



**City of Biddeford
Policy Committee**

June 23, 2025 at 6:00 PM
City Hall Council Chambers & Zoom

[Click to Join Zoom Meeting Online](#)

Or call in by phone: +1 312 626 6799

Meeting ID: 946 8731 5407

Passcode:362889

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Approval of Minutes
 - 4.a Policy Minutes 4-29-25
5. Discussion/Review
 - 5.a Review / Finance Committee
 - 5.b Review / Merge Biddeford Police Advisory Committee & Biddeford Fire Advisory Committee into new Public Safety Committee
 - 5.c Review / Condominium Conversion Ordinance Amendments - Part III Land Development Regulations, Article VI Performance Standards, Sec. 72 Condominium Conversions.
 - 5.d Review / Purchasing Policy, Ch 2, Article V, Division 2
6. Adjourn

City of Biddeford
Policy Committee
April 29, 2025 at 6:00 PM
City Hall Council Chambers & Zoom

1. Roll Call

Councilor Belanger - present

Councilor LaFountain - present

Councilor Beaupre - present

Mr. Pierson - absent

Acting City Manager Brian Phinney - present

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

None

4. Approval of Minutes

4.a Policy Committee Minutes 3-24-25

Motion: Councilor LaFountain

Second: Councilor Beaupre

Vote: Unanimous in favor.

Motion approved.

5. Discussion/Review

5.a Clifford Park Conservation Easement(s) Review

Manager Phinney reviewed the revised draft and references up for discussion. Specifically, structures, motorized vehicles, timber cutting, protected property use, rights of interest, specific property descriptions, and maps.

Councilor Beaupre - motion to recommend the revised easement to City Council.

Second: Councilor LaFountain

Public Comment – one citizen commented previous groups had recommended an easement, questions about the maps, the importance of a management plan for the park and possible funding for it.

Councilor LaFountain motion to strike the word “daytime” on line 138.

Second: Councilor Beaupre

Vote: Unanimous in favor.

Motion passed.

Councilor LaFountain asked for the shading on the maps for the Council vote to also exclude the Pool St playground area. He asked if a forest management plan should be included in the conservation easement.

Councilor Belanger – would have the authority to do it without adding new language to the easement.

Councilor LaFountain asked if due diligence with Maine Coast Heritage Trust should be done before or after going to the Council.

Manager Phinney suggested it should be before.

Vote on the motion as amended: Unanimous in favor.

Motion passed.

5.b Proposed Ordinance Solar Energy Systems

Councilor LaFountain - motion to adopt the ordinance as presented.

Second: Councilor Beaupre

Brad Favreau, Development and Sustainability Coordinator presented the ordinance and the process it has gone through since last summer. The ordinance will help the Sustainability Commission meet its greenhouse gas emission targets and to meet goals in the Climate Action Plan.

Councilor Beaupre asked about the email from Dirigo that suggested language changes.

Nick Sampson reviewed their recommendations.

Councilor LaFountain had a question on page 6, where the natural areas defined might be? Areas would need to be investigated and paid for by the applicant. He would like to have information about the economic impact, specifically tax implications for the city. He also confirmed that Section D – roof solar and small-scale ground installations would require building permits and the standards per zone.

Councilor Belanger suggested adding language so that a building permit is required. He wants to commend all those who have worked on the ordinance, it is reasonable and easy to read. It is well vetted.

The Councilors do not agree with the Dirigo suggestions.

Public comment – two people with solar developments commented on the prime soil language and PFAS exemptions on prime land.

One citizen commented on the net billing process.

Councilor LaFountain asked about the decommissioning language and if it has been tested. He also asked about clear cutting, waiting and then adding solar. This was confirmed. He is generally supportive of solar, but Biddeford has few large parcels that the large would fit. He would like to see more on the economic impact and would support the small and medium scale projects.

Councilor Beaupre – motion to Table until the economic study can be completed and available for review by the Policy Committee.

Second: Councilor LaFountain.

Vote: Unanimous in favor.

Motion passed

5.c Statutory Committees: Board of Assessment Review, Planning Board, Shellfish Conservation Commission, Zoning Board of Appeals

Board of Assessment Review - Manager Phinney explained the committee's structure and requirements.

Councilor LaFountain asked if it could be combined and staffed with the same people as the Zoning Board of Appeals. It also helps with quorums.

Councilor Belanger asked what makes sense with the committee structure, it should be standardized with the details mentioned in the March meeting. He suggests 5 members, 2 alternates, 3-year terms that are staggered. He supports combining the two. With 2 subcommittees based on the topic.

Councilor Beaupre agrees that they should be combined, and terms should be staggered.

Councilor Belanger asked Manager Phinney to start looking at the necessary ordinance changes.

Planning Board – Manager Phinney explained the structure and state requirements. Duties are very well defined.

Councilors discussed the structure of the committee.

Councilor Belanger - membership language needs to change, the chairperson terms, chair titles should be consistent, section H 7, nothing listed in what needs to be included, should be added or remove the sentence, remove the 2-person limit per ward. Also remove the responsibility for preparing the Comprehensive Plan.

Councilor Beaupre would like to see the recommended changes in writing for Policy to review.

Councilor LaFountain pointed out on page 11, item g the state language recommends 10% of affordable housing.

Shellfish Conservation Commission -

Councilor LaFountain recommends combining this commission with the Harbor Commission. He mentioned that the staff liaison for both is the City Clerk as well as the Shellfish Warden and the Harbor Master.

Councilor Belanger asked about the commission members getting licenses in advance. (*Clerk note - this was already removed with the March 2025 ordinance change*). Make this 5 members, 2 alternates, staggered terms.

Zoning Board of Appeals

Councilor Belanger make changes parallel with the Board of Assessment Review.

Other committees -

Councilor LaFountain would like to look at the recommended changes for the Finance Committee meeting. And then get feedback from the committee members and the public.

Councilor LaFountain asked for the Condo Conversion Ordinance on the next agenda.

6. Adjourn

Motion: Councilor LaFountain at 7:52pm

Second: Councilor Beaupre

Vote: Unanimous in favor.

