. The cracks are only in the surface of the color coating and not the Riteway Membrane itself.*
- **Minor cracks will not be covered with the Riteway System, but will be filled with acrylic filler*

- **Hairline cracks may reappear after a period of time and lengthen out the trailing ends from where the Riteway has stopped, however, the Riteway itself is not failing.*

All material is guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner:

Respectfully Submitted _____

Stephen Shattuck

The above prices specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified.

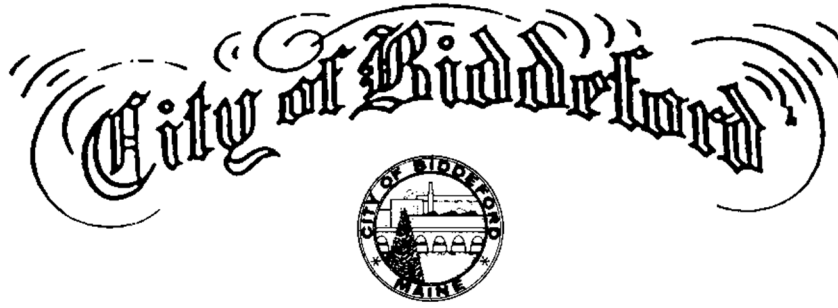
NO RETAINAGE

Payment due within 30 days of invoice

Acceptance of Proposal

Signature _____ *Date:* _____

Payments must be made within 30 days from invoice date. An annual finance charge of 18% will be charged on all invoices over 30 days. You will also be responsible for any collection fees that may occur should the account become delinquent



2019.40

IN BOARD OF CITY COUNCIL..MAY 7, 2019

BE IT ORDERED, that the City Council of the City of Biddeford does hereby award a contract for Line Striping to Poirier Guidelines for an amount not to exceed \$47,342.79.

NOTE: The Finance Committee will review this item at their May 7, 2019 meeting.

City of Biddeford, Maine
PUBLIC WORKS DEPARTMENT

MEMORANDUM

May 1, 2019

TO: Finance Comm.
FROM: Jeff Demers / Director Public Works / Wastewater
RE: Bid/Quote results for Line striping
CC: James Bennett, City Manager

The Public Works Department solicited quotes for pavement line striping.

We received two quotes. Please see the attached Bid Tabulation. Funds for this project are appropriated in the Public works road maintenance budget 21162-60462.

Staff recommends the work be awarded to Poirier Guidelines for the estimated sum of \$47,342.79

Regards,
Jeff Demers
Director Public Works / Wastewater

15

[illegible]

**PROPOSAL FORM
PAVEMENT MARKINGS**

Proposals shall identify a unit price per linear foot for all line items. Unit prices shall include all cost associated with supplying, delivering and placement of all markings in accordance with the 1995 Maine D.O.T. specifications manual section 637 - pavement markings and section 708 - paints and preservatives. All pavement lines and markings shall be applied in accordance with the Manual on Uniform Traffic Control Devices. Paint shall meet the requirements of AASHTO M248, Type F - fast dry traffic paint. Glass beads shall conform to the requirements of AASHTO M247, Type I. Note: all items shall include glass beads at the rate of 4.5 pounds per gallon.

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

ITEM	EST. QUANTITY	UNIT PRICE	TOTAL
4" double solid yellow line / lf	266.265 lf	.11	29,289.15
4" single solid yellow line / lf	4,350 lf	.055	239.25
4" solid white line / lf	311,475 lf	.055	17,131.13
4" broken yellow line / lf	6,075 lf	.055	334.13
12" solid white dividers/stop line/lf	12,970 lf	.055	714.45
ARROWS / ea.	250 ea.	.0495	12.3750
LETTERS / ea.	105 ea.	.0495	5.1975
Total:			\$60,292.96

COMPANY NAME:
AUTHORIZED REPRESENTATIVE:
TITLE:
DATE OF SUBMITTAL:

MARKINLS INC.
Prop.
4.8.19

PROPOSAL FORM PAVEMENT MARKINGS

Proposals shall identify a unit price per linear foot for all line items. Unit prices shall include all cost associated with supplying, delivering and placement of all markings in accordance with the 1995 Maine D.O.T. specifications manual section 627- pavement markings and section 708-paints and preservatives. All pavement lines and markings shall be applied in accordance with the Manual on Uniform Traffic Control Devices. Paint shall meet the requirements of AASHTO M248, Type F – fast dry traffic paint. Glass beads shall conform to the requirements of AASHTO M247, Type I. Note : all items shall include glass beads at the rate of 4.5 pounds per gallon.

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

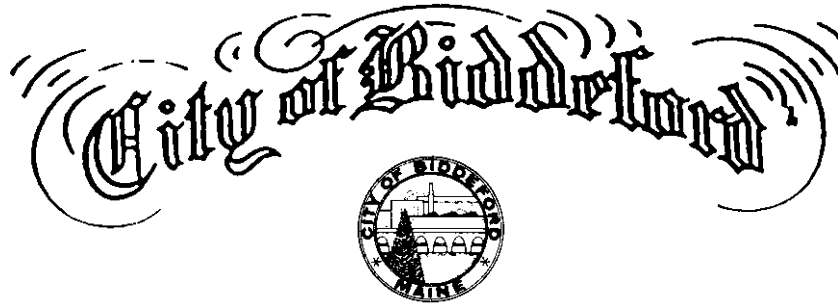
ITEM	EST. QUANTITY	UNIT PRICE	TOTAL
4" double solid yellow line / lf	266,265 lf	<u>.085</u>	<u>22,632.53</u>
4" single solid yellow line / lf	4,350 lf	<u>.045</u>	<u>195.75</u>
4" solid white line / lf	311,475 lf	<u>.045</u>	<u>14,016.38</u>
4" broken yellow line / lf	6,075 lf	<u>.045</u>	<u>273.38</u>
4" broken white line / lf	13,050 lf	<u>.045</u>	<u>587.25</u>
12" solid white divider/stop line/lf	7,970 lf	<u>.50</u>	<u>3,985.00</u>
ARROWS / ea.	250 ea.	<u>17.00</u>	<u>4,250.00</u>
LETTERS / ea.	165 ea.	<u>8.50</u>	<u>1,402.50</u>
Total :			<u>47,342.79</u>

COMPANY NAME: Poirier Guidelines

AUTHORIZED REPRESENTATIVE: Matthew King

TITLE: Owner

DATE OF SUBMITTAL: 4/18/19



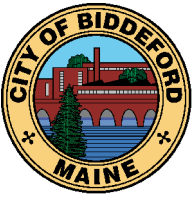
2019.42

IN BOARD OF CITY COUNCIL..MAY 7, 2019

BE IT ORDERED, by the City Council of the City of Biddeford that the additional Paving Program Funds of \$40,000, coming out of the ***Parking Fund*** be used to pave Paul Street and part of Forest Street – from Ridgeview Drive to Elm Street.

NOTE: The Finance Committee will review this item at their May 7, 2019 meeting.

City of Biddeford, Maine



MEMORANDUM

TO:	Honorable Mayor Casavant Biddeford Finance Committee James A. Bennett, City Manager
FROM:	Brad Favreau, Economic Development Coordinator
DATE:	May 2, 2019
RE:	Broadband Plan RFP Recommendation

The Broadband Team recommends Casco Bay Advisors be awarded a contract to provide Biddeford with a comprehensive Broadband (high-speed internet) Plan for the city.

In October 2018, the City was granted \$15,000 from the Maine Communities Foundation to develop a broadband (high-speed internet) plan. This plan will identify all current high-speed assets in the city (e.g. location and speed of existing internet lines), recommend areas in which to expand internet lines, and create a digital inclusion component that will suggest ways in which to broaden internet use among low to moderate income households.

Two consultants responded to our RFP to develop this plan. After careful review, the Broadband Plan steering committee recommends that a contract should be awarded to Casco Bay Advisors of Gardiner, Maine. This organization provided a detailed and thorough proposal. It has produced similar body of work for several municipalities around the State of Maine.

We are confident that Casco Bay Advisors will develop a comprehensive high-speed internet plan that will be useful in coming years as the internet plays an increasingly dominant role in our lives.

cc: Mathew Eddy, Economic Development Director

205 Main Street

Biddeford, ME 04005

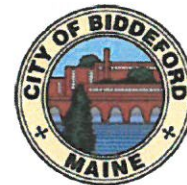
Phone: 207.284.9313

Fax 207.571.0678

*The City of Biddeford is an equal opportunity provider. To file a complaint, write to
Marcy Faucher, Human Resource Director, 205 Main Street Biddeford, ME 04005, or call (207) 286-0593.*



Casco Bay Advisors, LLC
Broadband/Telecom Consulting



April 26, 2019

Planning and Development Department
City of Biddeford
Room 208
205 Main Street
Biddeford, Maine 04005

Re: Request for Proposal – City of Biddeford Broadband Plan

Dear Broadband Team:

Casco Bay Advisors, LLC ("Casco Bay") is pleased to present this proposal to the City of Biddeford ("City") to develop a city-wide Broadband Plan that will inventory the existing high-speed Internet infrastructure, identify areas lacking sufficient high-speed infrastructure, research and recommend approaches to promote Digital Inclusion, and propose solutions to meet the demands of future "smart" infrastructure.

We believe our approach leveraging deep experience in successfully planning, building and operating fiber optic networks, combined with our history of supporting the interests of Maine municipalities; will assist the City to build a solid foundation from which to execute upon its vision.

Thank you for this opportunity to present Casco Bay for your consideration. We look forward to the opportunity to work with your team to realize your broadband vision for the future.

Sincerely,

Brian Lippold
President

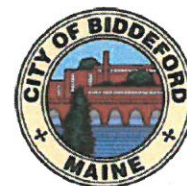


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1 Summary / Project Understanding

Casco Bay Advisors, LLC (“Casco Bay”) understands the City of Biddeford (“City”) is seeking a qualified consultant to prepare a Broadband Plan that shall be a comprehensive report that:

- Identifies existing high-speed Internet assets in the City,
- Identifies areas of the City lacking adequate high-speed Internet service, where augmented high-speed Internet service will be required to meet the demands of future “smart” infrastructure, and,
- Identifies the need for greater access to high-speed Internet and computer equipment for low-to-moderate income individuals and families that will promote Digital Inclusion.

