

City of Biddeford
Finance Committee
February 18, 2020 5:00 PM Council Chambers

- 1. Call to order**
- 2. Approval of the Minutes**
 - 2.1. February 4, 2020 Finance Committee Minutes
[2-04-2020 Finance Committee Minutes.rtf](#)
- 3. Signing of the expenditure warrant**
- 4. Discussion/Approval**
 - 4.1. Authorize the 3 Lincoln Design Plan/Richard & Associates Landscape Architects
[02-18-2020 Green Space Park Design - Richardson Assoc Approval - BRIEF.docx](#)
[02-18-2020_Lincoln_Park_Green_Space-ORDER.doc](#)
 - 4.2. Approve the Wastewater User Fees
[02-18-2020 Wastewater User Fees - BRIEF.docx](#)
[02-18-2020 Sewer Rate FY2021 - Finance Committee.pdf](#)
[02-18-2020 Maine Water Quote to Update MultiUnits.pdf](#)
- 5. Other Business**
- 6. Adjournment**

City of Biddeford
Finance Committee Meeting Minutes
February 4, 2020

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

Present: Chair, Council President, John McCurry, Mayor Alan Casavant, Councilor Stephen St. Cyr, Councilor Mike Ready, Chief Operating Officer, Brian Phinney, Finance Director, Cheryl Fournier, and City Clerk, Carmen Morris.

Excused: City Manager, James Bennett.

Adjustment to the Agenda

No adjustments to the agenda.

Approval of Minutes of January 21, 2020.

Motion by Councilor Ready to approve the minutes of January 21, 2020 as printed, seconded by Councilor St. Cyr.

Vote: unanimous.

Motion carried 4-0.

The expenditure warrant was available for review and signature.

Discussion/Approval

Authorization/Purchase of Ford Hook-Lift for Public Works

Motion by Councilor Ready to recommend the purchase of Ford Hook-Lift for Public Works from Arundel Ford, seconded by Councilor St. Cyr.

Discussion: Finance Director, Cheryl Fournier explained the lease of the vehicle.

Assistant Public Works Director, Carl Marcotte explained the low bid did not meet the specifications. Staff is recommending going with Arundel Ford of Arundel, Maine. It does multiple functions and they are able to buy the truck at a lower price than budgeted.

Vote: unanimous.

Motion carried 4-0.

Authorization of Financing of the Ice Arena Debt

Motion by Councilor Ready to authorize the financing of the Ice Arena debt, seconded by Councilor St. Cyr.

Discussion: Councilor Ready asked if the City noticed the decrease in CMP bills.

Finance Director, Cheryl Fournier, explained they did see savings in the utility costs. The Committee would like to see a comparison of bills since they changed the system.

Mayor Casavant noted this is good but there will be other expenses coming up like the purchase of bleachers.

The Committee discussed the balloon payment and how it could be paid up earlier.

Motion by Councilor St. Cyr to amend the recommendation by restructuring the loan to eliminate the balloon payment that has been built into the loan, seconded by Councilor Ready.

Vote: 3-1; Mayor Casavant opposed.

Motion carried 3-1.

Finance Committee Work Plan for 2020

Finance Director, Cheryl Fournier and the Finance Committee discussed the Work Plan noting policy and procedures (sole sourcing, transportation, etc.).

Motion by Councilor Ready to approve the Finance Committee Work Plan for 2020, seconded by Councilor St. Cyr.

Vote: unanimous.

Motion carried 4-0.

Other Business

Audit Questions

Councilor McCurry asked about the Police Department being over budget. Cheryl explained some of that is salaries were in different areas. It will not be the same next year. Councilor St. Cyr noted it is probably accurate but incomplete and things could be done in certain categories. Cheryl explained they did not do budget amendments which they probably should have. Councilor McCurry noted a \$980,000.00 note to Mills at Saco Falls, and Cheryl explained she is researching it, but it is very confusing.

Councilor Ready asked about information about Wastewater that Cheryl was bringing to the Committee. Cheryl noted she did not get the answer from the water company, she will bring it to the next meeting.

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

Vote: unanimous.

Motion carried 4-0.

Adjourned at 5:26 p.m.

Finance Committee

Meeting Date: February 18, 2020

Meeting Time: 6:00

Agenda Item No: 4.1

Item Description: 3 Lincoln Park Green Space-Richardson Contract Approval

Submitted by: Mathew Eddy, Director of Planning and Development

Supporting Information/Documentation:

Council Order 2019.11

Proposed contract with Richardson: See attachment at the end of the Brief.

Key Terms:

3 Lincoln Park: this is an area set aside, as part of the MERC development site, to be used as a community park area, with links to the Riverwalk. It lies roughly between the “stack” and the Saco River, alongside the railroad tracks.

Riverwalk: Beginning at Mechanics Park, this next phase, between Laconia Plaza and the 3 Lincoln Park, is presently in the permitting stage and will be financed out of the Treadwell financing agreement associated with the Parking Garage.

Executive Summary:

The Council is asked to enter into a contract with Richardson & Associates to conduct a design project for the development of what is being called, for now, 3 Lincoln Park (Green Space). The contract specifies the work program, a budget based on that work program, and a schedule. The completed plan will be ready in May.

This recommendation comes to you from the Downtown Development Commission, who helped design the RFQ, reviewed all submissions, and conducted the interviews. The budget, previously approved by City Council, is for \$15,000.