Meeting adjourned:



Policy Committee

Meeting Date: June 23, 2025
Meeting Time: 6:00 PM
Agenda Item No: 5.a
Item Description: Review / Finance Committee
Submitted By: Brian S. Phinney, Acting City Manager

Supporting Information/Documentation:

None

Key Terms:

Executive Summary:

Continuation of Committee Reviews

Detailed Review:

The Finance Committee is defined by Charter. Based on the current Charter section. Staff has no recommendation for a charter change at this time. (See Charter reference below)

CHARTER

Sec. 1. The City Council Finance Committee.

The Finance Committee shall be comprised of the Mayor, Council President and two other members of the City Council; one Council member being nominated by the Council President and confirmed by the City Council, the other being nominated by the Mayor and confirmed by the City Council. In addition, the Finance Director and the City Manager shall be nonvoting members.

The Finance Committee is referenced at Sec 2-106 in the Code of Ordinances. This Code section identifies the clerk of the Finance Committee and the City Auditor. Since we do not currently have an auditor position, staff recommends the clerk be identified as the Finance Director. In practice, this has been the case for quite some time. The recommended change is noted below.

Code of Ordinances

Sec. 2-106. Clerk of Finance Committee. [Code 1975, § 2-173]

The ~~City Auditor~~Finance Director shall be the Clerk of the Finance Committee.

Funding Source:

N/A

Staff Recommendation:

Staff recommends amending Sec. 2-106 to identify the Finance Director as the clerk of the Finance Committee.

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT (this "Agreement") is entered into between PEPPERELL MILL PROGRESSION, LLC and PEPPERELL MILL CONDOMINIUMS, LLC (collectively, "PEPPERELL MILL"), and the CITY OF BIDDEFORD, a Municipal corporation duly organized under the laws of the State of Maine ("CITY" and collectively with PEPPERELL, the "Parties" or each, individually, a "Party") and dated effective as of December 10, 2024 (the "Effective Date").

WHEREAS, PEPPERELL MILL owns certain real property located in Biddeford, Maine, which currently constitute residential apartment buildings, said buildings being known as Buildings 15, 17, 18 and 35 and being more particularly described in a deed recorded in the York County Registry of Deeds Book 18901 Page 212 (the "Project"); and

WHEREAS, Pepperell Mill Progression, LLC intends to convert said property and the residential units therein which include one hundred fifty-four (154) residential units to 154 condominium units and in connection with the condominium conversion will be conveying Buildings 15, 17, 18 and 35 to Pepperell Mill Condominiums, LLC; and

WHEREAS, at the October 15, 2024, regular meeting of the Biddeford City Council, the CITY passed a retroactive moratorium on all condominium conversions in order for the CITY to review, modify, update and amend its current Code of Ordinances, Land Use Regulations Article VI; Section 72 (the "Moratorium"); and

WHEREAS, PEPPERELL MILL has alleged that their contemplated condominium conversion of the 154 Units located in Buildings 15, 17, 18 and 35 are not subject to the Moratorium, based upon legal arguments including but not limited to the provisions in 30-A M.R.S. §3007(7); and

WHEREAS, based upon the aforementioned statute and other legal arguments, PEPPERELL MILL has indicated that it intended to challenge the validity and applicability of the Moratorium and further has alleged that it will suffer monetary damage should the Moratorium delay certain pending transactions; and

WHEREAS, the CITY'S intention in enacting the Moratorium is to update, review and implement protections of individuals who reside in residential units as tenants, and become subject to their rental unit being converted to a condominium unit; and

WHEREAS, both Parties are desirous of avoiding lengthy expensive and uncertain litigation relating to, among other issues, the applicability of the moratorium to the Project and PEPPERELL MILL'S intent to convert the 154 units to condominiums; and

NOW THEREFORE, for good and valuable consideration and the mutual covenants, promises and agreements herein, the parties hereby agree as follows:

1. Upon and in consideration of the City of Biddeford issuing final, unappealable condominium conversion permits for the 154 residential apartments to be converted to condominiums within Buildings 15, 17, 35 and 18 at the Project and confirming in writing that the commercial space within those buildings may be converted to condominiums notwithstanding the Moratorium, Pepperell Mill Progression, LLC, Pepperell Mill Condominiums, LLC and any and all related entities/individuals (herein collectively known as "Project Owner") agree to waive any legal challenge of the City Council's adoption of the Moratorium.
2. The City agrees that the Moratorium does not and will not apply to the Project Owner's application for conversion of Buildings 15, 17, 35 and 18, including the intended future application for nine (9) to-be-constructed residential condominiums in building 15, or any commercial condominiums within the Project or that may be created at the Project.
3. The conversion of the residential apartments within the Project shall be subject to all of the conditions in the existing City of Biddeford condominium conversion ordinance in effect as of the Effective Date of this Agreement, unless otherwise specifically changed by this Agreement.
4. The residential tenant notice period shall be no less than 180 days for any residential tenants within the Project receiving a notice to vacate specifically for the purposes of the condominium conversion.
5. Residents whose apartments are being converted who are not in default beyond the expiration of any applicable cure period of the terms of their lease, shall receive the following transitional support from Project Owner as follows:
 - a. Project Owner shall make the cash payment for the amount equal to the rent paid for the two months immediately preceding the vacate date as required in City Code Part III, Article VI, Section 72, E for those tenants who are entitled to such payment under the Biddeford Condominium Conversion Ordinance in effect as of the Effective Date of this Agreement.
 - b. Any residential tenant who, voluntarily or for reasons aside from his or her apartment being subject to the condominium conversion, vacates at the end of his or her current residential lease shall receive a cash payment of one thousand dollars (\$1,000.00) in relocation assistance at the time such tenant vacates.
 - c. Except as set forth below, any residential tenant who is given a 180-day notice to vacate specifically for the purposes of the condominium conversion shall receive the payment described in section 5.a above as well as two thousand dollars (\$2,000.00) in relocation assistance, payable upon such tenant vacating.
 - d. Any tenant who is renting a unit as of October 23, 2024, with a base rent (not including any additional charges such as CAM charges, etc.) of less than one thousand seven

hundred fifty dollars (\$1,750.00) shall receive an additional one thousand dollars (\$1,000.00) in relocation assistance, payable upon such tenant vacating.