We understand the primary scope of the Broadband Plan shall be to:

- Collect relevant data throughout the entire City,
- Meet with the Broadband Team as needed to facilitate the project,
- Lead one public meeting, and,
- Prepare a final written plan with findings and strategies.

Casco Bay and our geospatial mapping partner – James W. Sewall Company, have extensive experience and knowledge providing similar information to more than sixty (60) communities across the State of Maine.

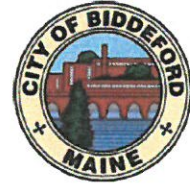
Our approach to this project will be to collaborate with the City, municipal officials, and the owners of existing assets that may be leveraged to the benefit of the project. We will solicit input from consumers and businesses through an optional on-line survey and collect and organize data into an industry standard geodatabase to inform our analysis, decisions and ultimately our recommendations.

As with all projects and interactions with stakeholders, effective communication is paramount and will be the foundation of our efforts. Brian Lippold will personally lead the overall effort and perform much of the analysis, network design and stakeholder collaboration, leveraging his 30+ years of experience building and operating fiber optic broadband networks and working with municipalities and regional groups to achieve their vision.

We recognize that collaboration with the City and its designees will be critical for producing a Broadband Plan that meets the long-term goals of the City. During the period of this project, we will incorporate a schedule of planned update reports and collaboration meetings that will ensure the final



Casco Bay Advisors, LLC
Broadband/Telecom Consulting



product meets your needs. Once given the approval to proceed, we will begin this effort with a team kickoff meeting in which we will finalize the details of the schedule and review the items that each will contribute to the effort.

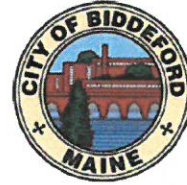
Our proposed project plan is organized into eight (8) distinct sections, many of which will occur in parallel to ensure that the project is completed at the earliest opportunity. These technical sections will give you more insight into our concept for developing the project deliverables.

The first step in our approach will be to review the entire scope of the project with the Broadband Team. We will listen and ensure we clearly understand the desired outcomes and there is agreement on the goals and objectives. Regularly scheduled calls between the Casco Bay and our City contacts will be established to review progress, share our findings and jointly modify our approach should the needs dictate.

Casco Bay will establish a detailed project schedule and track each task to completion, identifying interdependencies and barriers, and adjusting resources as appropriate. The schedule will be published and reviewed during each of our regularly scheduled calls with the City.

Finally, we will leverage our experience delivering on similar projects and our years of experience planning, engineering, constructing, and most importantly, successfully operating fiber optic networks in many different challenging environments.

In summary, we will achieve the outcomes requested by communicating frequently and openly, listening to the stakeholders, and tracking and reporting our progress.



2 Work Plan / Scope of Services

2.1 Project Management

Communicating, scheduling, and planning resources will be vital to successfully completing this project within the agreed upon timeline. Keeping the City informed on a regular basis and validating progress internally and with our strategic partner – Sewall, will produce the best results.

- Strategic partner kick-off meeting – review the project scope, timeline, deliverables, and communications plan with Sewall
- Client kick-off meeting– review the project scope, timeline, information provided, and agreement on the overall communications plan for the project with the City
- Bi-weekly project status call with the City – share progress update, unforeseen challenges, interim deliverables, and input from the City as appropriate
- Strategic partner status calls – bi-weekly update of the project schedule to measure and adjust, ensuring timeline is maintained

2.2 Optional Consumer & Business Survey

While conducting a consumer and business survey was not identified as a requirement, we offer to conduct a survey as an optional service, the results of which may reveal valuable public input for consideration.

In order to gather input in a cost-effective manner, our plan is designed to work with the team members from the City to develop a brief questionnaire that can be deployed as an electronic online survey. Working together with the City we will formalize the questions to include in the survey as well as strategies for the City to distribute and publicize the effort to collect stakeholder input. In order to foster a higher participation rate, the survey should be narrowly focused to the goals of this effort and designed to be filled out using standard multiple-choice answers to each question. This will also promote rapid data assembly and analysis using a standardized method once the survey period has concluded. The results will be part of the data input used to develop the recommendations incorporated into the Broadband Plan.

2.3 Data Collection

2.3.1 Solicit Broadband Infrastructure Mapping

Immediately upon kick-off of the project, we will solicit all known network owners with assets located in Biddeford to determine the availability of fiber optic infrastructure. We will request a geospatially

accurate digital file denoting the location of such assets and broadband speed availability. As of this writing, the list of potential network owners will include, but will not be limited to:

- Consolidated Communications
- Charter Communications (Spectrum)
- Maine Fiber Company
- Central Maine Power
- Mainecom
- FirstLight
- OTELCO
- GWI
- Axiom
- Pioneer Broadband
- LCI
- Premium Choice Broadband
- Crown Castle

2.3.2 Field Verification of Phone and Cable TV Fiber Cabling

Based upon our experience in other jurisdictions, Consolidated Communications (CCI) and Charter Communications (Spectrum) will likely refuse to provide mapping data of their fiber optic network components. In the event they continue with past practices, Casco Bay will conduct a field survey to identify CCI and Spectrum fiber optic cabling (*deployed aurally on utility poles*) and convert the field survey into mapping compatible with the geospatial system utilized to incorporate mapping from other providers.

2.4 Existing Infrastructure Mapping & Metrics

Based upon our knowledge of the service providers serving the City, we plan to include detailed mapping of the capability and technology currently available, including:

- Areas of the City where a minimum 10Mbps/1Mbps is not available¹
- Areas of the City where a minimum 25Mbps/3Mbps is not available^{2,3}
- Areas of the City where a minimum 100Mbps/10Mbps is not available⁴

¹ Based upon current, publicly available ConnectME Authority data as submitted by service providers

² Based upon current, publicly available ConnectME Authority data as submitted by service providers

³ State of Maine considers any location with service below 25/3 as “unserved”. FCC considers any location with service below 25/3 as “under-served”.

⁴ Represents roadways where Cable TV cable modem service (hybrid fiber/coaxial) is not available.

- Areas of the City where 1Gbps service is available⁵

This level of mapping and accompanying written descriptions will provide a clear understanding of the location, type, ownership and download/upload speeds of the broadband assets available City-wide. Importantly, this mapping and descriptions will identify areas of the City likely to require expansion of high-speed service capability.

2.5 “Smart city” Infrastructure Mapping & Cost Estimate

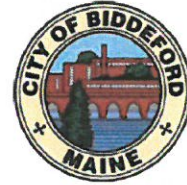
Smart city means many things to many people, but its defining characteristic is what it is *not*. It is not a collection of siloed technologies, such as a single commuter app or water-level sensor. A smart city is the way these technologies interconnect – how living spaces, hospitals, schools, bridges, traffic lights and transportation work together to create the city as a platform. Smart cities establish a connection between people, technology, data and infrastructure to create efficiencies and improve quality of life.

What does this connection look like in practice? First, a modern communications network powered by 5G must be deployed widely. 5G is the foundational technology for the Internet of Things (IoT). It is high speed (10 to 100 times faster than 4G), high bandwidth (to handle a massive load of devices) and very low latency (which is the delay between data being passed between devices). Second, the power of the smart city is unleashed by IoT – devices that can communicate with each other to allow communities to interact and be informed by the very infrastructure that surrounds them. Smart cities use IoT for applications as diverse as public safety (such as sensors that detect potholes in the road), mobility (e-scooters that address the last-mile issue and ease traffic congestion), and city services (smart garbage cans that know when a bin is full and needs to be emptied) – to name a few. And, according to a smart-cities study by McKinsey Global Institute, smartphones are the new keys to the city, connecting with IoT devices to give citizens instant access to information about transit, traffic, health services, safety alerts and local news.⁶

The foundation for deployment of 5G and IoT will likely be a ubiquitous fiber optic network deployed to all areas of the City. Our approach to illustrating a potential solution, in addition to leveraging the assets already deployed by the service providers, will be to provide a high-level design/mapping of a fiber optic backbone along all of the major roadways within the City, along with a high-level cost

⁵ Based upon fiber optic mapping data received directly from participating service providers and/or verified in the field.

⁶ Thom Rickert, January 10, 2019, Public Risk Magazine.



estimate to deploy such a backbone. In addition, we will provide a high-level estimate of the costs to deploy an open-access dark fiber network City-wide for use by any service provider and potential future application.

2.6 Digital Inclusion

Digital Inclusion refers to the activities necessary to ensure that all individuals and communities, including the most disadvantaged, have access to and use of Information and Communication Technologies (ICTs). This includes 5 elements: 1) affordable, robust broadband internet service; 2) internet-enabled devices that meet the needs of the user; 3) access to digital literacy training; 4) quality technical support; and 5) applications and online content designed to enable and encourage self-sufficiency, participation and collaboration.⁷

Our efforts will include recommendations to increase broadband adoption, address digital literacy, and increase usage. Casco Bay will:

- Inventory existing digital literacy programs currently available within the community
- Determine gaps in program availability
- Determine access options and affordable equipment programs targeted toward low- and moderate-income users

Our efforts and recommendations will leverage publicly available information reflecting best practices in other jurisdictions.

2.7 Broadband Plan Document Development

Casco Bay will incorporate all of the information collected and produced in the Work Plan as described above into a comprehensive report, including illustrations and maps that will deliver the information in an easily consumable manner. The report will be designed to inform the City and its constituents regarding the gaps in the defined service levels and will include our high-level cost estimates and network designs.

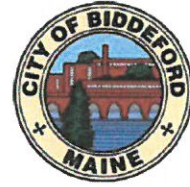
The final Broadband Plan is summarized in the following outline:

1. Executive summary
2. Internet access and broadband definition
3. Internet access technology overview

⁷ As defined by the National Digital Inclusion Alliance, <https://www.digitalinclusion.org/definitions/>



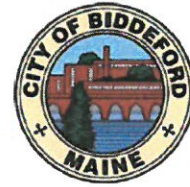
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4. Mapping of existing infrastructure and capabilities discussion
5. Survey results & conclusions (optional)
6. Areas requiring service expansion
7. Smart city infrastructure recommendations
8. Digital inclusion recommendations
9. Appendices
 - Definitions
 - Design & analysis assumptions

2.8 Deliverables

Our proposal includes one (1) hard copy and one (1) PDF delivery of the final report in written form and one (1) in-person presentation to the City.