Detailed Review:

The City Council charged the Downtown Development Commission (DDC) with seeking a Request for Qualifications (RFQ) to design a concept plan for 3 Lincoln Park (the section of the MERC site adjacent to Saco River). Staff worked with the DDC to create that RFQ, and then advertised from December into January. The City received five proposals. A DDC interview team agreed to interview two of those companies: Richardson & Associates (Saco Based) and the Beta Group (Lincoln, Rhode Island). The interview team presented their findings to the DDC at their meeting of February 3. The DDC voted unanimously to recommend entering into a contract with Richardson & Associates.

The attached contract spells out the work program and products, as well as the schedule. Of note, is the use of a very public process that will include a Public Charrette and Workshop encouraging the community's participation in the design of the park.

DDC and Richardson & Associates agree: this park represents a critical link between the Saco River, the Riverwalk, the Downtown and Mill District, and their connection back into our neighborhoods. In that sense, it is the hub to a much larger connectivity effort.

Funding Source:

Route 111 Mill Redevelopment TIF

Staff Recommendation:

In conjunction with the DDC, we recommend approval. Because this was an RFQ, low bid assessment is not applicable.

LETTER OF AGREEMENT BETWEEN
OWNER AND LANDSCAPE ARCHITECT

THIS AGREEMENT, entered into this 29th Day of June, 2018

BETWEEN the Landscape Architect's Client identified as the Owner:

The City of Biddeford
James Bennett, City Manager
Matthew Eddy, Director of Planning and Development
City of Biddeford
P.O. Box 586
205 Main Street, Suite 107
Biddeford, Maine 04005
Mathew.Eddy@Biddefordmaine.org

(207) 284-9115

and the Landscape Architect:

Richardson & Associates, Landscape Architects and its sub-consultants (hereinafter called 'the Landscape Architect')

11 Middle Street
Saco, Maine 04072
Phone: 207-286-9291
Fax: 207-286-9650

For the following Project:

Planning and Design of The 3 Lincoln Street Park

The Owner and Landscape Architect agree as follows:

I. LANDSCAPE ARCHITECT'S RESPONSIBILITIES

1.1 The Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession. The Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care.

1.2. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The Landscape Architect shall not be responsible for delays occasioned in whole or part by acts of negligence or omission of Owner or Owner's employees, Owner's other contractors or agents, acts of God, or delays caused by changes ordered by the Owner. The projected schedule is enumerated in the attached Appendix B.

1.3 The services performed by the Landscape Architect, Landscape Architect's employees and Landscape Architect' consultants shall be as enumerated in the attached scope of services (Appendix A).

2.LANDSCAPE ARCHITECT'S SCOPE OF SERVICES

2.1 The Landscape Architect's Scope of Work to be undertaken are set forth in the Proposal submission Dated January 10, 2020 and the Scope of Services dated January 10, 2020 (Appendix A)

3.OWNER'S RESPONSIBILITIES

3.1 The Owner agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.

3.2 The Owner shall provide full information that shall set forth the owner's objectives, constraints and criteria.

3.3 The Owner shall furnish the services of consultants when such services are requested by the Landscape Architect and are reasonably required by the scope of the project. The Landscape Architect shall not be responsible for the errors or omissions that occur on the project if such information is not properly supplied.

3.4 All services, information, surveys and reports required shall be furnished at the Owner's expense, and the Landscape Architect shall be entitled to rely upon the accuracy and completeness thereof.

3.5 The Owner agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Owner shall be solely responsible for all subsurface soil, water or air conditions.

3.6 The Owner will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

3.7 The Owner agrees to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

4.COMPENSATION AND PAYMENTS

4.1 The Owner agrees to pay the Landscape Architect for professional services according to the attached Scope of Services dated January 10, 2020 with the total cost of professional services for the services described in Appendix A are not to exceed \$15,000.00 without prior approval of the Owner. See attached Scope of Services labeled

Appendix A. Reimbursable expenses are estimated and included in the above not to exceed number.

4.2 Landscape Architect shall bill Owner for Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice.

4.3. I Additional Services: If during the progress of this project it is desirable or necessary for the Landscape Architect to perform additional services other than those defined in the Scope of Services, the payment for such additional work shall be calculated at the hourly rates as listed in the included Rate Sheet (Appendix C). Prior consent for such work would be required.

5. ABANDONMENT

5.1 If the Owner finds it necessary to abandon the project, the Landscape Architect shall be compensated for all work completed to date. Scheduled items not completed, but upon which work has been performed, shall be paid for upon basis of estimated extent of completion.

6. TERMINATION/SUSPENSION

6.1 If terminated, Owner agrees to pay Landscape Architect for Services rendered and Reimbursable Expenses incurred up to the date of termination.

6.2 Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Owner fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Owner's nonpayment.

7. DISPUTE RESOLUTION

7.1 Owner and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

8. USE AND OWNERSHIP OF LANDSCAPE ARCHITECT'S DOCUMENTS

8.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Landscape Architect and their consultants are Instruments of Service for use solely with respect to this Project. The Landscape Architect and their Consultants shall be deemed the authors and owners of their respective instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

8.2 Upon the parties signing this Agreement, Landscape Architect grants Owner a nonexclusive license to use Landscape Architect's documents. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's permission. Landscape Architect retains all rights, including copyrights, in its documents. Owner or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

9.MISCELLANEOUS PROVISIONS

9.1 The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Landscape Architect in writing of the specific information considered by the Owner to be confidential or proprietary.