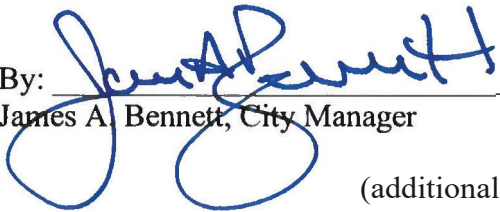
- e. No transitional support will be given to residential rental tenants who are given a notice of termination of tenancy for other reasons such as nonpayment of rent or lease violations, including residential tenants who are given such a notice during the pendency of the 180-day notice to vacate.
 - f. Residential tenants who move into an apartment after October 23, 2024 and before the Project is converted into condominiums shall not be entitled to the provisions of this Agreement but shall be entitled to the protections and benefits of the existing condominium conversion ordinance in effect as of October 23, 2024.
6. Any residential tenant of the Project who is given a 180-day notice to vacate specifically for the purposes of the condominium conversion shall have the option to give a thirty (30) day notice to vacate (i.e., end the lease) without any penalty within that 180-day period and shall be entitled to the assistance described in Section 5 of this Agreement.
 7. Any current residential rental tenants of the Project as of October 23, 2024, shall have future annual renewal increases capped at five percent (5%) per year for no longer than a three-year period. No additional new charges or fee increases, including but not limited to maintenance or service fees, shall be imposed in a manner that effectively circumvents the 5% annual cap within this period. This five percent (5%) cap is applicable during the period in which these residential rental units are owned by Pepperell Mill Progression, LLC or Pepperell Mill Condominiums, LLC. No caps on rents or rent increases shall apply to any condominium unit owner at the Project who elects to rent its condominium unit, other than any condominium unit owned by Project Owner or any other entity controlled by Project Owner or its principal owner, Presidium Group, LLC.
 8. Each tenant who does not elect to purchase a unit shall be entitled to assistance in finding a nearby rental accommodation. This assistance will be provided by the Pepperell Mill property management staff. Property management staff will assist these residential renters by providing a list of nearby rental options for their review. When possible, property management staff will work with the owners of these nearby buildings to pre-reserve units, as available, for these tenants. Each tenant will be responsible for researching the provided options independently. Project Owner will not be responsible, liable or held to be in breach of this agreement for any failure of a tenant to find a nearby rental accommodation and such failure shall not entitle such tenant to remain in the Project for any additional time as a result of such failure.
 9. Any tenant of the Project as of the date of this Agreement who elects to purchase a residential condominium unit at the Project shall have:
 - a. The opportunity to purchase a unit before the general public at an off-market price without competition other than from other tenants at the Project; provided, however, that the existing tenant of a residential apartment shall have the first opportunity without competition to purchase the unit that such tenant is renting at the time.
 - b. Their last month of rent free.

- c. An additional 3.5% (of the purchase price) as a buyer credit added to the settlement statement at the closing upon the purchase of the unit.
 - d. An opportunity to qualify for a 90% mortgage toward the purchase price of a condo at the Project. Pepperell Mill has partnered with Androscoggin Bank to work with tenants directly in exploring this opportunity and assist them in securing financing for their purchase. Qualification for the 90% mortgage and any other financing terms shall be determined by Androscoggin Bank or any other applicable lender in the lender's sole discretion, based on criteria established by the lenders. Although Pepperell Mill will take commercially reasonable steps to provide this opportunity, Pepperell Mill does not guaranty that any lender will provide such financing and it shall not be responsible, held liable, or held to be in breach of this Agreement if such tenant is unable to obtain such financing.
 - i. Note that the incentives set forth in Section 9 of this Agreement are only required to be made available for those who are current residential tenants of the Project as of the Effective Date of this Agreement who are not in default under the terms of their lease. Current residents who move out of the Project and who return in the future will not be eligible to take advantage of these incentives. Nothing set forth in this Agreement shall preclude Project Owner from providing additional or other purchase incentives to current or future residents of the Project or to other interested purchasers.
10. Pepperell Mill will pay an increased condominium conversion fee of five hundred dollars (\$500) total per unit converted (an increase from \$150/unit as currently required) for all residential condominium conversion permits in buildings 15, 17, 35, and 18. Upon agreement to these terms, the City of Biddeford shall issue a "Will Issue" Letter to Pepperell Progression, LLC and Pepperell Mill Condominiums, LLC confirming that the permits will be issued upon payment on this additional fee and that no condominium conversion permits shall be required for the conversion of commercial spaces in the Project to condominiums, which may proceed notwithstanding the Moratorium. The intention for these additional funds is a contribution to the Biddeford Affordable Housing Trust Fund.
11. Within 30 days after the end of each calendar quarter, evidence of compliance with the foregoing conditions shall be provided to the City Planning Department on a quarterly basis following the issuance of the conversion permit for each condominium sold by Pepperell Mill during the preceding quarter. In order to protect tenant privacy, the information to be provided shall identify the unit by unit number only and shall not identify individual tenants. Failure to comply with this reporting requirement after notice and a reasonable opportunity to cure may result in enforcement actions, including fines, suspension of permit issuance, or other penalties as deemed reasonably appropriate by the City.
12. Residential tenants of the Project who first reside at the Project after the condominium conversion permit is issued for the Project shall not be entitled to any of the benefits or protections of the City of Biddeford condominium conversion ordinance in effect as of October 23, 2024 or any of the additional provisions set forth in this Agreement and will be informed in writing, both prior to signing the lease/rental agreement as well as within the lease/rental agreement, at the time of renting the condominium unit that the unit is for sale and that their rental term will be limited.