3 Work Schedule

Our work schedule assumes a project kick-off the week of June 2, 2019, with the final product delivery no later than August 16, 2019. This schedule is conservative and may be accelerated depending upon resource availability and based upon the cooperation and collaboration of the existing service providers.

Task Description	Total Estimated Hours	Casco Bay Estimated Hours	Sewall Estimated Hours	Wk1	Wk2	Wk3	Wk4	Wk5	Wk6	Wk7	Wk8	Wk9	Wk10
Project Management	13	13	0										
Client kick-off meeting													
Project status calls w/ Client													
Strategic Partner project status calls													
General Project Management tasks													
Invoicing													
Optional Survey	16	8	8										
Prepare survey													
Survey open													
Prepare & interpret survey results													
Data Collection	20	20	0										
Solicit broadband Infrastructure mapping													
Field validation of Cable TV gaps													
Mapping & Metrics	48	16	32										
Map development of existing fiber & Cable TV infrastructure													
Map fiber optic expansion to support "smart" infrastructure													
Estimate cost of city-wide FTTH network													
Digital Inclusion	12	12	0										
Inventory existing digital inclusion programs													
Develop recommendations for enhancement													
Plan Document Development	32	32	0										
Recommendation development													
Draft plan													
Solicit public input to draft plan													
Incorporate public comment and finalize plan													
Deliverables	8	8	0										
Broadband Plan Document													
Plan Presentation													
Total Hours	149	109	40										

4 Evaluation Criteria

4.1 Completeness and Thoroughness

Casco Bay believes our response to this RFP is complete, concise and meets all of the requirements of the RFP, including: a) extensive mapping supported by field verification if necessary, and b) an optional survey of consumers and businesses to solicit their input.

4.2 Familiarity

Casco Bay is very familiar with all of the service providers currently serving the City of Biddeford and throughout the state of Maine and maintains positive relationships with all. We routinely collaborate with all of the service providers in our work with the many communities and counties across the State, as well as with the ConnectME Authority through our ongoing support of their broadband expansion initiatives.

4.3 Execution

Casco Bay is prepared to execute a contract within one (1) week of selection, and to perform and complete all work as indicated in the final Scope of Services.

4.4 Experience

Our experience supporting similar initiatives for all 36 communities in Franklin County and for the Town of Fort Fairfield, as well as our experience managing the construction of broadband networks for Islesboro and Mount Desert, and our ongoing engagement with Cumberland County for a similar scope of work for each of its 26 communities; demonstrates our experience and past performance on similar projects.

4.5 Interview

Casco Bay would be pleased to appear before the City for an interview, if requested.

4.6 Capacity

Casco Bay has the capacity in our schedule and staffing necessary to complete this project within the timeframe requested.

4.7 Selection

Casco Bay understands the cost of the proposal will be considered but will not be the only basis for selection.

5 Casco Bay Qualifications

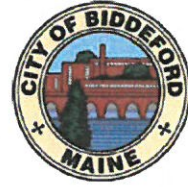
5.1 Experience

Established in 2012 by Brian Lippold, Casco Bay Advisors, LLC (Casco Bay) is a telecommunications and broadband consulting firm located in Gardiner, Maine. Prior to establishing Casco Bay, Mr. Lippold served as EVP/COO of Integra Telecom, a Portland, Oregon based Competitive Local Exchange Carrier (CLEC) providing services across the western third of the United States. Over the course of his 35 years in the telecom industry, Mr. Lippold has held key executive leadership roles, including; SVP Network Planning & Engineering for FairPoint Communications, built and led the business, government and wholesale sales channels for FairPoint across northern New England, served as SVP of State Government, Research & Higher Education sales at Level 3, VP Carrier Services at TelCove and General Manager of Kansas, Oklahoma and Missouri for TelCove. Brian's early telecom career was devoted to various engineering and operations leadership roles within the long-distance telecommunications industry.

5.2 Capabilities

Casco Bay specializes in developing broadband feasibility studies for state, county and locally funded broadband expansion initiatives, with an emphasis on facilitating and implementing Public/Private Partnerships. Casco Bay also provides network planning, network engineering, utility pole make-ready project management, construction management, financial modeling of fiber optic networks, and acts as an owner's project manager for service providers, as well as for state, county and municipally funded fiber optic initiatives to expand the availability of highspeed broadband and developing new fiber optic networks.

Casco Bay prides itself on being the only truly independent broadband advisor/consultant in the state of Maine, providing communities with unbiased advice and analysis. Casco Bay does not build or operate broadband networks, nor do we sell broadband services. We do however, leverage our deep past experience building and operating networks to provide our clients with the advice and expertise required to successfully negotiate with service providers, provide oversight of construction and monitor the performance of network operators.



5.3 Organizational Structure

Brian Lippold is the sole employee of Casco Bay and will provide the deep subject matter expertise required to manage the development of this comprehensive Broadband Plan. Our strategy is to partner with best-in-class organizations to support our efforts where additional resources are required. For this project, Casco Bay plans to utilize the mapping and geospatial resources of the James W. Sewall Company (Sewall), an Old Town, Maine based engineering and natural resources consulting firm. Should the City include the optional consumer and business survey as part of this project, we plan to leverage Sewall's experience conducting similar surveys for Cumberland County, ConnectME Authority and the Unity Foundation.

Mr. Lippold's detailed resume is included as Attachment A.

5.4 About James W. Sewall Company

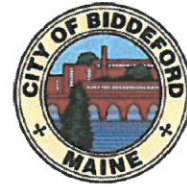
Sewall is a multi-disciplined consulting firm providing services to government, energy and utilities, telecommunications, and the forest industry. Founded in 1880, Sewall is comprised of professional engineers, surveyors, natural resource consultants, and geospatial and information consultants and technologists. Since its founding, Sewall has evolved as the needs of Maine communities and technology change, which includes the development and management of critical infrastructure policies and systems such as broadband.

A client-focused firm, Sewall is committed to understanding client needs and business drivers and the needs of client constituencies. Its core services in engineering, energy & telecommunications, and natural resources with respective geospatial capabilities can be integrated in any combination to further client success:

- **Engineering.** Civil, site design and permitting; highway design; environmental; traffic engineering; utilities infrastructure mapping and asset management; and surveying services.
- **Energy & Telecommunications.** Business case & construction planning; regulatory compliance & operations support; systems integration; funding development & project management for natural gas, hydroelectric, and onshore & offshore wind energy.
- **Natural Resources.** Forest and natural resource appraisal and inventory; acquisition due diligence; forest modeling and harvest scheduling; forest investment analysis; economic analysis; GIS and mapping; satellite imagery and analysis; land management; litigation support; biomass and carbon consulting; and forest management, management planning, and modeling.



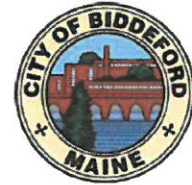
Casco Bay Advisors, LLC
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Embedded in these core services, Sewall offers:

- Geospatial Solutions. Aerial imagery, satellite & LiDAR acquisition; geospatial data acquisition and development; GIS & asset management application development & hosting; and mapping.

Sewall is a private corporation and small business owned by Treadwell Franklin Infrastructure Capital LLC (TFIC), an integrated infrastructure business that focuses on developing and sponsoring the commercial infrastructure of the United States. TFIC is a fundless sponsor - an originator and servicer - of infrastructure investments for private equity, family office, and institutional investors. From its offices in New York City and Yarmouth, Maine, it acts as the principal developer and asset manager of core and 'core+' project assets and acquired businesses in its target sector.

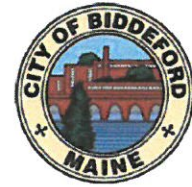


6 Relevant Work Experience and References

The following table highlights some of Mr. Lippold's current and past clients and projects.

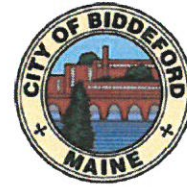
Current and Past Clients and Projects	
Client	Projects
Cumberland County, Maine	<i>Municipal Broadband Playbook Project</i>
Franklin County, Maine	<i>Broadband Feasibility Study, Service Provider Negotiation Support, CMP NECEC Project Broadband Benefits</i>
Maine Fiber Company	<i>Utility Pole Make-ready Project Management, Customer Premise Engineering</i>
Massachusetts Technology Collaborative	<i>MassBroadband123 Network Operator Assessment, Utility Pole Make-ready Assessment, Last-Mile Business Case Analysis</i>
State of Maine - DECD/ConnectME Authority	<i>State-wide Broadband Action Plan, Annual Report, State-wide Broadband Availability Mapping, Municipal Broadband Case Studies, Transition Support</i>
Town of Bar Harbor, Maine	<i>Design, Engineering, Project Management for Municipal Use Fiber Network</i>
Town of Fort Fairfield, Maine	<i>Broadband Feasibility Study</i>
Town of Islesboro, Maine	<i>Owner's Project Manager</i>
Town of Swan's Island, Maine	<i>Broadband Feasibility Study, Design, Engineering, Project Management</i>
Western Mountains & Rivers Corporation	<i>CMP NECEC Project Fiber Optic Design & Broadband Benefits Support</i>
Confidential Clients	<i>Expert Witness Report & Testimony</i>

We offer four (4) references and additional project details on the following pages.