9.2 The Owner shall provide professional credit for the Landscape Architect in the Owner's promotional materials for the Project.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written:

Owner:

Landscape Architect:

Todd A. Richardson, Principal

(Name, Title)

APPENDIX A
SCOPE OF SERVICES
FROM PROPOSAL 1/10/20

3 Lincoln Street Park

Biddeford, Maine

Landscape Architectural Services Proposal

January 10, 2019



Richardson & Associates, Landscape Architects

I. Pre-Design

\$1,110.00

Review all Documents/Materials: VRAP Report, Abutters Plans, Survey, Previous Visioning Documents
Develop Digital Files/Project Organization

Review Surve/Regulatory Information

Site Visit: Observe and Record Quantitative and Qualitative Attributes:

Views

Vegetation

Topography

Drainage

Etc.

Field Measurements (where applicable)

Photographic Documentation

Develop Site/Landscape Design Goals, Objectives and Guiding Principles

Communication and Coordination with Downtown Development Commission and City

Meetings:

*(1) - 2 Hour Kick-off meeting With DDC : Review Project, Scope and Schedule
Preparation , Meeting, Travel, and Follow-up Meeting Notes*

II. Public Charette and Workshop

\$2,775.00

Preparation for Open House Workshop: Agenda and Supporting Graphic Materials
Communication and Coordination with Downtown Development Commission and City

Meetings:

(1) Hour Go-To Meeting with DDC: Review Agenda and Public Workshop Materials

Public Workshop:

(1) 2 Hour Mtg: Committee / DDC Workshop & Information Gathering Session

Possible Site Walk to Conduct Site Analysis

Discussion of Priorities to Guide Design Effort

Workshop Group Exercises

III. Schematic Design

\$6,425.00

Develop Approaches for Site Organization/Master Plan Vision
Possibly Including (but not limited to):

Integration of Surrounding Buildings/Structures

Pathways/Trails/ RiverWalk Connection

Planting/Vegetation Strategy Development
Gathering Spaces

Landscaped Areas/Gardens
Recreation Amenities/Facilities
Circulation/Parking

Develop Plans, Sections, Precedent Images as Needed
Develop Preliminary Estimate of Cost for Budgeting Purposes

Communication and Coordination with Downtown Development Commission and City

Meeting:

(1) 3 Hour Meeting DDC - Concept Design: Review Alternatives

Prep, Travel, Follow-up

3 Lincoln Street Park

Biddeford, Maine

Landscape Architectural Services Proposal

January 10, 2019



Richardson & Associates, Landscape Architects

IV. Final Schematic Design

\$4,320.00

Develop Integrated Approach for Site Organization/Master Plan Vision
Develop Preferred Approach (es) for Focus Areas: TBD

Key Functional Details (circulation heirarchy, drainage strategy, etc)
Materials Palette/Detailing (general character, finishes, typologies, etc)
Planting Palette (general character, etc)

Final Design Refinement

Refine Cost Estimate Based on Final Design

Communication and Coordination with Downtown Development Commission and City

Meetings:

(1) 1.5 Hour Meeting DDC - Concept Design: Review Final Design in Preparation for City Council Meeting

Prep, Travel, Follow-up

(1) 2 Hour Meeting - Presentation to Biddeford City Council

Prep, Travel, Follow-up

TOTAL SERVICES

\$14,630.00

Direct Expenses

370.00

Direct Expenses are in addition to the Scope of Services and are billed at cost plus 10%

Travel Expenses:

Mileage (at IRS reimbursement rate)
Meals and Accommodation (if required)

Other Direct Expenses may include (but are not limited to):

Telephone/Fax/Data
Reprographics/Scans/Copying/Plots/Prints
Postage/Shipping

Photography/Processing
Mounting

* Meetings although likely in person may be conducted electronically using Skype/Go-To

PROJECT TOTAL

\$15,000.00

APPENDIX B
REVISED SCOPE OF SERVICES
WITH SCHEDULE

3 Lincoln Street Park

Biddeford, Maine

Schedule

January 10, 2019



Richardson & Associates, Landscape Architects

SCHEDULE

2/3/20

I. Recommendation to City Council

II. Approval by City Council

I. Pre-Design

Review all Documents/Materials: VRAP Report, Abutters Plans, Survey, Previous Visioning Documents
Develop Digital Files/Project Organization

Review Survey/Regulatory Information

Site Visit: Observe and Record Quantitative and Qualitative Attributes:
Views

Vegetation
Topography
Drainage
Etc.

Field Measurements (where applicable)
Photographic Documentation

Develop Site/Landscape Design Goals, Objectives and Guiding Principles
Communication and Coordination with Downtown Development Commission and City

Meetings:

(1) - 2 Hour Kick-off meeting With DDC: *Review Project, Scope and Schedule*

Preparation, Meeting, Travel, and Follow-up Meeting Notes

II. Public Charette and Workshop

Preparation for Open House Workshop: Agenda and Supporting Graphic Materials
Communication and Coordination with Downtown Development Commission and City

Meetings:

(1) Hour *Go-To Meeting* with DDC: *Review Agenda and Public Workshop Materials*

Public Workshop:

(1) 2 Hour Mtg: *Public Charette Meeting; Workshop & Information Gathering Session*

Possible Site Walk to Conduct Site Analysis
Discussion of Priorities to Guide Design Effort
Workshop Group Exercises

III. Schematic Design

Develop Approaches for Site Organization/Master Plan Vision
Possibly Including (but not limited to):

Integration of Surrounding Buildings/Structures
Pathways/Trails/ RiverWalk Connection
Planting/Vegetation Strategy Development
Gathering Spaces