13. Nothing set forth in this Agreement shall prevent the Project Owner from creating the condominiums at the Project by recording condominium documents for the Project following the execution of this Agreement, provided, however, that the Project Owner may not offer or contract to sell any residential condominium units at the Project, deliver any notice requiring any resident of the Project to vacate his or her apartment at the Project (other than for lease violations unrelated to the sale of any condominium unit) or convey any residential condominium units at the Project until the City has issued the condominium conversion permit for the Project. Such marketing, sale and tenant notification with respect to the residential condominium units at the Project is further limited to only those properties that otherwise have all applicable approvals from all governmental agencies and administrative offices thereof, including but not limited to the Biddeford Planning Board, with the burden of proof remaining with Project Owner. The City of Biddeford acknowledges receipt of the condominium conversion applications for all of the residential condominium units at the Project and agrees that it will proceed to complete the inspection process consistent with normal operations required under the condominium conversion ordinance and will take appropriate action required as required without any unreasonable delay.
14. All of the provisions herein are notwithstanding any provisions to the contrary as set forth in the City's Code of Ordinances, Land Use Regulations, Article VI Section 72 and in the event of any conflict the provisions of this Agreement shall control. All other provisions of City's Code of Ordinances, Land Use Regulations, Article VI Section 72 not modified hereby shall be applicable to the condominium conversion of the Project.
15. The City of Biddeford represents and warrants that this Agreement has been duly authorized by its City Council by appropriate council action and that the City Manager has been duly authorized to execute this Agreement.
16. In the case of a legal challenge to this Agreement by a third party, nothing set forth herein shall preclude Project Owner from asserting any rights or defenses in such action against a third party, or from challenging the applicability of the Moratorium to the Project in such proceeding, provided that Project Owner shall not assert any claims for damages against the City.
17. All of the mutual covenants, terms, conditions and promises herein shall be binding on both parties, heirs, assigns, successors and transferees, except as otherwise provided herein.
 - a. For the avoidance of doubt, none of the terms or conditions of this Agreement shall apply to individuals or entities that purchase condominium units after the current tenants have been officially given notice of the conversion and have been afforded the opportunity to act on that notice in accordance with this Agreement.
 - b. For further clarification, all tenant protections, economic enhancements and incentives as outlined in this Agreement cannot be eliminated, modified or otherwise changed unless specifically agreed to by the City of Biddeford Elected Municipal Officials regardless of the ownership structure of the condominium units.

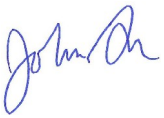
Dated: December 16, 2024

CITY OF BIDDEFORD

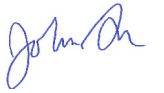
By: 
James A. Bennett, City Manager

(additional signatures on following page)

PEPPERELL MILL PROGRESSION, LLC

By:  John Griggs
its duly authorized agent

PEPPERELL MILL CONDOMINIUMS, LLC

By:  John Griggs
its duly authorized agent

**Policy Committee Ordinance Amendment:
Code of Ordinances, Part III - Land Development Regulations, Article VI - Performance
Standards, Section 72 - Condominium conversions.**

Blue Underline = Text Additions and Red Strikethrough = Text Deletions

DRAFT Amendment: 6-17-2025

Section 72 - Condominium conversions.

[Ord. No. 2006.12, 3-21-2006]

A. Purpose. The purpose of this article is to regulate the conversion of rental housing to condominiums in order to:

- 1.** Minimize the potential adverse impacts of such conversion on tenants.
- 2.** To ensure that such converted housing is safe and decent.

To these ends, this article shall be liberally construed.

B. Applicability. This article shall apply to the conversion of any rental unit to a condominium.

C. Definitions. For the purpose of this article, the following terms shall be defined as follows, unless otherwise clearly implied:

CONDOMINIUM

Any interest in real estate created pursuant to the Unit Ownership Act, 33 M.R.S.A. § 560 et seq., or its equivalent, as it may from time to time be amended.

DEVELOPER

Any person or other legal entity, but not including an established lending institution unless it is an active participant in a common promotional scheme, who, whether acting as principal or agent, records a declaration of condominium that includes real estate, any portion of which was previously a rental unit.

TENANT

Any occupant in lawful possession of a rental unit, whether by lease, sublease, or otherwise.

UNIT

Any building, or portion thereof, used or intended to be used primarily as a separate dwelling.

D. Protection of tenants.

- 1.** Notice of intent to convert. A developer shall give to each tenant written notice of their intent to convert no less than 180 ~~at least 120~~ days before the tenant is required by the developer to vacate specifically for the purpose of the condominium conversion. The notice shall set forth specifically the rights of tenants under Subsections 72_D.1, 72_D.2, and 72_E, and shall contain the following statement: *"If you do not buy your apartment, the developer of this project is required by law to assist you in finding another place to live and in determining your eligibility for relocation payments."* The notice shall also set forth the offer price and all terms and conditions of the option to purchase. If the notice specifies a date by which the tenant is required to vacate, the notice may also serve as a notice of termination under the applicable law of forcible entry and detainer, if it meets the requirements thereof. The notice shall be hand-delivered to the tenant or mailed, by certified mail, return receipt requested, postage prepaid, to the tenant at the address of the unit or such other address as the tenant may provide. ~~The notice shall be effective when actually received.~~ No tenant may be required by

Policy Committee Ordinance Amendment:

Code of Ordinances, Part III - Land Development Regulations, Article VI - Performance Standards, Section 72 - Condominium conversions.

Blue Underline = Text Additions and ~~Red Strikethrough = Text Deletions~~

DRAFT Amendment: 6-17-2025

a developer to vacate without having been given notice as required herein, except for the reasons specified in the applicable law of forcible entry and detainer, and in accordance with the procedures thereof. The terms of tenancy, including rent, may not be altered during the notice period, except as expressly provided in a preexisting written lease. If, within ~~180~~ 120 days after a tenant is required by a developer to vacate, the developer records a declaration of condominium without having given notice as required herein, the developer shall be presumed to have converted in violation of this article.