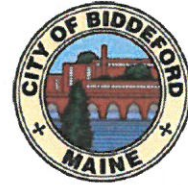
6.1 State of Maine

Project Name:	State of Maine - Statewide Broadband Action Plan
Name of Client:	Department of Economic and Community Development
Client Contact Name and Address:	Denise Garland Deputy Executive Director Burton Cross Building, 3rd Floor 111 Sewall Street Augusta, ME 04330-6830 (207) 624-7496 denise.garland@maine.gov
Period of Contract:	November 2017 - March 2018
Description of Overall Project Scope:	Creation of an Action Plan, in collaboration with community stakeholder organizations and service providers, to guide the efforts of the State of Maine administration to expand the availability of reliable, affordable high-speed broadband throughout the State. The Action Plan included: - Recommendations to develop address specific broadband speed availability - Redefinition of "unserved" and "under-served" areas of the State - Preliminary cost estimates - Funding approaches - Prioritization of areas eligible for subsidies - Recommendations for a reverse auction to award subsidies - Key design elements for funding - Recommendations regarding funding leadership, accountability and potential legislative action



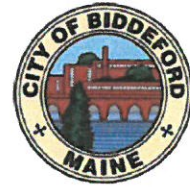
6.2 Franklin County

Project Name:	Broadband Planning Study
Name of Client:	Franklin County Broadband Initiative
Client Contact Name and Address:	Charlie Woodworth Executive Director Greater Franklin Development Council Farmington, Maine (207)778-5887 cwoodworth@greaterfranklin.com www.GreaterFranklin.com
Period of Contract:	July 2017 - Current
Contract Value:	\$100,000+
Description of Overall Project Scope:	Regional study of broadband infrastructure in Franklin County and the Town of Livermore Falls in Androscoggin County. Study included field verifying and mapping existing infrastructure throughout the Study area, determining the capabilities available with the existing infrastructure, identifying gaps in coverage, providing designs and costs to fill those gaps with varying levels of capability and technology, as well as providing a Study area wide open access Fiber-to-the-Home design and costs for implementation. The Study was intended to educate and inform the county as a whole and the individual municipalities, and to provide concrete metrics to share with the incumbent service providers and potential new market entrants to develop successful public, private, partnerships. The Report was presented on a Study area wide basis, as well as on an individual municipality basis. After completion of the Study, the municipalities and county officials decided to move on to the next phase on a county-wide basis working with providers to develop public, private, partnerships for broadband expansion. As a result, 3 new market entrants have expressed interest in serving the majority of the Study area and we are currently working with those service providers to develop plans and are seeking to secure both public and private funding. Sewall is providing a full range of consulting services (technical, operating, financial analysis and project management) to assist with these negotiations.



6.3 Town of Fort Fairfield

Project Name:	Broadband Feasibility Study
Name of Client:	Town of Fort Fairfield, Maine
Client Contact Name and Address:	Tim Goff (Former) Economic & Marketing Director Town of Fort Fairfield 18 Community Center Drive Fort Fairfield, ME 04742 (207) 990-5917 thegoffer12@yahoo.com
Period of Contract:	November 2015 – May 2016
Description of Overall Project Scope:	Partnered to study the broadband infrastructure gaps and understand the level of effort required to bring the power of the Internet to all unserved and underserved areas of the Town. Work on the study began by establishing the extent and capacity of coverage already deployed within the community by the existing broadband providers. This information was required to properly assess the technical options and cost comparisons for Fort Fairfield's broadband solution. We also analyzed the unserved areas eligible for Connect America Fund – Phase II (CAF-II) funding to understanding how future expansion of FairPoint's network might expand broadband availability. With this information, collected and organized into a GIS mapping database, we developed multiple options to provide ubiquitous broadband coverage throughout the Town. Those options included DSL service with various speed characteristics, expansion of the incumbent Cable TV broadband infrastructure, and a complete Fiber-to-the-home (FTTH) overbuild plan. For each of the options defined above, high-level capital costs were determined and various operating models were presented. In the final analysis, the Town chose an incremental approach to expansion, which was kick-started by a public/private partnership to deploy a FTTH network in the southeast portion of the Town.



6.4 Cumberland County

Project Name:	Cumberland County Broadband Playbook
Name of Client:	Cumberland County, Maine
Client Contact Name and Address:	Travis Kennedy Director of Public Affairs 142 Federal Street Portland, Maine 04101 (207) 871-8830 kennedy@cumberlandcounty.org
Period of Contract:	January 2019 - May 2019
Description of Overall Project Scope:	Creation of a guidebook that will facilitate collaborative regional broadband expansion in Cumberland County. The project includes development of a report that will act as a "playbook" for interested communities to create a permanent, scalable utility; understand the upfront and ongoing costs associated with building service out to their taxpayers; and provide a thorough resource map of where fiber and other broadband resources currently exist, who can be negotiated with to prevent duplication of efforts, and how much it would cost - and how long it would take - to build out service to each town in the County.

7 Insurance

Casco Bay agrees to provide proof of workman's compensation insurance, liability insurance of at least \$300,000 combined single limit and professional liability insurance. During the term of the contract, Casco Bay agrees to maintain such insurance and provide the City with current proofs of insurance. An insurance certificate listing the City of Biddeford as "additional insured" as appropriate shall be provided.

8 Indemnification

Casco Bay agrees to indemnify and hold the City harmless from claims, demands, suits, causes of action and judgments arising from our performance including claims of professional malpractice or negligence.

9 Cost Proposal

Pricing		
Tasks	Amount	Fee Structure
Project Scope and Deliverables as defined	\$17,500	Fixed
Optional - Consumer & Business Survey	\$2,500	Fixed

Please see Work Schedule for task breakdown and hours for each staff/team member

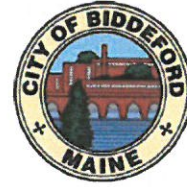
The pricing listed above is valid for 60 days. If the City decides to proceed with the project after 60 days from the date of this proposal, Casco Bay reserves the right to review the cost estimate and schedule, and to make changes as needed.

10 Invoicing

Payment of \$2,500 will be due upon authorization from the City to proceed. Thereafter, invoicing will occur monthly based upon the percentage of the project completed during the billing period. Payment is due within 30 days after the date of invoice and balances outstanding beyond these terms will accrue interest at the rate of 1.5% per month (18% per annum), or the legally permitted maximum if that rate is lower.



Casco Bay Advisors, LLC
Broadband/Telecom Consulting

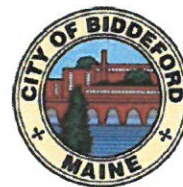


11 Acceptance

Your notice to proceed can be a letter or purchase order that makes reference to this proposal, or a copy of this proposal with an authorizing signature in the space provided below.

Accepted by: (Printed name and title) _____

Signature: _____ Date: _____



12 Attachment A – Resume of Brian Lippold

Brian Lippold

2 Streamside Ln, Gardiner, ME 04345 | (207) 233-2976 | brian.lippold@yahoo.com

GENERAL MANAGER | COO | SALES LEADER

Passionate and intensely focused Sales & Operations executive and leader who leverages a rare combination of product, technical, engineering, fiscal management, and sales expertise.

Business turn-around expert with the courage and judgment to make the difficult decisions that ultimately propel a company forward. Collaborate closely with finance organizations to ensure business solutions meet financial objectives. Manage up to 450 reports, \$160M budget and \$600M P&L.

- **Driving P&L:** Aggressively turned around troubled operations delivering up to 60% revenue growth, doubling sales pipelines, and tripling business unit's percentage of total enterprise revenue.
- **Building, Rehabilitating & Leading Teams:** Build and foster collaborative team environments elevating average and under-performing teams to new levels of success | Drive teams and organizations to increase profitability, grow revenue, manage costs, and achieve enterprise vision.
- **Adding value through multifaceted expertise:** P&L management, sales leadership, network planning, engineering, operations, project management, M&A, integration/divestiture, Chapter 11 reorganization, customer service, business development, strategic planning, regulatory affairs.

EXECUTIVE LEADERSHIP EXPERIENCE

Principal – Casco Bay Advisors, LLC, Gardiner, Maine (2012–Current)

Snapshot: *Broadband Expansion | Public-Private Partnerships | Strategic Network Planning | Project Management*
Provide strategic planning, financial/operational modeling, due diligence, expert witness, network planning, engineering, utility pole make-ready management, owners project management services to service providers and state-county-local government broadband expansion initiatives.

- Commissioned to analyze competitive telecom environment and opportunities in New England.
- Provided technical and operational advice to a municipal broadband investment group.
- Provided ongoing technical and operational advice to a \$100M state government owned middle-mile fiber network partnership and strategic planning for a \$100M+ expansion of that network.
- Owners Project Manager for municipal Fiber-to-the-Home network deployment.
- Expert witness report & testimony in arbitration related to NTIA/BTOP funded middle-mile network.
- Facilitated multiple county-wide and individual municipal broadband feasibility studies

James W. Sewall Company (2015 – 2019)

Vice President, Business Development

Snapshot: *Lead sales, marketing & business development*

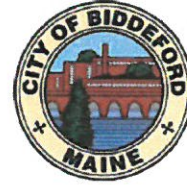
Provide strategic direction and overall leadership of sales and business development targeting local & state government, gas pipeline & distribution, broadband/telecom and energy markets.

- Developed broadband/telecom consulting practice leveraging existing geospatial, remote sensing and asset management capabilities.
- Developed companywide marketing, sales and business development strategic plan.

Integra Telecom Holdings, Portland, OR (2010–2011)

Executive Vice President | Chief Operating Officer (Electric Lightwave)

Snapshot: *Spearheaded wholesale & national accounts divisions | P&L: \$150M | Reports: 45*



Brian Lippold

(207)233-2976 | brian.lippold@yahoo.com | Page 2 of 3

Led efforts to expand service offerings and relationships across vertical segments, develop product suite and implement Salesforce.com, build and staff Federal and National sales channels, shift focus towards higher-value customers, and establish business development to address internal/external strategic opportunities.

- Re-engineered Sales organization into industry verticals and forged a culture of high striving and excellence | 150% revenue growth projected based on customized offerings and specialization.
- Delivered competitive advantage by building a leading-edge Ethernet product line and re-launching Integra into the Wholesale and B2B markets.
- Increased number of targeted companies 500%, grew sales pipeline 200%, increased sales force efficiency up to 25%, and reduced cancelled sales from 50% to less than 5%.
- Improved CAPEX decision-making by enabling high-ROI transparency in financial reporting | Enabled better understanding of financial performance, stockholder value, and valuation of each division.

FairPoint Communications, Inc., Portland, ME (2007–2010)

Senior Vice President, Network Planning & Engineering, 2009–2010

Snapshot: Led Network Planning & Engineering organization | Budget: \$160M | Reports: 450

Promoted to define long-term operations and technology strategies and improve enterprise business performance. Directed efforts to reduce intervals, increase flow-thru and improve data integrity and collaboration with down-stream and up-stream organizations. Expanded service availability by engineering and constructing next-generation network and introducing new voice and data products; and implemented project management and resource management discipline and tools to enhance organizational efficiency. Negotiated with creditors and regulators during Chapter 11 reorganization.

- Built and deployed the most robust and ubiquitous network infrastructure in VT, NH, and ME by delivering the products and services needed for success in this competitive market.
- Reduced systems implementation intervals 10% and increased automatic flow-thru provisioning 20% resulting in greater customer satisfaction.