4/27/20

Landscaped Areas/Gardens
Recreation Amenities/Facilities
Circulation/Parking

Develop Plans, Sections, Precedent Images as Needed
Develop Preliminary Estimate of Cost for Budgeting Purposes

Communication and Coordination with Downtown Development Commission and City

Meeting:

(1) 3 Hour Meeting DDC - Concept Design: *Review Alternatives*

Prep, Travel, Follow-up

IV. Final Schematic Design

Develop Integrated Approach for Site Organization/Master Plan Vision
Develop Preferred Approach (es) for Focus Areas: TBD

Key Functional Details (circulation heirarchy, drainage strategy, etc)
Materials Palette/Detailing (general character, finishes, typologies, etc)
Planting Palette (general character, etc)

Final Design Refinement

Refine Cost Estimate Based on Final Design

Communication and Coordination with Downtown Development Commission and City

Meetings:

(1) 1.5 Hour Meeting DDC - Concept Design: *Review Final Design in Preparation for City Council Meeting*

Prep, Travel, Follow-up

(1) 2 Hour City Council Meeting: *Presentation to Biddeford City Council*

Prep, Travel, Follow-up

APPENDIX C
RATE SHEET



Richardson & Associates, Landscape Architects

11 Middle Street • Saco, Maine 04072
phone 207.286.9291 • fax 207.286.9650
www.richardsonassociates.com

RATE SCHEDULE

PERSONNEL	Principal	\$140/hour
	Project Manager	\$110/hour
	Senior Project Assistant	\$ 90/hour
	Junior Project Assistant	\$ 80/hour
	Administrative Assistant	\$ 55/hour
REIMBURSABLES	Travel expenses:	at cost + 10%
	mileage @ current IRS reimbursement rate	
	tolls , meals , accommodations	
	flights, rental cars	
	Travel time:	at hourly rates above
	Communications:	\$15.50/ billable month
	telephone/conference calling	
	go-to meetings	
	Large format scanning:	at cost + 10%
	Large format printing:	at cost + 10%
	B+W laser prints/copies:	at cost + 10%
	Color laser prints/copies:	at cost + 10%



Mounting

at cost + 10%

Postage/ Fedex Shipping:

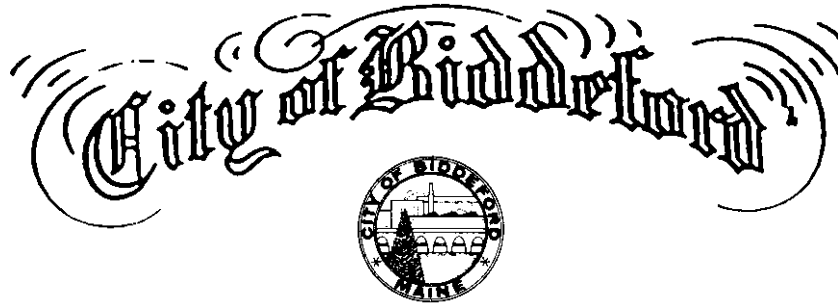
at cost + 10%

Field Materials:

\$10.00/ field visit

Rates are subject to annual evaluation by Firm and confirmation by Client to determine any necessary revised costs based on changed market values and assumptions.

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2020.11

IN BOARD OF CITY COUNCIL..FEBRUARY 18, 2020

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to enter into a contract with Richardson & Associates to complete a design concept for the 3 Lincoln Park Green Space at an amount not to exceed \$15,000.00.

Funding for this project shall be from account 31179-61010.



Finance Committee

Meeting Date: February 18, 2020

Meeting Time: 5:00 pm

Agenda Item No: 4.2

Item Description: Wastewater User Fees

Submitted by: Cheryl Fournier, Finance Director

Supporting Information/Documentation:

Quote from Maine Water to add the new category

New Rate Sheet

Key Terms:

N/A

Executive Summary:

The proposed new user rates for fiscal year 2021. We need to approve the new user rates prior to the budget vote, as there are some additional leg work that needs to be completed prior to going live.

Detailed Review:

The proposed new tax rate included a creation of a new category within Munis to create the billing. Maine Water gave us a quote of \$675 if we do it through electronic upload. We will want to create the new category early so we can test billing prior to changing the rates. A July 1 effective date of the rates and working with Maine Water to create the new category will allow for communication of the new rates for next fiscal year, and allow Finance time to work with Maine Water to get the new categories created.

Funding Source:

Wastewater User Fees

Staff Recommendation:

Create the new user rates with an effective date of July 1, 2020.

Fiscal Year 2021 Proposed Sewer Rates

Assumptions

Data Increase

Residential	2.3%
Residential/MultiUnit	10.0%
Commercial	2.8%
Commercial/MultiUnit	2.8%
Total	0.0%

\$ 44,609.87	Difference from 0% increase	
\$ 61,777.04	Difference from 0% increase	\$ 106,386.91
\$ 47,098.15	Difference from 0% increase	
\$ 518.60	Difference from 0% increase	\$ 47,616.75
\$ 154,003.67	Difference from 0% increase	