2. Option to purchase. For a sixty-day (60) period following the giving of notice as required in Subsection 72.D.1, the developer shall grant to the tenant an exclusive and irrevocable option to purchase the unit of which the tenant is then possessed, which option may not be assigned. If the tenant does not purchase or contract to purchase the unit during the sixty-day period, the developer may not convey or offer to convey the unit to any other person during the following 180 days at a price or on terms more favorable than the price or terms previously offered to the tenant, unless the more favorable price or terms are first offered exclusively and irrevocably to the tenant for an additional sixty-day period. This subsection shall not apply to any rental unit that, when converted, will be restricted exclusively to nonresidential use. If, within two years after a developer records a declaration of condominium, the use of any such unit is changed such that but for the preceding sentence, this subsection would have applied, the developer shall be presumed to have converted in violation of this article.

E. Relocation payments. If the tenant does not purchase the unit, the developer shall, ~~before the tenant is required by the developer to vacate, make a cash payment to the tenant in an amount equal to the amount of rent paid by the tenant for the immediately preceding two months. Additionally, the developer shall,~~ upon demand, provide assistance to the tenant in the form of referrals to other reasonable accommodations. Residents whose apartments are being converted who are not in default beyond the expiration of any applicable cure period of the terms of their lease, shall receive the following transitional support from the property owner as follows:

- a. The project owner shall make the cash payment for the amount equal to the rent paid for the two months immediately preceding the vacate date.
- b. Any residential tenant who, voluntarily or for reasons aside from their apartment being subject to the condominium conversion, vacates at the end of their current residential lease shall receive a cash payment of one thousand dollars (\$1,000.00) in relocation assistance at the time such tenant vacates.
- c. Except as set forth below, any residential tenant who is given a 180-day notice to vacate specifically for the purposes of the condominium conversion shall receive the payment described in Section 3.b above as well as two thousand dollars (\$2,000.00) in relocation assistance, payable upon such tenant vacating.
- d. Any tenant who is renting a unit with a base rent (not including any additional charges such as CAM charges, etc.) of less than one thousand seven hundred fifty dollars (\$1,750.00) shall receive an additional one thousand dollars (\$1,000.00) in relocation assistance, payable upon such tenant vacating.
- e. No transitional support will be given to residential rental tenants who are given a notice

**Policy Committee Ordinance Amendment:
Code of Ordinances, Part III - Land Development Regulations, Article VI - Performance
Standards, Section 72 - Condominium conversions.**

Blue Underline = Text Additions and ~~Red Strikethrough = Text Deletions~~

DRAFT Amendment: 6-17-2025

of termination of tenancy for other reasons such as nonpayment of rent or lease violations, including residential tenants who are given such a notice during the pendency of the 180-day notice to vacate.

- f. Any residential tenant of the project who is given a 180-day notice to vacate specifically for the purposes of the condominium conversion shall have the option to give a thirty (30) day notice to vacate (i.e., end the lease) without any penalty within that 180-day period and shall be entitled to the assistance described within Ordinance.

F. Conversion permit. Before conveying or offering to convey a converted unit, the developer shall obtain a conversion permit from the Code Enforcement Office. The permit shall issue only upon receipt of a completed application therefore in a form to be devised for that purpose, payment of a fee of ~~\$150~~ \$500. per unit, and a finding, upon inspection, that each unit, together with any common areas and facilities appurtenant thereto, is in full compliance with all applicable provisions of Chapter **18** (Building Code), Chapter **18** (Electrical Installations), Chapter **18** (Minimum Standards for Dwellings) of this Code, and the Life Safety Code as adopted by the state. The developer shall post a copy of the permit in a conspicuous place in each unit, and shall make copies available to prospective purchasers upon request.

G. Parking Requirements: When condominiums are being created they shall each be sold with the number of required parking stalls per unit as required under the City's Code of Ordinances, Article VI - Performance Standards, Section 49 - Off-street parking and loading standards. A detailed parking plan shall accompany the Conversion Permit which shall show all existing on-site parking and the designated parking assigned / sold with each unit. These parking stalls shall run with the condominium they are associated with.

~~**G.**~~ **H.** Variation by agreement. No provision of, or right conferred by, this article may be waived by a tenant, by agreement or otherwise, and any such waiver shall be void. Any attempt to require, encourage, or induce a tenant to waive any provision hereof, or right conferred hereby, shall be a violation of this article. Nothing herein shall be construed to void any term of a lease which offers greater rights than those conferred hereby.

**City of Biddeford Code of Ordinances, Part III - Land Development Regulations, Article VI
Performance Standards, Section 72 Condominium conversions.**



Policy Committee

Meeting Date: June 23, 2025
Meeting Time: 6:00 PM
Agenda Item No: 5.d
Item Description: Review / Purchasing Policy, Ch 2, Article V, Division 2
Submitted By: Brian S. Phinney, Acting City Manager

Supporting Information/Documentation:

20250623 Review of Purchasing Rules - Ch 2-Article V-Div 2 - REDLINE

Key Terms:

Executive Summary:

This agenda item proposes revisions to the City's procurement code to improve clarity, ensure consistency in procurement thresholds, correct typographical issues, and better reflect current purchasing practices. Changes include updated terminology, streamlined approval processes, and adjustments to dollar thresholds for competitive bidding and contract approvals.

Detailed Review:

Key changes to the ordinance include:

The current purchasing policy is intended to define the procurement process by establishing approval thresholds, approval authority, and procurement methods. The Code section has been amended over time and does not appear to have been holistically reviewed. The proposed changes to the purchasing policy are intended to better define approval thresholds and procedures. The changes are identified using ~~format~~ for deletions and underline format for additions.

- Standardized references to dollar thresholds and approval authorities across sections.
- Clarified and standardized contract approval levels for both sealed bids and sealed proposals:
- Contracts over \$5,000 but under \$50,000, covered by the budgeted amount, can be

approved by the City Manager.

- Contracts over \$50,000 and under \$150,000 or less than \$50,000 and not covered by budget, must be approved by the Finance Committee.
- Contracts over \$150,000 must be approved by the City Council.
- Expanded authority for the Finance Director (synonymous with "Purchasing Agent") in managing procurement operations and adjusting bid specifications with City Manager approval.
- Clarified language on the appointment and confirmation of the Purchasing Agent.
- Section 2-349 updated to mirror the threshold structure in Section 2-348.
- Section 2-350 aligned professional services procurement with general contract thresholds.
- Section 2-357 clarified that performance and payment bonds may be reduced with approval by the awarding authority, as defined in Section 2-348(g), not solely the City Manager.
- Removal of duplicate or outdated language.