Vice President, Business & Wholesale Sales (FairPoint), 2007–2009

Snapshot: Built Business & Wholesale Sales operation from ground up | P&L: \$600M | Reports: 250

Recruited to build and direct Sales, Support, & Order Management organization within B2B, Wholesale, Government, and Education sectors. Developed organizational structure, provided due diligence during Verizon local exchange network acquisition, helped lead business and technology integration efforts, and defined new sales channel coverage strategy for each market sector.

- Fully integrated Verizon acquisition and had new Sales organization operational on transaction close date | Developed organizational structure and sourced 90% of Sales, Support, and management staff.
- Positioned Sales team to exceed \$72M revenue target prior to Chapter 11 reorganization.

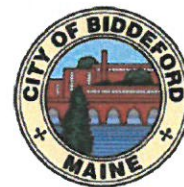
Level 3 Communications (Acquired TelCove, Inc. in 2006), Broomfield, CO (1993–2007)

Senior Vice President of Sales, State Government, Research & Higher Education (Level 3), 2007

Snapshot: Built National sales organization supporting new vertical | P&L: \$80M+ | Reports: 105

Promoted to build nationwide Sales organization for the state government, higher education and research vertical. Established national sales organization, defined operational and business development strategies, implemented best practices, created marketing plan, created post-sale support team to convert sales into revenue, and drove teams to deliver on double-digit growth goals.

- Leveraged acquisitions, new strategies, and existing relationships to penetrate state government, higher education, and research markets.



Brian Lippold

(207)233-2976 | brian.lippold@yahoo.com | Page 3 of 3

Regional Vice President of Sales, Business Markets Group (Level 3), West Region, 2006

Snapshot: Integrated 4 companies & developed national presence | Reports: 124

Retained post-acquisition to fold personnel and customers into newly created sales channel, integrate disparate products, back offices, and IT systems, and expand sales team throughout the Western US.

- Established new Western Region sales organization spanning the Rocky Mountains and West Coast.
- Completed 4-company integration on time and on budget creating a national presence for Level 3.

Vice President – Wholesale Sales & Federal Government Sales (TelCove, Inc.), 2003–2006

Snapshot: Wholesale channel growth & pre-acquisition due diligence | P&L: \$75M | Reports: 50

Promoted to rebuild and turn around an underperforming Wholesale sales channel. Developed and executed reorganization strategy upgrading talent, diversifying customer base, forging new channel relationships, establishing vertical market specialties, improving sales processes, and introducing sound funnel and account management practices. Involved in post-acquisition integration.

- Increased average new monthly recurring revenue sales 430% over three years—from \$72,000 to \$310,000 | Grew Wholesale from 15% to 45% as a percentage of total company revenue.
- Strengthened Wholesale revenue base by creating a 50/50 mix between tier-1 and lower-tiered customers | 95% of revenue previously came from only 3 primary customers.
- Created Federal Solutions Group / GSA Schedule capturing \$12M in new opportunity the first year.

General Manager (TelCove, Inc.), 1993–2003

Snapshot: Built full-service telecom network from startup | P&L: \$20.5M | Budget: \$3M | Reports: 50

Partnered to design and construct a metropolitan fiber optic network providing private line access services to AT&T and MCI. Directed all daily operations targeting businesses, governments, and institutional customers and competing with Regional Bell Operating Company across a full product spectrum.

- Grew revenue from startup (\$0) to \$20.5M generating 85% gross margins and 60% EBITDA.
- Steered financial performance to consistent top-3 level across 70 markets | Results routinely referenced by corporate finance (parent company) to demonstrate proof-of-concept when raising capital and seeking approval to exit bankruptcy.
- Built sales team that routinely achieved the highest President's Club level attainable at TelCove.

Previous Executive Experience

Vice President – Network Engineering & Operations | Director – Network Planning & Engineering

Long Distance North / Rochester Tel, Burlington, VT

Executive Board Experience

Executive Board, Pine Tree Council, Boy Scouts of America, Portland, ME (2008–2010)

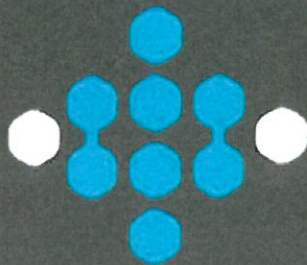
Board of Directors, Maine & Company (2009–2010)

Board of Directors, Music Theater of Wichita (2002–2003)

Recognition

Wichita Business Journal "40 Under 40" Award winner.

Response to RFP
Broadband Plan
for
The City of Biddeford



Broadband
Technology Advisors

CONTENTS

Section 1	Summary
Section 2	Work Plan
Section 3	Broadband Technology Advisors Background and Partner's Experience
Section 4	Relevant Work Experience and References
Section 5	Insurances
Section 6	Indemnification
Section 7	Cost Proposal
Section 8	Committee Meeting/Public Hearing
Section 9	Broadband Technology Advisors Statement of Quality Assurance

Section 1

Summary

Broadband Technology Advisors, hereafter referred to as 'BTA', hereby responds to the City of Biddeford's Request for Proposal regarding the present condition of high-speed Internet access within the community.

BTA will present a Broadband Plan to include the requested elements as outlined in the RFP:

- Identification of existing high-speed Internet assets
- Identification of areas of the City lacking service
- Identification of the requirements for greater access for all residents

During the evaluation process, BTA will interface on site with community businesses, residents and broadband providers for the purpose of identifying and evaluating broadband assets and availability.

Where allowable, BTA will preform signal tests allowing the Biddeford Broadband Committee, hereafter referred to as 'BBC', an opportunity to evaluate broadband signal capacity. BTA will also physically inspect and capture critical network architecture components such as fiber backbones, tower locations and regional fiber links.

BTA will evaluate City of Biddeford easement, utility pole and underground duct assets allowing the committee the potential to determine possible applicable avenues of signal propagation. In determining future provisioning of capacity to support broadband proliferation to include "smart" products and services, BTA will offer directional recommendation(s).

BTA will offer directional support for greater access to high-speed Internet and computer equipment for low-to-moderate income individuals and families that will promote Digital Inclusion.

BTA will provide the City of Biddeford Broadband Committee a number of products:

- Evaluation of the existing broadband infrastructure and capacity serving the community.
- Recommendations for improving the promotion of broadband capacity in the City of Biddeford.
- Action items for the committee's future implementation of a broadband plan.

Section 2

Work Plan and Timeline

BTA will perform the following activities and events consistent with the proposed timeline highlighted in the RFP.

May 13, 2019 (week of) – Kick off phone conference with Linda Waters, Brad Favreau and BBC members to confirm the work agenda.

May 20, 2019 (week of) – BTA meet with the BBC to discuss details of the work plan.

May 27 to June 21, 2019 – BTA performs on site evaluation of the scope of broadband capacity in the community. This includes meeting with residents, business operators and city officials focused on the fire, police and school administration.

June 24 to July 10, 2019 – BTA evaluates the collected data and provides briefs by teleconference to BBC members and Linda Waters and Brad Favreau.

July 11, 2019 – Schedule public hearing. Schedule BBC meeting.

July 17 to August 9, 2019 – Additional fieldwork performed. Public hearing attended. Preliminary document prepared.

August 9, 2019 – Draft proposal presented to Linda Waters, Brad Favreau and BBC for comment.

August 12 to August 14, 2019 – Proposal finalized.

August 16, 2019 – Final Proposal presented to committee

To Be Scheduled Post Proposal – Presentation by BTA to BBC on the findings.

August 16, 2019 – Final proposal submitted

Section 3

Broadband Technology Advisors Background and Partner's Experience

BTA is a Florida LLC formed in 2017 for the purpose of advising and consulting to developers, residential communities and municipalities throughout New England and Florida. The Community Association Manager International Certification Board and the State of Florida have certified BTA to present an education course titled 'Technology Advances, Trends and Changes in Cable, Internet and Telecom Services'. This course provides community leaders and licensed community managers with insights into the ever-changing world of broadband technology to make better long-term commitments to 'future proof' their communities.

BTA consists of five consulting partners with specific expertise in the broadband, software, data center and content platforms.

David J Keefe, Founding Partner

David entered the cable television industry in 1972 joining Cox Cable in Moline, IL. Quint Cities Cable was a greenfield cable television operation serving 5 communities. Keefe became a branch manager and developed premium television for the corporation. Keefe was a co-founder of American Cablesystems bringing service to Massachusetts and Los Angeles.

In 1992, Keefe build and managed Wharf Cable serving the territory of Hong Kong. He subsequently developed broadband businesses in Hungary, Poland and Brazil. In 2001 in the State of Sao Paulo, Brazil, Keefe launched a high-speed Internet network servicing over 1 million homes.

In 2002, Keefe founded Atlantic Broadband serving as CEO. Over the next several years Atlantic Broadband acquired similar companies in 8 states serving the Dallas, Austin, Miami, Johnstown, PA and Cumberland, MD markets. Additionally, Atlantic Broadband launched advanced video products, high-speed Internet and telecommunications services to residents and businesses in those markets.

Keefe is a former board member of CSPAN, former chairman of the South Shore YMCA and Bay State Community Services and former Vice Chairman of the California Cable Association.

Keefe co-founded BTA with partners in 2017

Scott Haugland, Co-Founder

Scott has over 25 years of experience in communications infrastructure design and development. In 1995 he launched Pacer International, a telecommunications design/build company. Pacer specialized in fast-paced telecom related projects including fiber builds, cellular networks and data centers throughout the US, Latin American and Europe. The company managed all facets of each project from design through project management. Clients included AT&T, Bell, MCI, British Telecom and City of London Telecom (COLT).

In 1999 Haugland established a full service data center in Miami hosting 14 active fiber networks and numerous prestigious enterprise companies and local government agencies. The Miami Data Vault continues to thrive as one of the South Florida's strategic fiber interconnection connection and collocation facilities.

Beginning in 2004 Haugland began providing consulting services to area real estate developers to bring advanced technologies including broadband, cable, telecommunications and cellular signal amplification to their properties and communities. During this time Haugland also worked with several broadband and cable TV service providers to successfully expand into the Florida market.