Current Rates and Proposed New Rates

Code	Svc	Type	Frequency	MinVolume (100 CF)	MAXVolume (100 CF)	Current Rate	Current Min Charge	Proposed Budgeted Rate	Proposed Budgeted Min Charge	Increase	Increase per 100
30ResidentialMon1	30	Residential	Mon	-	392		\$ 18.02		\$ 18.43	\$ 0.41	\$ 0.10
30ResidentialMon2	30	Residential	Mon	393	1,666	\$ 6.25		\$ 6.39		\$ 0.14	
30ResidentialMon3	30	Residential	Mon	1,667	1,000,000,000	\$ 6.56		\$ 6.71		\$ 0.15	
30MultiUnitMon1	30	Residential	Mon	-	392		\$ 18.02		\$ 19.82	\$ 1.80	\$ 0.45
30MultiUnitMon2	30	Residential	Mon	393	1,666	\$ 6.25		\$ 6.88		\$ 0.63	
30MultiUnitMon3	30	Residential	Mon	1,667	1,000,000,000	\$ 6.56		\$ 7.22		\$ 0.66	
40ResidentialQtr1	40	Residential	Qtr	-	1,175		\$ 54.18		\$ 55.43	\$ 1.25	\$ 0.10
40ResidentialQtr2	40	Residential	Qtr	1,176	5,000	\$ 6.25		\$ 6.39		\$ 0.14	
40ResidentialQtr3	40	Residential	Qtr	5,001	1,000,000,000	\$ 6.56		\$ 6.71		\$ 0.15	
40MultiUnitQtr1	40	Residential	Qtr	-	1,175		\$ 54.18		\$ 59.60	\$ 5.42	\$ 0.45
40MultiUnitQtr2	40	Residential	Qtr	1,176	5,000	\$ 6.25		\$ 6.88		\$ 0.63	
40MultiUnitQtr3	40	Residential	Qtr	5,001	1,000,000,000	\$ 6.56		\$ 7.22		\$ 0.66	
50CommercialMon1	50	Commercial	Mon	-	425		\$ 29.88		\$ 30.72	\$ 0.84	\$ 0.21
50CommercialMon2	50	Commercial	Mon	426	1,667	\$ 7.03		\$ 7.23		\$ 0.20	
50CommercialMon3	50	Commercial	Mon	1,668	4,167	\$ 7.77		\$ 7.99		\$ 0.22	
50CommercialMon4	50	Commercial	Mon	4,168	1,000,000,000	\$ 8.40		\$ 8.64		\$ 0.24	
50MultiUnitMon1	50	Commercial	Mon	-	425		\$ 29.88		\$ 30.72	\$ 0.84	\$ 0.21
50MultiUnitMon2	50	Commercial	Mon	426	1,667	\$ 7.03		\$ 7.23		\$ 0.20	
50MultiUnitMon3	50	Commercial	Mon	1,668	4,167	\$ 7.77		\$ 7.99		\$ 0.22	
50MultiUnitMon4	50	Commercial	Mon	4,168	1,000,000,000	\$ 8.40		\$ 8.64		\$ 0.24	
60CommercialQtr1	60	Commercial	Qtr	-	1,275		\$ 89.65		\$ 92.16	\$ 2.51	\$ 0.21
60CommercialQtr2	60	Commercial	Qtr	1,276	5,000	\$ 7.03		\$ 7.23		\$ 0.20	
60CommercialQtr3	60	Commercial	Qtr	5,001	12,500	\$ 7.77		\$ 7.99		\$ 0.22	
60CommercialQtr4	60	Commercial	Qtr	12,501	1,000,000,000	\$ 8.40		\$ 8.64		\$ 0.24	
60MultiUnitQtr1	60	Commercial	Qtr	-	1,275		\$ 89.65		\$ 92.16	\$ 2.51	\$ 0.21
60MultiUnitQtr2	60	Commercial	Qtr	1,276	5,000	\$ 7.03		\$ 7.23		\$ 0.20	
60MultiUnitQtr3	60	Commercial	Qtr	5,001	12,500	\$ 7.77		\$ 7.99		\$ 0.22	
60MultiUnitQtr4	60	Commercial	Qtr	12,501	1,000,000,000	\$ 8.40		\$ 8.64		\$ 0.24	