These changes are intended to streamline the procurement process, reduce administrative ambiguity, and ensure alignment across all divisions regarding procurement thresholds and approval authorities.

Funding Source:

N/A

Staff Recommendation:

Staff recommends various changes to the purchasing procedures under Chapter 2, Article V, Division 2, as noted in the attached redline document.

Part II Code of Ordinances**Chapter 2 – Administration****Article V – Finance****Division 2 – Procurement****Sec. 2-343. Purpose. [Ord. of 4-21-1998(2)]**

The purpose of this article is to provide for the fair and equitable treatment of all persons involved in public purchasing by the City, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

Sec. 2-344. Application of article. [Ord. of 4-21-1998(2); Ord. No. 99.78, 9-21-1999]

- (a) This article applies to contracts for the procurement of supplies, services and construction entered into by the City. It shall apply to every expenditure of public funds by any department of the City irrespective of the source of funding. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any applicable laws and regulations. Nothing in this article shall prevent any department of the City from complying with the terms and conditions of any grant, gift or request that is otherwise consistent with law.
- (b) Representatives of the City involved in the purchase of goods; especially items of apparel or textiles such as clothing, uniforms, footwear, linens or fabric; shall not knowingly contract with vendors offering goods or services produced under sweatshop conditions by manufacturers, launderers or distributors of such items who may be paying poverty wages, violating workplace regulations or suppressing worker rights. In order to promote contracts with vendors having responsible employment practices, preference should be given to goods or services produced in the United States and to vendors known for their responsible labor practices. Responsible labor practices shall include wage and benefit levels sufficient to meet basic needs while providing some discretionary income for a family of four, respect for workers' rights including the right to be heard and to organize and a safe and healthy work environment. Any complaints or information received by a representative of the City involved in the purchase of goods or services identifying vendors or their subcontractors as producing their products under sweatshop conditions shall investigate said allegations and shall cease to do business with any vendor or subcontractor found to be other than maintaining responsible labor practices.

Sec. 2-345. Definitions. [Ord. of 4-21-1998(2)]

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

BRAND NAME OR EQUAL SPECIFICATION — A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet City requirements, and which provides for the submission of equivalent products.

BRAND NAME SPECIFICATION — A specification limited to one or more items by manufacturers' names or catalogue numbers.

CONSTRUCTION — The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

CONTRACT — All types of agreements, regardless of what they may be called, for the procurement of supplies, services or construction.

CONTRACTOR — Any person having a contract with the City or any of its departments.

COVERED BY BUDGETED AMOUNT – An item specifically listed by name in the submitted budget document with an associated defined cost.

LOCATION AND OPERATION — Is narrowly defined as owning, leasing or renting physical space within the City limits of Biddeford, and staffing the same a minimum of 20 hours per week during a period commencing no less than thirty days prior to the bid deadline and continuing through the end of the bid agreements. **[Added 11-1-2011 by Ord. No. 2011.71]**

SERVICES — The furnishing of labor, time or efforts by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

SPECIFICATION — Any description of the physical or functional characteristics or the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery.

SUPPLIES — All consumables or property, including but not limited to equipment, materials, printing and leases for real property, excluding land or a permanent interest in land.

Sec. 2-346. Scope of authority. [Ord. of 4-21-1998(2)]

The current policy of the City is to maintain a decentralized purchasing process which shall be monitored by the City Manager, Finance Director ~~and Purchasing Agent~~. Each department head within this decentralized purchasing function shall be responsible for the function of procurement of suitable supplies, services or construction for their using departments, except as may be otherwise noted in these regulations. In all cases, purchase orders, ~~shall channel through the Purchasing Agent's office and~~, claims, invoices and any other such supporting documentation shall channel through the Finance Director's office in order that proper purchasing records may be maintained.

Sec. 2-347. Responsibility of departments. [Ord. of 4-21-1998(2); Ord. No. 99.69, 8-17-1999]

- (1) The responsibility of department heads regarding procurement shall be as follows:
 - (a) Development of specifications for supplies, services or construction shall be the responsibility of department heads. ~~Any specifications to be included in an invitation for competitive sealed bids or proposals shall be submitted to the Purchasing Agent.~~
 - (b) Procuring the highest quality item(s) for a specified use at the lowest possible expense is required by all department heads, or their delegates who have authority to purchase.
 - (c) Department heads are required to control, supervise and maintain any necessary inventories in a storeroom. Such storerooms shall serve as the receiving and distribution points for materials purchased by a using department.

With the exception of public works parts and fuel inventories and school lunch supply inventories, departments will be charged for items at the time of purchase. Departments receiving parts and fuel from public works inventories will be charged as items are used. Public works and school lunch department heads will conduct a physical inventory count of all supplies at such time as there is a change in personnel directly responsible for those storerooms, at fiscal year end, and as required throughout the year.

- (d) Local purchasing is encouraged where competitive market prices exist except when Section 2-235(f) and Section 2-336 apply. Local purchasing is required unless non-local purchasing is more cost effective. The following factors shall be considered to determine cost effectiveness:
- a. Price;
 - b. Comparable quality;
 - c. Cost/ability to secure prices;
 - d. Shipping and handling cost;
 - e. Convenience of follow-up service;
 - f. Time to secure the supply, item or service.
- (e) Inspection of incoming materials or services shall be performed for compliance with specifications. These inspections are to be maintained under rigorous review by department heads and their authorized designees. The receiving report copy of the purchase order and any packing slips are to be completed and returned to the Finance Department upon acceptance of an order.
- (f) ~~Unless otherwise provided, the single purchase of a supply or construction item in an amount estimated at \$5,000 or above shall be made only by written contract award through the formal bidding procedure. No supply, service or construction generally purchased in the whole shall be purchased as a sum of the parts for the purpose of avoiding the requirement to solicit bids. A single purchase of services in an amount estimated at \$10,000 shall be made only by written contract award through the appropriate proposal procedure.~~ Sole source purchases and emergency purchases shall be exceptions to these rules. **[Amended 11-1-2011 by Ord. No. 2011.71]**
- (2) ~~Appointment, a~~ Authority and duties of Finance Director as Purchasing Agent:
- (a) ~~The City Manager shall appoint a candidate for Purchasing Agent, who will be confirmed by the City Council.~~
 - (b) The authority and duties of the Purchasing Agent shall be as follows:
 1. Except as may be otherwise provided, the Purchasing Agent shall serve as the principal purchasing official for the City, and shall be responsible for the procurement of supplies, services and construction in accordance with this article,

as well as the management and disposal of supplies.