In 2017, at the request of local communities and homeowner associations, Haugland co-founded Broadband Technology Advisors to assist them with critical decisions to 'future proof' their properties. BTA focuses on helping its client base better understand their technology options by evaluating the capacity and limitations of existing infrastructures. BTA then guides the client through long-term decisions regarding all aspects of communication networks and services within the ever-changing complexity of new technologies.

Scott is also Managing Director of SureView Systems, a software development company based in Tampa. SureView Systems developed, services and supports a software platform for monitoring all types of critical alerts and alarms to protect communities, critical infrastructures and physical assets. The platform is deployed in 'safe cities' applications, major campus environments and international manufacturing facilities.

Almis (Al) Kuolas, Co-Founder

Al began his career at Roger's Cablesystems in Toronto, ON in 1974. There he was responsible for system design, headend and the equipment evaluation lab.

In 1981, Kuolas relocated to Boston and joined Dave Keefe in designing and building newly franchised cable systems in the greater Boston area and subsequently in Los Angeles.

In 1997, Kuolas joined Pacific Bell (now AT&T) to design, build and deploy a wireless digital TV product using MMDS frequencies in the greater Los Angeles and San Francisco markets. Those assets were later acquired by MCI-WorldCom.

From 2000-2003, Kuolas worked for Philips, a worldwide enterprise developing new wireless technologies including Bluetooth, Wi-Fi and GSM. Kuolas lead the emerging technologies development efforts and introduced the very first versions of Wi-Fi and Bluetooth modules to technology leaders like Hewlett Packard, Intel, Nokia and others. Subsequently the division was spun off to SMC Networks in Taiwan who continues to produce networking equipment, switches and wireless routers.

In 2003, Kuolas joined forces again with Dave Keefe and other partners as the CTO of Atlantic Broadband. While at Atlantic Broadband Kuolas lead the expansion to multiple new markets and the acquisition of several operating companies.

Kuolas is a member of the prestigious Society of Telecommunications Engineers and former technology working group member at the IEEE, NCTC, and advisory board and user group member at various other technology companies including Cisco, TiVo, Motorola, and Arris.

Julie G Sullivan Esq., Advisor

Julie is a graduate in Computer Engineering from Northeastern University. She received her LLB from Suffolk University and received a patent certification. Sullivan received her Masters-in-Business Administration from Simmons College. Sullivan was a researcher at Miter Corporation and a staff attorney at the law firm of Hale and Dorr. She also had a private practice in Massachusetts for many years. Sullivan currently serves as counsel to BTA.

Rosemary Cipolla BS, Researcher

Rosemary is a graduate in International Business from McGill University in Montreal. She is currently attending Regents College in London, UK earning her Masters-in-Business Administration.

Cipolla provides research and data for BTA.

Section 4

Relevant Work Experience and References

The primary partners of BTA have the relevant professional experience to properly represent and support the City of Biddeford and develop its Broadband Plan. Collectively the partners have worked with many municipalities throughout the world. In Los Angeles, Keefe and Kuolas assumed responsibility for servicing over 1 million homes in a distressed and bankrupt status. Their commitments to the city were all achieved ahead of schedule earning the company unanimous support from a previously skeptical Los Angeles communications committee. Keefe has also served municipal committees as small as Camden Maine and as large as Hong Kong.

Haugland has been involved with major local, regional and national fiber and wireless network builds in New York, Miami, Europe, India and Latin America facing numerous challenges requiring creative solutions. He is currently a major supporter, donor and landlord to the Miami-Dade Broadband Coalition in South Florida, a non-profit organization dedicated to providing broadband access to all residents.

City of Miami Beach (Keefe)

Mayor Phillip Levine, (former), Miami Beach Florida
c/o City Hall, Miami Beach, FL 33141

New England Telecommunications Association (Keefe)

Paul Cianelli, President

pcianelli@NECTA.com

American Communications Association (Keefe)

Matthew Polka, President

mpolka@americancable.org

California Cable Television Association (Keefe)

Spencer Kaitz, President

spencerkaitz@aol.com

Miami-Dade Broadband Coalition (Haugland)

James Osteen-CEO

305.586.7050 or josteen@miamibroadband.org

Marbella Condominium Association (Haugland)

Bobby Barrett-Property Manager

561.368.2869 or rbarrett@campbellproperty.com

Community Associations Institute (Haugland)

Michele Bilawsky-Executive Director

561.716.3646 or mbilawsky@cai-goldcoast.org

Florida East Coast Realty (Haugland)

Wayne Hollo-Developer

305.358.7710 x115 or wrh@fecr.com

Indian Creek Community Association- (Keefe)

9080 Bay Drive (Miami)

Sam Kissinger-City Manager or Marilane Lima

305.865.4121 or mlima@icvps.org

City of Miami Beach – (Keefe)

Jimmy Morales-City Manager

305.678.7101 or jimmymorales@miamibeachfl.gov

Media 3 Communications (Kuolas)

(consultant in developing Fiber network plan for Chula Vista CA)

Jeff Nunez – president

706A F Street

Chula Vista CA 91909

646.207.7809

Section 5

Insurance

BTA is a policy holder with the Hiscox Pro Insurance Company, represented by Burgin Platner Hurley Insurance Agency. (Binder Attached)

The Technology Professional Liability Policy has a \$400,000 limit.

BTA has no employees. The partners of BTA function as independent consultants and therefore do not require Workman's Compensation Insurance.

Section 6

Indemnification

Broadband Technology Advisors (Consultant) agrees to indemnify, defend, and hold harmless the City of Biddeford Maine (City) from claims, demands, suits, causes of action and judgments arising from the Consultant's performance including claims of professional malpractice or negligence.

Section 7

Cost Proposal

The following represents the BTA cost estimates supporting the Biddeford Broadband proposal project.

Travel to Biddeford for Keefe, Haugland and Kuolas - \$3850.00

This expense represents 3 site visits by Haugland and Kuolas and approximately 5 site visits from Keefe. Cost include mileage, air travel, hotel and meals.

Legal and Insurance - \$875

Research - \$1800

Postage, freight, printing and supplies - \$475

Partners Consultancy - \$6500

Overhead - \$1500

Total - \$15000

All cost overages will be the responsibility of Broadband Technology Advisors.

Payment schedule - \$5000 due on July 10, 2019. \$5000 due upon delivery of the final report on August 16, 2019. \$5000 due the sooner of completion of the public hearing or September 15, 2019.

Section 8

Committee Meeting/Public Hearing

BTA's primary goal is to represent the committee drawing on our prior professional work experiences to deliver the requested 'comprehensive report'. We acknowledge the many challenges the City faces in serving the community. We have experienced similar challenges throughout our collective careers. The BTA partners are confident we will successfully meet the requirements outlined in the City of Biddeford's Request for Proposal.

The BTA partners have the experience along with the professional reputations to manage the process end to end. If and when required, BTA partners will be available to support the BBC and to present our findings and conclusions at either community public hearings or committee meetings.

More importantly, to BTA will strive to earn your community's trust and respect and we are hopeful that in the future the City of Biddeford will recommend BTA for additional opportunities throughout the state of Maine.

Section 9

Broadband Technology Advisors Statement of Quality Assurance

The BTA mission statement is simple and to the point:

- Take care of your customers.
- Take care of your people.
- Keep your promises.
- Enjoy what you do.

BTA will perform the outlined work with professionalism and back up conclusions with data and clearly defined assumptions.

The work schedule supports that all members of the BTA team are in good health and able to perform their duties.

BTA looks forward to the selection process.

Contact:

Dave Keefe

dave@broadbandtechnologyadvisors.com

781-264-4904

Scott Haugland

scott@broadbandtechnologyadvisors.com

561.859.8005

Al Kuolas

al@broadbandtechnologyadvisors.com

781.534.2272



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burdin, Platner and Company LLC 14 Franklin St. Quincy, MA 02169	CONTACT NAME Paula Cocchi AAI, CIG PHONE (A/C No. Ext.) (617) 472-3000 FAX (A/C No.) (617) 472-7245 E-MAIL ADDRESS pc@bplins.com
INSURED BroadBand Technology Advisors LLC 335 F. Linton Blvd. Suite 1943 Delray Beach, FL 33483	INSURER(S) AFFORDING COVERAGE INSURER A Scottsdale Insurance Co. INSURER B Axis Insurance Company INSURER C INSURER D INSURER E INSURER F

COVERAGES: CERTIFICATE NUMBER: 2019 20 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ END OF YEAR ☐ OR ☐ OTHER	Y		TB	04/24/2019	04/24/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000 MED. EXP. (Any one person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUNDING \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRTH AUTOS ONLY ☐ AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ GROUP EXCESS LIAB ☐ CLAIMS MADE ☐ DED. ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE OR CONTRACTORS AT ALL TIMES OFFERED COVER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					FEW STATUTE ☐ OTHER ☐ E1 EACH ACCIDENT \$ E1 DISEASE (EA EMPLOYEE) \$ E1 DISEASE - POLICY LIMIT \$
B	Professional Liability			P-001-000116558-01	04/23/2019	04/23/2020	\$1,000,000

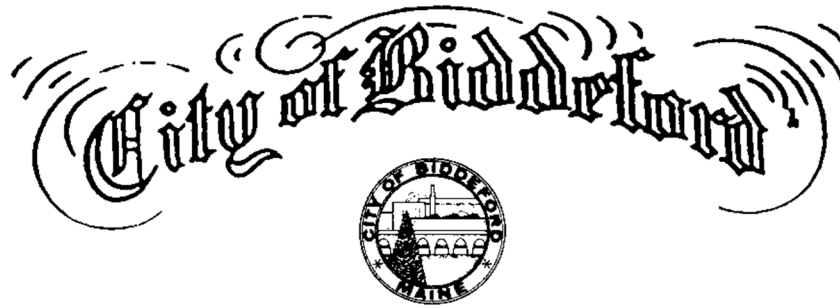
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)
Operations Usual to Insured

CERTIFICATE HOLDER City of Biddeford 205 Main Street Biddeford, ME 04005	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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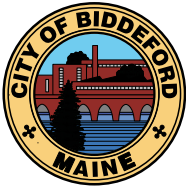
2019.xx

IN BOARD OF CITY COUNCIL...MAY 7, 2019

BE IT ORDERED, by the City Council of the City of Biddeford does hereby authorize the City Manager to accept ownership, on behalf of the inhabitants of the City of Biddeford, of a land gift from Mary Brown identified as MBLU 3-52 comprised of approximately ± 7.0 acres.