Usage and Revenue Estimate

		FY2021 Estimate	FY2020 Budget	FY2019	FY2018	FY2017	FY2016	FY2017
30	Estimated Revenue	\$ 377,005.17	\$ 571,829.55	\$ 345,053.55	\$ 335,162.26	\$ 317,050.60	\$ 298,130.24	\$ 296,392.29
	Estimated Units	56,455.53	87,575.00	56,174.66	54,837.82	53,741.96	50,483.31	49,927.69
	Average Cost per unit	6.68	6.53	6.14	6.11	5.90	5.91	5.94
30 - MultiUnits	Estimated Revenue	\$ 217,750.39	\$ 185,547.82	\$ 193,369.98	\$ 192,217.83	\$ 202,196.47	\$ 193,515.25	\$ 193,515.25
	Estimated Units	30,474.95	30,323.33	31,749.00	32,659.00	34,376.00	33,063.57	33,063.57
	Average Cost per unit	7.15	6.12	6.09	5.89	5.88	5.85	5.85
40	Estimated Revenue	\$ 1,303,600.69	\$ 1,865,895.86	\$ 1,208,132.01	\$ 1,194,234.44	\$ 1,249,837.38	\$ 1,211,254.42	\$ 1,232,431.41
	Estimated Units	196,998.46	259,003.48	196,018.37	194,327.59	194,083.21	188,842.61	197,968.50
	Average Cost per unit	6.62	7.20	6.16	6.15	6.44	6.41	6.23
40 - MultiUnits	Estimated Revenue	\$ 540,662.03	\$ 458,918.26	\$ 458,960.87	\$ 455,180.89	\$ 457,377.67	\$ 461,952.24	\$ 461,952.24
	Estimated Units	76,528.85	76,148.11	78,501.47	77,094.83	78,758.32	79,942.82	79,942.82
	Average Cost per unit	7.06	6.03	5.85	5.90	5.81	5.78	5.78
50	Estimated Revenue	\$ 1,117,800.84	\$ 1,073,979.01	\$ 976,920.02	\$ 921,204.73	\$ 876,562.17	\$ 928,065.39	\$ 776,412.58
	Estimated Units	130,297.51	128,580.00	129,649.26	120,558.57	121,226.55	127,099.12	104,470.48
	Average Cost per unit	8.58	8.35	7.54	7.64	7.23	7.30	7.43
50 - MultiUnits	Estimated Revenue	\$ 13,084.39	\$ 10,621.90	\$ 8,439.18	\$ 9,229.75	\$ 7,316.62	\$ 7,735.30	\$ 7,735.30
	Estimated Units	1,530.62	1,523.00	2,487.00	1,415.00	1,095.00	1,170.00	1,170.00
	Average Cost per unit	8.55	6.97	3.39	6.52	6.68	6.61	6.61
60	Estimated Revenue	\$ 358,296.69	\$ 246,382.95	\$ 312,399.34	\$ 218,068.49	\$ 219,669.24	\$ 208,118.16	\$ 215,333.13
	Estimated Units	41,281.61	27,101.50	41,076.23	28,174.59	28,401.27	28,322.64	29,443.80
	Average Cost per unit	8.68	9.09	7.61	7.74	7.73	7.35	7.31
60 - MultiUnits	Estimated Revenue	\$ 3,095.70	\$ 2,672.25	\$ 3,066.21	\$ 1,337.73	\$ 564.59	\$ 637.26	\$ 637.26
	Estimated Units	392.96	391.00	471.00	212.00	101.00	114.00	114.00
	Average Cost per unit	7.88	6.83	6.51	6.31	5.59	5.59	5.59
Estimated Revenue		\$ 3,931,295.91	\$ 3,758,087.37	\$ 3,500,265.15	\$ 3,332,506.16	\$ 3,321,085.59	\$ 3,313,023.56	\$ 3,184,409.46
Estimated Units		533,960.48	502,259.98	531,303.96	511,107.04	508,833.82	509,078.00	496,100.86
Average Cost per unit		7.36	7.48	6.59	6.52	6.53	6.51	6.42

Total Increase	\$ 173,208.54
Increase from Rate	\$ 154,003.67
Increase from Usage	\$ 19,204.87



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PURCHASE AGREEMENT

for

The Maine Water Company**Northern Data Systems**

362 U.S. Route 1, P.O. Box 66738

Falmouth, Maine 04105

(207) 781-3236

CUSTOMER The Maine Water Company
 93 Industrial Park Road
 Saco, ME 04072

Contact Name Pamela Blackman**Contact Phone** 207-294-6902**Date** 1/30/2020**Sales Representative** Dan Dickinson**NDS SO#****Import / Update Biddeford Sewer Charge Codes**

SUBJECT TO THE TERMS AND CONDITIONS, ON THE FACE AND REVERSE OF THIS AGREEMENT, NORTHERN DATA SYSTEMS, INC. (NDS) AGREES TO
 SELL AND CUSTOMER AGREES TO PURCHASE THE EQUIPMENT, SOFTWARE LICENSES, AND OTHER ITEMS AND SERVICES HEREIN SPECIFIED.

SERVICES

Model #	Quantity	Description	Sell Price	Sell Extend	MA Price	MA Extend	IDS
EDI-CUSTOM	1	Custom Software Development to Import / Update Biddeford Sewer Charge Codes with NEW/Additional codes. Required info from Maine Water (Property ID / Customer Acct # and new codes). Estimated Time: 3 hours	\$675.00	\$675.00			

TOTAL SERVICES

Total Items

\$675.00

Total MA \$

\$0.00

Total IDS

\$0.00**PURCHASE AGREEMENT TOTALS**

Total Application Software

\$0.00

Total Hardware

\$0.00Sales Representative **Dan Dickinson**

Total Operating & System Software

\$0.00

Total Services

\$675.00

Total Application Software ALSF

\$0.00

Total Products & Services

\$675.00

Total Hardware and OS Maintenance

\$0.00

Total Installation, Delivery & Setup (IDS)

\$0.00Total Investment **\$675.00**PLUS Total Maintenance **\$0.00**

PLUS Sales Taxes of

PLUS Shipping & Handling

The quoted prices expire 90 days from the above date of creation.

Northern Data Systems, Inc.**CUSTOMER The Maine Water Company**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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COMMITMENTS

No special commitments other than delivery and installation of the products and performance of the services identified in the body of the agreement above.

PLEASE NOTE: The above Commitment Section denotes any and all additional understandings and commitments between the parties not specifically noted elsewhere in this agreement. If Customer believes there is an understanding or commitment, IT MUST BE NOTED IN WRITING HERE OR ELSEWHERE IN THIS AGREEMENT. By signature below, Customer acknowledges that there are no understandings or commitments other than those specifically noted herein.