2. In accordance with this article, and subject to the supervision of the City Manager, the Purchasing Agent shall:
 - a. Procure or supervise the procurement of all supplies, services and construction needed by the City;
 - b. Exercise direct supervision over the City's central stores and general supervision over all other storeroom inventories belonging to the City;
 - c. Sell, trade or otherwise dispose of surplus supplies belonging to the City; assist the departments of the City with the establishment and maintenance of programs for specification development, contract administration and product inspection and acceptance and coordination of supplies and service purchases.
3. Consistent with this article, and with the approval of the City Manager, the Purchasing Agent may adopt operational procedures relating to the execution of his or her duties.

Sec. 2-348. Competitive sealed bidding. [Ord. of 4-21-1998(2)]

- (a) All contracts of the City for purchases of supplies or construction at or in excess of \$5,000 and for the purchase of services at or in excess of \$5,000 shall be awarded by competitive sealed bidding except as otherwise provided in this article. **[Amended 11-1-2011 by Ord. No. 2011.71]**
- (b) An invitation to bid shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement.
- (c) Adequate public notice of the invitation to bid shall be given for a reasonable time, but not less than 10 calendar days prior to the date set forth therein for the opening of bids. Such notice shall include publication in a newspaper of general circulation a reasonable time prior to bid opening and shall be posted in a conspicuous place on the City's internet website, in a place designated for this purpose. This public notice shall minimally state the place, date and time of the bid opening. **[Amended 5-5-2009 by Ord. No. 2009.25]**
- (d) Bids shall be opened publicly at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the Purchasing Agent deems appropriate, together with the name of each bidder shall be publicly read for the benefit of any bidders and each bid shall be open to public inspection.
- (e) Bids shall be unconditionally accepted without alteration or correction, except as authorized in this article. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in a bid evaluation that are not set forth in the invitation for bids.

- (f) Correction or withdrawal of inadvertently erroneous bids before or after bid opening or cancellation of awards or contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for the bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
- (1) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (2) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent.
- (g) The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the Finance Director and such bid does not exceed such funds by more than 10%, the ~~Purchasing Agent~~ department head in conjunction with the Finance Director is authorized to negotiate an adjustment of the bid price with the low responsive and responsible bidder in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids. When finalized ~~by the Purchasing Agent~~, bid results greater than \$5,000 and less than \$50,000 and covered by the budgeted amount can be approved by the City Manager and awarding of the contract to the successful bidder. These results will be reported to the ~~City Council and/or the~~ Finance Committee on a monthly basis. ~~Bids less than \$150,000 and Bid~~ bid results less than \$50,000 and over the budgeted amount or not the lowest bid will be submitted to the Finance Committee of the City Council for acceptance and awarding of the contract to the successful bidder. Contracts that exceed ~~\$50,000~~ \$150,000 shall be approved by the City Council prior to signing and executing said contract. Contracts based on units of measure and unit pricing where the total number of units is not specified shall be calculated using a best estimate methodology or prior history to determine the estimated contract value. Approval of such contracts shall be managed under the approval criteria listed above based on the total estimated value. [Amended 11-1-2011 by Ord. No. 2011.71; 4-16-2019 by Ord. No. 2019.30]
- (h) When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

Sec. 2-349. Competitive sealed proposals. [Ord. of 4-21-1998(2)]

- (a) When the Purchasing Agent determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by use of the competitive sealed proposal method.
- (b) Proposals shall be solicited through a request for proposals.
- (c) Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 2-336(c), provided the minimum time shall be 20 calendar days.
- (d) No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.
- (e) The request for proposals shall state the relative importance of price and other evaluation factors.
- (f) As provided in the request for proposals, discussions may be conducted with the responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.
- (g) Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made. When finalized by the Purchasing Agent, proposal results will be ~~submitted to the Finance Committee of the City Council for acceptance and awarding of the contract to the successful bidder. Contracts that exceed \$30,000 shall be approved by the City Council prior to signing and executing said contract~~ processed and awarded in the same manner and under the same dollar thresholds and identified in Sec. 2-348(g). [Amended 11-1-2011 by Ord. No. 2011.71]

Sec. 2-350. Contracting for professional services. [Ord. of 4-21-1998(2)]

- (a) For the purpose of procuring professional services such as auditing, accounting, banking, computer or information processing, architect, engineering, land surveying, clergy, medical, veterinary or dental; the department of the City requiring such services may procure them ~~through a request for bid, request for proposal, or request for qualifications on its own behalf, following notification of the Purchasing Agent and~~ in accordance with the selection procedures specified in this section.
- (b) Except as provided under the provisions for sole source procurement and emergency procurements, professional services as described in Subsection (a) of this section shall be procured as follows when soliciting via a request for qualifications:
 - (1) Persons engaged in providing the described professional services may submit statements of qualifications and expressions of interest in providing such professional

services. The department of the City using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.

- (2) Adequate notice of the need for such services shall be given by the City department requiring the services through a request for services. The request for proposals shall describe the service required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.
- (c) Sealed proposals shall be required with the exception of interest rate quotations for loans which may be received by telephone or facsimile.
- (d) Discussions may be conducted with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.
- (e) Award shall be ~~made to the offeror determined in writing~~ recommended by the head of the City department procuring the required professional services to be best qualified based on evaluation factors set forth in the request for proposals, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offer or offerors, in the order of their respected qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable. Awarding of contracts shall be consistent with Section ~~2-337(g)~~2-348(g).