BE IT FURTHER ORDERED, that each party involved in the transaction shall pay their respective legal fees as may be applicable.

Note: *It is understood that the City Manager will prepare or direct to be prepared all necessary paperwork for the transfer in consultation with the City Solicitor.*



City of Biddeford

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

Briefing Memo

TO: Chairman John McCurry and Members of the Finance Committee

CC: James Bennett, City Manager
Cheryl Fournier, Finance Director
Phil Radding, Facilities Manager
Kris Reynolds, Airport Manager

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

DATE: April 29, 2019

RE: Land Gift – Granite Street (MBLU 3-52) by Mary Brown

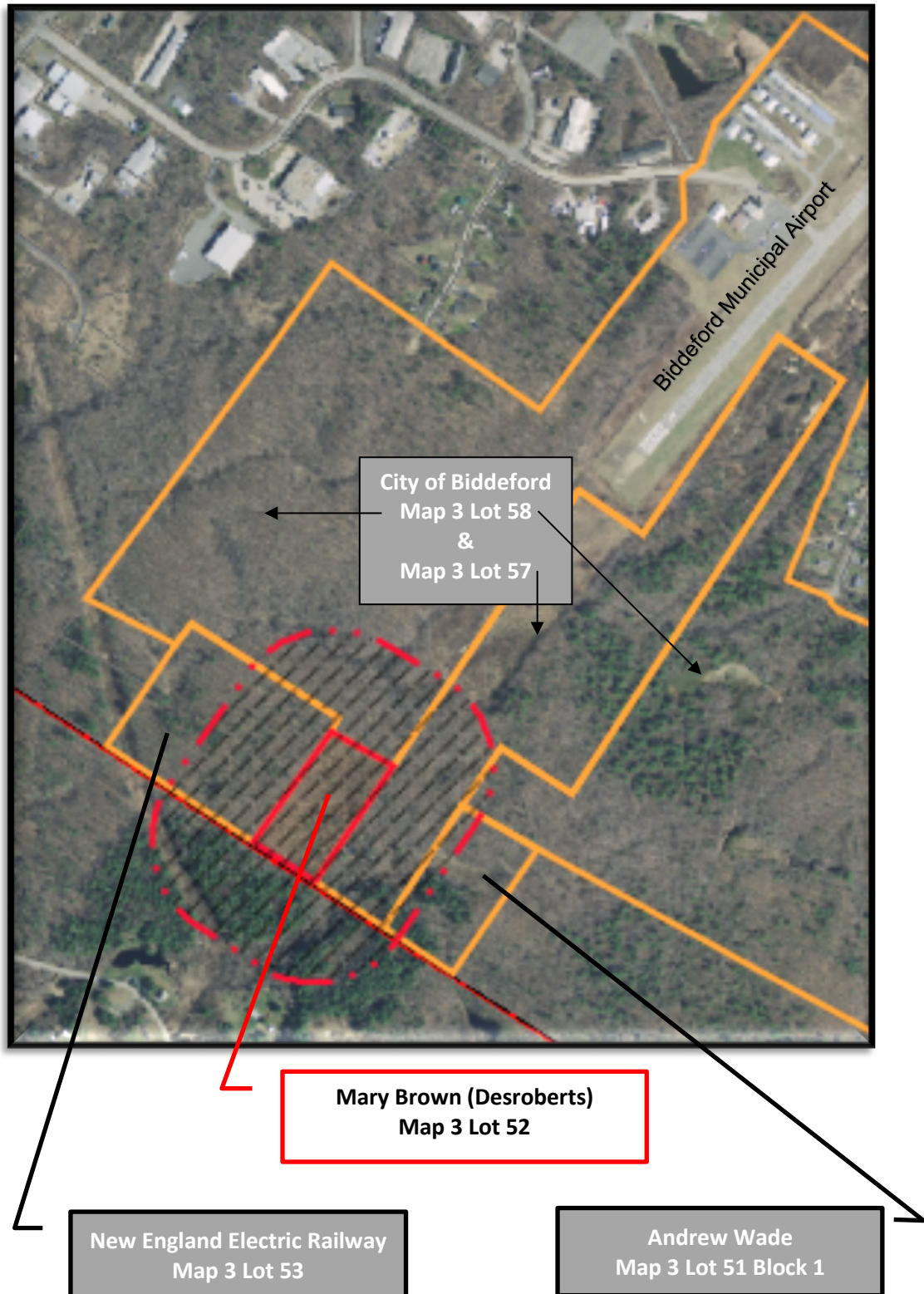
Mary Brown, formerly Mary Desroberts, owns an undeveloped parcel of land located off of Granite Street referenced as Map 3 Lot 52 consisting of approximately 7± acres. Through the law firm of Jensen Baird Gardner & Henry, she wishes to offer a land gift of the subject property with zero restrictions or conditions. Figure 1 depicts the location of the property in relation to land owned by the City (Biddeford Municipal Airport), New England Electric Railway, a private landowner, and the Town of Arundel.

A review by the Assessor's Office, Codes Office, and Tax Collector's Office found no outstanding issues; no pending code violations, and no outstanding taxes. The property is currently assessed at \$28,400, see Attachment 1.

The value of the property to the city is that it would serve as a buffer on the southern edge of the airport property. The subject property is approximately 352-feet wide and adjacent to the southern legs of city-owned parcels 3-57 and 3-58. Combined with 3-57, the width of city-owned property increases to ±757-feet.

The property is currently zoned Industrial (I1). A copy of *Table A-Table of Land Uses* (Chapter V) is provided as reference, See Attachment 2.

Figure 1 – Map of Proposed land Gift (MBLU 3-52)



Attachment 1

GRANITE ST (OFF OF)**Location** GRANITE ST (OFF OF)**Mblu** 3/ 52/ / /**Acct#****Owner** DESROBERTS, MARY T**Assessment** \$28,400**Appraisal** \$28,400**PID** 483**Building Count** 1**Current Value**

Appraisal			
Valuation Year	Improvements	Land	Total
2017	\$0	\$28,400	\$28,400
Assessment			
Valuation Year	Improvements	Land	Total
2017	\$0	\$28,400	\$28,400

Owner of Record

Owner DESROBERTS, MARY T
Co-Owner
Address PO BOX 1243
 BIDDEFORD, ME 04005-1243

Sale Price \$0
Certificate
Book & Page 02323/0109
Sale Date 03/15/1978

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
DESROBERTS, MARY T	\$0		02323/0109	03/15/1978

Building Information**Building 1 : Section 1**

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent
Good:
Replacement Cost
Less Depreciation: \$0

Building Photo

Building Attributes	
Field	Description
Style	Vacant Land
Model	

Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	



(<http://images.vgsi.com/photos/BiddefordMEPhotos//default.jpg>)

Building Layout

(<http://images.vgsi.com/photos/BiddefordMEPhotos//Sketches/48>)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Use Code 4420
Description IND LD UD MDL-00
Zone I1
Neighborhood 0003
Alt Land Appr Category No

Land Line Valuation

Size (Acres) 7.1
Frontage 0
Depth 0
Assessed Value \$28,400
Appraised Value \$28,400

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal

Valuation Year	Improvements	Land	Total
2017	\$0	\$28,400	\$28,400
2016	\$0	\$17,800	\$17,800
2015	\$0	\$17,800	\$17,800

Assessment			
Valuation Year	Improvements	Land	Total
2017	\$0	\$28,400	\$28,400
2016	\$0	\$17,800	\$17,800
2015	\$0	\$17,800	\$17,800

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Attachment 2

ESTABLISHMENT OF ZONES

V Attachment 1

City of Biddeford

Table A
Table of Land Uses

[Amended 2-2-2010 by Ord. No. 2009.98; 8-3-2010 by Ord. No. 2010.70; 9-21-2010 by Ord. No. 2010.93; 6-21-2011 by Ord. No. 2011.36;
6-21-2011 by Ord. No. 2011.37; 4-3-2012 by Ord. No. 2012.24; 4-16-2013 by Ord. No. 2013.24; 3-18-2014 by Ord. No. 2014.16; 9-6-2016 by Ord. No. 2016.74; 1-17-2017 by Ord. No. 2016.87; 6-20-2017 by Ord. No. 2017.57; 1-16-2018 by Ord. No. 2018.3; 1-16-2018 by Ord. No. 2018.5; 6-5-2018 by Ord. No. 2018.44; 10-2-2018 by Ord. No. 2018.110]

KEY:

- * Subject to Article VI, Performance Standards, of this ordinance.
- P Permitted use.
- Not permitted.
- C Conditional use. See Article VII for specific standards.
- A Accessory use.

	Article VI Section*	SR-1	CR	R-1-A	R-1-B	R-2	R-3	B-1	B-2	I-1	I-2	I-3	W-1	W-2	W-3	R-F	LR-F	M	IN ²⁰	OR	MSRD-1 ^{7,8}	MSRD-2	MSRD-3
Residential uses:																							
Accessory dwelling units* 27	78	P		P	P	P	P						P		P	P				P		P	
Accessory structure*	2	P3	P3	P3	P3	P3	P3	P	P	P	P	P	P	P	P	P			P	P	P	P	P
Boarding, rooming house*	10					C	C															C	C
Bed-and-breakfast*	9		C			C							C			C				C	P	C	P
Cluster development*	18	C	C	C	C	C	C									C17						C	
Congregate housing*	19					C	C									C				C	P	C	P
Duplex/2-family	24	C				P	P								P	C				P		P	
Home occupation*	38	C	C	C	C	C	C	C						C	C	C				C	C	C	C
Manufactured housing*	See Article VI, Section 45.																						
Mobile home park*	See Article VI, Section 45.																						
Multifamily dwelling*	47					P	P	P						P1	P					C	P	P	P
Planned unit development*	73					C	C													C	C	C	C
Single-family dwelling 11	2	P	P	P	P	P	P						P		P	P				P		P	
Commercial uses:																							
Adult business	3								C17														
Amusement center*	5							C	C											C			C
Art gallery			C												C	C				C	P	C	P
Art studio			C												C	C				C	P	P	P
Auto body shops										C													
Automobile graveyard, automobile recycling business, junkyard*	7									C							C						
Automobile repair, sales									P	P		C											C
Boat building, repair, marine services, sales, boat livery, marina, yacht club								P	P			C	P	P	P						C		