****IMPORTANT INFORMATION****

1. **Equipment Policy:** Pricing is based on all hardware, software and support services being purchased from Northern Data Systems (bundled). NDS reserves the right to re-quote any component.
2. **Annual Application & Operating Software License & Maintenance includes:**
 - a. Hotline telephone support.
 - b. Application software upgrades. Labor to install and training is chargeable.
 - c. Operating system software upgrades as deemed beneficial to user by NDS.
 - d. NDS archiving complete copies of your source and object programs.
 - e. Diagnostic Remote Support.
3. **Training:** NDS offers classroom and on-site training. We require that key personnel attend training at NDS. We will hold onsite training for all personnel. This will provide a good basis of understanding of the basic capabilities of the system. The cost for all training is included in the quote. Customers will be billed expenses over and above the daily rate for on-site training. Additional days are available at NDS current published rates. Training Days quoted are estimates based on typical customer experiences and may vary depending on individual attendee ability to learn.
4. **On-site Training:** NDS recommends training at our NDS training facility so that your staff can be free of interruptions and be able to concentrate on the training. However, if this is not possible for you, we will train on-site provided you can source a classroom environment including the necessary workstations. If you do not have work stations, NDS can provide them for a setup and rental fee (subject to availability). Travel and expenses for on-site training will be billed separately.
5. **Hardware:** Server must meet NDS minimum specifications. All peripherals are required to be current with industry supported Operating Systems.
6. **Third Party Software:** Comes with the manufacturers' warranty. NDS does not support or warranty third party software. Examples of this would be Microsoft Office, anti-virus software or Seagate Crystal Reports, etc.
7. **Payment Terms:**
 - a. 20% Down Payment required at time of order.
 - b. Balance of the contract due at time of system delivery.
 - c. Annual Application Software License & Maintenance Fee(s) due at time of system go live.
 - d. Annual Operating System License & Maintenance Fee(s) due at time of system go live.
 - e. Most equipment comes with a one (1) year warranty starting at date of installation. Annual Equipment Maintenance will be invoiced at the end of the warranty period if the customer elects coverage.
8. **Forms:** Unless specifically noted otherwise in the contract, all forms to be provided and used are standard NDS forms that go with the software purchased. Any modification to standard printed form is chargeable.
9. **Hardware and Peripherals not purchased from NDS:** NDS does not warranty products not purchased from NDS or guarantee that they will work with NDS products. Connection and setup of said products will be billed separately on a time and materials basis.
10. **Networking:** 1000base T running full duplex is required or greater. This includes all hardware connected to intranet.
11. In order to properly provide remote diagnostics and troubleshooting, high speed Internet access is required wherever possible. If not available, additional costs to NDS will be billed to the customer.

Customer: The Maine Water Company

By: _____

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PURCHASE AGREEMENTfor
The Maine Water Company**Northern Data Systems**
362 U.S. Route 1, P.O. Box 66738
Falmouth, Maine 04105
(207) 781-3236**CUSTOMER** The Maine Water Company
93 Industrial Park Road
Saco, ME 04072**Contact Name** Pamela Blackman**Contact Phone** 207-294-6902**Date** 1/30/2020**Sales Representative** Dan Dickinson**NDS SO#****Import / Update Biddeford Sewer Charge Codes**

SUBJECT TO THE TERMS AND CONDITIONS, ON THE FACE AND REVERSE OF THIS AGREEMENT, NORTHERN DATA SYSTEMS, INC. (NDS) AGREES TO SELL AND CUSTOMER AGREES TO PURCHASE THE EQUIPMENT, SOFTWARE LICENSES, AND OTHER ITEMS AND SERVICES HEREIN SPECIFIED.

******TERMS and CONDITIONS ******

OFFER TO CONTRACT: ACCEPTANCE BY NDS: NO ORAL MODIFICATION: This purchase Agreement, including these Terms and Conditions and all written and printed provisions stated herein, (the "Agreement") constitutes an offer by the Customer to contract with Northern Data Systems, Inc. ("NDS") and shall not become effective and in force unless and until accepted in writing by a duly authorized corporate officer of NDS. Customer shall be forwarded a confirmation copy duly executed upon such acceptance by NDS. It is a condition to acceptance of the Agreement by NDS that any provisions printed or otherwise contained in any acknowledgment or other responsive communication given by the Customer, which is inconsistent with or in addition to the terms and conditions stated herein, or any alteration or change to this document not specifically approved in writing by both parties, shall have no force or effect. The original printed provisions of this Agreement shall prevail over any extraneous terms, conditions or provisions, and no contrary, additional, or different provisions or conditions shall be binding upon NDS unless specifically identified and approved by NDS as being a part of this Agreement.

PAYMENT OF CONTRACT PRICE: Customer agrees to purchase from NDS the equipment, software licenses, and other items and services specified in the Purchase Agreement Totals section of this Agreement (collectively the "System"), for the indicated Contract Price subject to the terms hereof. The Contract Price shall be due in full upon delivery of the System to Customer, or shipping agent of Customer. In addition, Customer shall pay to NDS all federal, state, and local sales, use, privilege or excise taxes levied upon the Contract Price of the System. If NDS shall later learn that tax should be collected from Customer as a result of the Agreement, the fact that sales or similar tax is not reflected on the reverse side hereof at the time of execution shall not be deemed a waiver by NDS of its right to later collect same from Customer. Any personal or other property taxes assessable on the System after delivery to the Customer or carrier will be borne by Customer.

DELIVERY: NDS will deliver or ship the System in accordance with its published Shipping Schedule in effect at the time of this Agreement. Shipping and delivery dates shown in the Schedule are approximate and delivery is subject to delays beyond the control of NDS. Any shipping or delivery charges are shown in the Purchase Agreement Totals section of this Agreement. NDS shall not be responsible for any liability whatsoever arising out of the performance by the carrier or shipment of the System.