Sec. 2-351. Small purchases. [Ord. of 4-21-1998(2); amended 11-1-2011 by Ord. No. 2011.71]

- (a) Any contract not exceeding \$5,000 may be made in accordance with the small purchase procedures authorized in this section.
- (b) Insofar as it is practical for small purchases in excess of \$1,000, no less than three businesses shall be solicited to submit quotations. Quotations may be accepted by telephone. Award shall be made to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded with purchase orders and maintained as a public record.

Sec. 2-352. Sole source procurement. [Ord. of 4-21-1998(2); amended 12-15-2020 by Ord. No. 2020.110]

A contract may be awarded without competition when the ~~City Manager~~ Finance Committee determines ~~in writing, after conducting a good faith review of available sources,~~ that there is only one source for the required supply, service or construction item based upon review of the rationale and supporting documentation, if applicable. The City Manager with the appropriate department head or designee shall conduct negotiations, as appropriate, as to price, delivery and terms. ~~A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract and the identification number of each contract file~~ Award of sole source contracts shall be in accordance with Sec. 2-348(g).

Sec. 2-353. Emergency procurements. [Ord. of 4-21-1998(2)]

Notwithstanding any other provision of this article, the City Manager may make or authorize others to make emergency procurements of supplies, services or construction items when there exists a threat to public health, welfare or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.

Sec. 2-354. Cancellation of invitation for bids or requests for proposals. [Ord. of 4-21-1998(2)]

An invitation for bids, a request for proposals or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the City. The reasons therefor shall be made part of the contract file. Each solicitation issued by the City shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interest of the City. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurements of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

Sec. 2-355. Responsibility for selection of methods of construction contract management. [Ord. of 4-21-1998(2)]

The City Manager shall designate the official(s) to be responsible for any construction project in excess of \$35,000. ~~The designated official shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the designated official shall consider the City's requirements, its resources and the potential contractor's capabilities. The designated official shall execute, and include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for each project.~~

Sec. 2-356. Bid security. [Ord. of 4-21-1998(2)]

- (a) Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the designated official for construction contracting management to exceed \$50,000. Bid security shall be a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the Finance Director. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$50,000 when the circumstances warrant.
- (b) Bid security shall be in an amount equal to at least 5% of the amount of the bid.
- (c) When the invitation for bids requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply only in a nonsubstantial manner with the security requirements.
- (d) If a bidder is permitted to withdraw a bid before award as provided in Section 2-336(f), no action shall be taken against the bidder or the bid security.

Sec. 2-357. Contract performance and payment bonds. [Ord. of 4-21-1998(2)]

- (a) When a construction contract is awarded in excess of \$50,000, the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract:
- (1) A performance bond satisfactory to the Finance Director executed by a surety company authorized to do business in Maine or otherwise secured in a manner satisfactory to the City Manager and Finance Director in an amount equal to 100% of the price specified in the contract; and
 - (2) A payment bond satisfactory to the Finance Director executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the City Manager and Finance Director for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in the amount equal to 100% of the price specified in the contract.
- (b) After notice to approval by the ~~City Manager~~ awarding authority defined under Sec. 2-348(g), the ~~Purchasing Agent may reduce~~ the amount of performance and payment bonds may be reduced to 50% of the contract price for each bond when a written determination is made that it is in the best interests of the City to do so.
- (c) Nothing in this section shall be construed to limit the authority of the City to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Subsection (a) of this section. Nor shall this section be construed to limit the authority of the City to require warranties or guarantees against defects where circumstances recommend them.

Sec. 2-358. Maximum practicable competition. [Ord. of 4-21-1998(2)]

All specifications shall be drafted to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs, and shall not be unduly restrictive. The policy enunciated in this section applies to all specifications including but not limited to, those prepared for the City by architects, engineer, designers and draftsmen.

Sec. 2-359. Brand name or equal specification. [Ord. of 4-21-1998(2)]

- (a) Brand name or equal specification may be used when the Purchasing Agent determines in writing that:
- (1) No other design or performance specification or qualified products list is available;
 - (2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (3) The nature of the product or the nature of the City's requirements makes use of a brand name or equal specification suitable for procurement; or
 - (4) Use of a brand name or equal specification is in the City's best interest.
- (b) Brand name or equal specifications shall seek to designate three, or as many different brands

as are practicable, as or equal references and shall further state that substantially equivalent products to those designated will be considered for award.

- (c) Where brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

Sec. 2-360. Brand name specification. [Ord. of 4-21-1998(2)]

- (a) Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Agent makes a written determination that only the identified brand name item or items will satisfy the City's needs.
- (b) The department head shall provide sufficient information to the Purchasing Agent ~~shall seek~~ to identify sources from which the designated brand name item(s) can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section ~~2-340~~2-352.

Sec. 2-361. Finance Committee may examine and order payments. [Ord. of 4-21-1998(2)]

The Finance Committee may examine every bill, claim and demand presented for payment by any person or department official and may question its legality and validity. The Finance Committee shall sign a warrant or order directed to the City Treasurer to pay such bill, claim or demand and designate the fund or appropriation to be charged therewith in accordance with the Charter.

Sec. 2-362. Signed statement required. [Ord. of 4-21-1998(2)]

The ~~City Auditor~~Finance Director is expressly enjoined and forbidden from approving any bill contracted by any official, agent or employee of the City unless the goods, articles or materials charged in the bill have been delivered and that they are of the quality and quantity ordered.

Sec. 2-363. Treasurer forbidden to pay or honor certain bills, warrants. [Ord. of 4-21-1998(2)]

- (a) The ~~Treasurer~~Finance Director is expressly enjoined and forbidden to pay any bill contracted by any official, agent or employee of the City unless an approved purchase order form is attached to each bill presented for payment.
- (b) The Treasurer is expressly forbidden to honor or pay any warrant drawn for the payment of moneys from the City treasury when the appropriation of the department to which such payment would properly be charged has been fully expended, or when such payment would overdraw such department's appropriation.