BIDDEFORD CODE

	Article VI Section*	SR-1	CR	R-1-A	R-1-B	R-2	R-3	B-1	B-2	I-1	I-2	I-3	W-1	W-2	W-3	R-F	LR-F	M	IN ²⁰	OR	MSRD-1 ¹⁸	MSRD-2	MSRD-3
Building materials retail sales								P	P	P		P				C					C		P
Carwash*	14							C	C	C		A											C
Commercial gardening, commercial greenhouse*	17	C	C	C	C				P							P							
Commercial recreation*	18							C	C	C		C				C					P		P
Commercial school*	53							P	P			P									P		P
Drugstore/medical supply								P	P			P						P			P		P
Financial institution								P	P	C		P							C19		P		P
Firewood processing*	33															P	P						
Fisheries processing, storage*	34												P										
Funeral parlor								P	P	P		P											P
Gasoline service station*	36							P	P	P		C				C							
Hotel/motel*	40							P	P	P		P		P							P		P
Indoor theater								P	P	P		P									P		P
Kennel, veterinary hospital*	42								P	P		P				P							
Medical marijuana dispensaries												C23											
Medical marijuana growing facilities										C23	C23												
Neighborhood convenience store/service		C4	C4	C4	C4	P	P	P	P			P				P					P	C	
Off-street loading and parking lot and facilities, commercial parking garage	49					C	P	P	P9	P		A	P	P	P	C					P	C	P
Offices, business and professional*	52							P	P	P	P	P		P	P			P10		C	P	C	P
Planned unit developments*	73							C	C												C		C
Publishing, printing								P	P	P	P	P								C	P		P
Restaurant*	56							P	P	P		P	P	P	P	C		C			P		P
Retail store								P	P	P		P	P	P	P	C		C			P		P
Sawmill*	33															C	C						
Services								P	P	P		P	P	P	P	C		C		C	P		P
Shopping center								C	C	C		C									C		P
Telecommunications facilities	71											C				C	C						
Wholesale business									P	P	P	P											P
Industrial uses:																							
Air transportation related use											C												

ESTABLISHMENT OF ZONES

	Article VI Section*	SR-1	CR	R-1-A	R-1-B	R-2	R-3	B-1	B-2	I-1	I-2	I-3	W-1	W-2	W-3	R-F	LR-F	M	IN ²⁰	OR	MSRD-1 ¹⁸	MSRD-2	MSRD-3
Air transportation dependent use*										C	C												
Airport	4									C	C												
Bulk oil terminal*	41									C													
Contractor's storage yard										C	C					C	C						
Demolition disposal*	23																C						
Experimental research and testing laboratory	29								C	C	C	C						C	C19				C
Light manufacturing*	41								C	P	P	P											P
Light trucking dependent industry*	41								C	P	P	C											P
Manufacturing*	41									C	C	C											P
Planned unit developments*	73									C	C	C											C
Resource recovery facility																							
Recycling facilities	76									C	C												
Redemption centers									C	P							P						C
Storage of bulk gaseous fuels*	41									P	P	P											
Transportation facilities										P		C14	P		P								P
Trucking, distribution terminal*									C	P	P	C											
Warehousing and storage*	60								P	P	P	A											C
Self-storage facilities*	60							C16	C25, 26	P		C									C	C	C
Educational, institutional public uses:																							
Addiction treatment facility 22																		C					
Church, synagogue*		C	C	C	C	C	C		C							C		C			C	C	C
Civic, convention centers								C	C			C									C		C
Community centers, clubs							C	C	C			C									C	C	C
Day-care center, adult	22	C	C	C	C	C	C	C	P	P	P					C		C			C	C	C
Day-care home, adult	22	C	C	C	C	C	C		C					C	C	C	C	C			C	C	C
Day-care home, children's	22	C	C	C	C	C	C		C							C	C	C				C	C
Day-care center, children's	22	C	C	C	C	C	C	C	C	C	C	C				C		C			C	C	C
Essential services	27	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C
Fire, police station						C	C	P	P			P				C				C19		P	C
Group homes, hospice	19	C	C	C	C	P	P	P	P							C					C	C	P
Hospital*	39																	P					P
Municipal use	47.1	C	C	C	C	C	C	P	P	P	P	P	P	P	P	C	C	P		C	P	C	P
Museum, library			C					P	P			C				C		P	C19		P	C	P
Nursing home*	39	C				P	P									C		C			C	C	C
Public and private schools*	53			C	C	P	P		C							P		C			C	C	C
Public facility		C	C	C	C	C	C	P	P	C	C	P	C	C		C	C	C	C	C	P	C	P

BIDDEFORD CODE

	Article VI Section*	SR-1	CR	R-1-A	R-1-B	R-2	R-3	B-1	B-2	I-1	I-2	I-3	W-1	W-2	W-3	R-F	LR-F	M	IN ²⁰	OR	MSRD-1 ^{1,3}	MSRD-2	MSRD-3
Rehabilitation facility																		P					C
University/college*		C	C									C				C		C	P		C		P
University uses*		C										C				C		C	P		C		P
Water supply system	27	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Outdoor, resource-based uses:																							
Agriculture*	3, 31															P							
Agricultural products processing and storage*	3, 31									P						P							
Animal breeding or care	42															P							
Campground*	13															C							
Cemetery	14.1	C	C	C	C	C	C									P	C		C19				
Extractive industry*	30								P2	P2						P2	P2						
Farm stands* 13	31															P							
Timber harvesting	64		C													P	P		C19				
Golf course excluding miniature golf		P	P	P	P											P							
Parks and recreation*		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P19		P	P	P

NOTES:

^a This column has been provided to serve as an aid in finding specific performance standards, but does not address all standards that may apply. Please consult Article VI for subsequent standards that may apply to a particular project.

All uses cited above are subject to specific lot and setback, height, and performance requirements, as well as specific notes below:

- Multifamily use shall not exceed 10 units per structure.
- Requires Planning Board approval.
- Accessory structures shall be limited to:
 - Private detached garages for the storage of no more than three automobiles.
 - Private greenhouses less than 200 square feet in floor area.
 - Private swimming pools.
 - Storage sheds, provided that they are uninhabitable and less than 200 square feet in area.
 - Decks, porches, patios, gazebos, summerhouses, and other structures intended for outdoor use, provided they are uninhabitable.
- No closer than 1,000 feet to another similar facility.
- (Reserved)
- (Reserved)
- Drive-through establishments (except as provided in Note 8) and street level residential uses are prohibited in the MSRD-1 Commercial Core District in the following areas:
 - Along both sides of Main Street between the intersection of Elm Street (Route 1) and Main Street through to the Saco City Line north of Water Street;
 - On both sides of Adams Street from Main Street to Jefferson Street;
 - On the north side of Jefferson Street from Main Street to Alfred Street;
 - On both sides of Washington Street from Main Street to Jefferson Street;
 - On both sides of Federal Street between Washington Street and Franklin Street;
 - On both sides of Franklin Street;
- Financial institutions are permitted drive-throughs limited to two lanes, are a conditional review by the Planning Board, and must adhere to the following standards:
 - Located on the side or rear of the building and never between the building and the Main Street.
 - Access drive located to minimize impact on pedestrians:
 - Not between building and the street;

ESTABLISHMENT OF ZONES

- Entrance from a side street where possible;
 - Sidewalk material carried across any driveways.
- (c) Adequate queuing land preferably separate from the parking lot.
- (d) Architectural treatment compatible with main building.
- (e) Controlled lighting that does not glare onto neighboring property.
9. Review by the Board of Appeals required for all truck loading facilities for new buildings and for changes in tenancy.
10. Limited to offices for medical professionals and associated fields.
11. Unless otherwise stated or allowed within the provisions of this ordinance, no more than one dwelling unit shall be allowed per lot.
12. (Reserved)
13. Shall be considered as a home occupation; only products grown on the premises may be sold, unless the stand is recognized as a commercial operation.
14. Transportation facilities here shall be limited to facilities associated with firms or businesses serving passenger transport, such as bus terminals, taxi stations, passenger rail stations, etc.
15. (Reserved)
16. Shall be limited to internal storage in existing buildings that require no external structural changes. No loading bays shall be constructed. Off-street parking shall be available with no fewer than one space per 20 storage units. A copy of the contract that will be offered to prospective tenants shall be submitted for review.
17. Adult businesses are restricted to that portion of the B-2 District between Dartmouth Street and Landry Street. No adult business shall be located on any lot or parcel of land with road frontage on Elm Street.
18. All subdivisions in the Rural Farm Zoning District shall be clustered, and developed in accordance with Article VI, Section 16, Cluster Developments, of this ordinance.
19. This use does not include facilities, activities, or programs conducted by or hosted by a college or university that meet the definition of "university uses." Such uses shall be considered as university uses and shall be permitted in the institutional zone subject to the requirements of the zone and the additional performance standards for colleges/universities.
20. Within that portion of the Institutional (IN) Zone subject to a Shoreland Zoning District, existing buildings, structures, and roads may be maintained, modified, or replaced but no new buildings shall be built or located and no existing buildings shall be enlarged (including the replacement of existing buildings) except as follows: The existing buildings and roads may be modified to the extent necessary to meet the requirements of applicable local, state, or federal codes or regulations, the existing sewage treatment plant may be expanded or replaced, and the existing Marine Science Center may be expanded through the construction of one additional building, provided that such changes meet all shoreland requirements and the performance standards of Article XIV.
21. See Article V, Section 7, Main Street Revitalization Districts for land uses.
22. All addition treatment facilities shall meet all applicable federal, state, and local laws and regulations. No occupancy permits shall be issued until evidence of state certification has been presented to the Code Enforcement Office.
23. All medical marijuana dispensaries and growing facilities shall be governed by and subject to the Maine Department of Health and Human Services, Division of Licensing and Regulatory Services, 10-144 CMR Chapter 122 (as amended).
24. (Reserved)
25. Internal storage fully enclosed within buildings only. Loading bays shall be located on the side or rear of buildings and shall be screened from view from public streets and any abutting residential uses.
26. Self- storage facilities in the B-2 Zone shall not be permitted northeast of the Route 1/Dartmouth Street intersection.
27. Accessory dwelling units may also be permitted in nonresidential zones where there exists a nonconforming (as to use) single-family dwelling on a lot that was in existence as of January 1, 2017. See Article VI, Section 78.