INSTALLATION: Customer will make available a suitable place of installation with all facilities as specified by NDS required for unpacking and installing the System in the desired location. Unless otherwise provided in Commitments section of the Agreement, NDS shall install the System.

TITLE: RISK OF LOSS: Title to each component of the System shall pass to Customer when payment in full for the System has been made. Notwithstanding the state of title to the System, risk of loss with respect to the System and/or each component thereof shall pass to Customer upon NDS's delivery of each component to the Customer or delivery to Carrier for shipment. At the time of such delivery, Customer shall, at its own expense, be responsible for purchasing any insurance coverage applicable to the System and NDS shall have no responsibility for the placement of any insurance coverage.

SECURITY INTEREST: NDS reserves a security interest in each component of the System in the amount of its Contract Price. In addition, Customer agrees and does hereby grant and authorize NDS to execute, and to file with the appropriate government authority, any and all UCC Financing Statements (and other documents) on behalf of Customer necessary or appropriate to protect NDS's security interest in the equipment and the System, and for this purpose only, hereby appoints NDS, its representatives and designees as attorneys-in-fact, agents and authorized signatories for such purposes. NDS's security interest(s) will be satisfied by payment in full of all amounts due from Customer hereunder. Such UCC Financing Statement and related documents may be filed with appropriate state and local officials at any time after execution thereof by NDS in order to perfect NDS's security interest. Any such filing shall not constitute acceptance of this Agreement by NDS.

WARRANTY: Except as hereinafter limited or except as limited by applicable law, NDS warrants the Equipment (Hardware) to be free of defects in workmanship and materials as of the date of delivery. NDS warrants that the then current, unmodified version of the NDS Software Products will substantially conform to the then current version of its published documentation. If the Software Products do not perform as warranted, NDS's obligation will be to use reasonable efforts, consistent with industry standards, to cure the defect. Should NDS be unable to cure the defect or provide a replacement product, Client shall be entitled to a refund for the license fee paid for application. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: To the maximum extent permitted by applicable law, in no event shall NDS be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the SOFTWARE PRODUCT or the provision of or failure to provide Support Services, even if NDS has been advised of the possibility of such damages. In any case, NDS's entire liability under any provision of this License Agreement shall be limited to the amount actually paid by you for the SOFTWARE PRODUCT.

DEFAULT: Failure of the Customer to pay the Contract Price at the time and in the manner specified shall constitute a default under the Agreement, and shall afford to NDS all of the remedies of a secured party under the Uniform Commercial Code in effect in the State of Maine. In addition to any other remedy available to it, NDS may, upon default by the Customer hereunder, enter upon the premises to peaceably take possession of the System during normal business hours. If NDS shall be required to regain possession by judicial process, Customer expressly waives any right to require NDS to post any security or bond as a condition to securing a judicial order granting immediate repossession. In addition, Customer agrees to pay NDS all costs and expenses of collection and/or repossession, including reasonable attorney's fees.



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SOFTWARE LICENSE: Upon delivery of the System Software and payment of any applicable fees and sales, use, and property taxes, NDS shall grant an annually renewable, non-exclusive, nontransferable license to use the Software exclusively on equipment approved by NDS. The Annual Software License Fee is included in the Software Maintenance Fee. Customer may not assign or transfer any of the licensed rights granted herein or any part hereof or any right, interest, or obligation hereunder, without the prior written consent of NDS. Customer shall take all reasonable steps necessary to ensure that none of the System Software is made available or disclosed by Customer (or by any of its employees or agents) to any person other than in connection with Customer's business with NDS. Customer agrees not to reverse engineer any of the Software. Customer further agrees that except for necessary backup purposes, it will not use, make, or allow to be made any copies of the System Software, in whole or in part, in use on Customer's system. Customer agrees that all employees or agents having access to the software under this Agreement shall be informed of the terms of this section. Customer acknowledges and agrees that all Software (whether delivered by tape, disk, electronic means or other reproductive media or device such as ROM, RAM, PROM, CD-ROM or DVD) together with the electronic means or other reproductive media or device such as ROM, RAM, PROM, CD-ROM or DVD) together with the ideas and concepts contained therein are, and shall at all times remain, the exclusive, unique, and valuable property of NDS (or party by whom NDS was licensed). Customer further agrees and acknowledges that neither Customer nor its employees, representatives or agents, have acquired, or shall attempt to acquire, any proprietary interest in, or other right, to the Software.

NON-SOLICITATION: CUSTOMER agrees for a period of two (2) years after the execution of this Purchase Agreement, that it will not, directly or indirectly, offer to employ, contract with or solicit any NDS employee to perform services of any nature on behalf of CUSTOMER or any others.

GENERAL: This Agreement is not assignable without the prior written consent of NDS, and any attempt to assign and/or delegate any rights, duties or obligations which arise under this Agreement without such permission shall be void. This Agreement will be governed by the State of Maine, and constitutes the entire agreement between Customer and NDS with respect to the purchase of the equipment and software licenses. This written Agreement is the full expression of the parties with respect to the subject matter hereof and contains the complete and exclusive statement of the terms thereof. NDS shall not be bound by any person's statement, representation, promise, or inducement, whether or not such person is an agent, representative or employee of NDS, if not specifically set forth in writing in this Agreement. No person, whether or not an employee, agent or representative, shall be authorized to modify, add to or vary the printed terms of this agreement, and any attempt to make any such modification or addition shall be void and ineffective. No representation, understanding or agreement has been made or relied upon in the making of this Agreement other than those specifically set forth in this writing.