



**City of Biddeford**  
**Capital Projects / Operations Committee**

July 9, 2025 at 6:00 PM  
City Hall Council Chambers & Zoom

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Or call in by phone: +1 312 626 6799

Meeting ID: 946 4733 1652

Passcode: 036262

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1. Roll Call
  2. Adjustment(s) to Agenda
  3. Approval of Minutes
    - 3.a March 12, 2025 - Included
    - April 9, 2025 - Pending
    - April 30, 2025 - Pending
    - May 14, 2025 - Pending
    - June 11, 2025 - Included
  4. Old Business
    - 4.a FY26 Capital Projects Recommendations
      - 4.a BFD-FY26-CIP
      - 4.a BPD-FY26-CIP
      - 4.a DPW-FY26-CIP
      - 4.a ENG-FY26-CIP
      - 4.a WWTF-FY26-CIP
      - 4.a REC-FY26-CIP
      - 4.a BIA-FY26-CIP
      - 4.a WBS-FY26-CIP
  5. New Business

5.a Approval / Lease Renewal, St. Louis Alumni Association - J Richard Martin Community Center

5.b Review - Biddeford Municipal Airport Ground Leases

6. Adjourn



**City of Biddeford**  
**Capital Projects / Operations Committee**  
**Meeting Minutes**  
March 12, 2025 at 6:00 PM

Call to order: 6:04 PM

1. Roll Call

Councilor LaFountain (Chairperson) - Present  
Councilor Lessard - Present  
Councilor Ortiz - Excused  
Daniel Boucher - Present  
Dominic Deschambault - Present

2. Adjustment(s) to Agenda

None

3. Approval of Minutes from January 1, 2025

Motion to approve the minutes as presented.  
Motion by: Dominic Deschambault  
Seconded by: Councilor Lessard  
Vote: Unanimous in favor of the motion

4. Old Business

None

5. New Business

5.a Recreation Facilities Update

Discussion:

Chairperson LaFountain made notice that each department that manages one or more facilities will be presenting to the Committee. The departments queued up for upcoming meetings, in order, include the Fire Department (April 9), Police Department (April 30), Department of Public Works (May), as well as Biddeford Ice Arena, City Theater, and West Brook Skating Rink for future meetings. The reviews will be helpful as the Council considers the FY26 Budget.

Lisa Thompson, recreation director, introduced staff in attendance and provided an overview of the various needs for each of the buildings as listed on the memo provided to the Committee and shared pictures. The review started with the Community Center followed by Teen Center then there was a general review of the remaining facilities.

Questions:

- Dominic Deschambault - What is the future of the Teen Center? A: Thoughts include social club purposes, rental space, off season uses.
- Dominic Deschambault – What is the status of the Bathhouse at Pool Beach? A: There is a proposal for reconstruction being presented to Finance and Council next week. Director Thompson reviewed the general design. Access to the beach will remain the same.
- Dominic Deschambault -What is the status of the skate park and who does it fall under? A: There isn't currently a skate park. The skate park in general falls under the control of Recreation.
- Councilor Lessard – For the Bathhouse, he prefers a mens', womens' and gender neutral facilities to service all members of the community. Additionally, he suggests a larger discussion with Council to develop a long-term plan for facilities. He would consider using Kennedy School as the recreation center and give away the Community Center to a developer for housing. Kennedy School, or a new building on that site, would be a fully functional destination community center, noting also that a project of this nature would require a bond and that bonds are typically supported for recreation. It was also noted that the City has limited locations for recreation. Based on the presentation he suggest addressing the bathroom issue at the Community Center as a priority (missing tiles). He also suggests the Council prepare for a bond in November.
- Daniel Boucher – Observed that the City has never turned down a bond issue that addresses kids. If promoted properly it probably would be supported. It is a point of pride.
- Dominic Deschambault – Are there currently nine (9) facilities under Recreation's control? A: There are actually ten (10).
- Dominic Deschambault – If the City was to move away from the Community Center there should be provisions for a gymnasium due to its current use.
- Councilor Lessard – Provided comment that the bond would include all items such as but not limited to, skate park, recreation play items, pickleball, staff after hours day care. The day care would be an incentive for retaining staff. Need to get serious about it.
- Daniel Boucher – Who takes care of the St. Louis Field building? A: Public Works.
- Daniel Boucher – What about Waterhouse Field? A: That facility falls completely under the School Department.

- Chairperson LaFountain – Is there a prioritization for the needs?  
A: Whether the City moves to new building or not, there will still be a short-term need to provide a space that meets the needs of the community. The current horizon is 3-5 years, realistically. Pre-K enrollment is increasing, and the facility is currently undersized. Staff has been great and DPW has provided a lot of support but the building needs work.
- Councilor Lessard – Asked the Acting City Manager to calculate the impact of a bond of varying amounts. Also asked for general numbers on larger projects like the skate park.
- Daniel Boucher – Asked if there are any school bonds expiring? A: The Middle School Bond is expiring but the Primary School Bond is taking it's place.
- Chairperson LaFountain reviewed the deliverables for the next meeting:
  - Bond estimate
  - Timeline for November ballot
  - FY26 CIP (by April) meeting
- Director Thompson thanked the Committee for the discussion and noted that staff has been working hard to address specific issues so that there is no misperception that staff hasn't done anything to address the issues. The current packet list would be much longer otherwise. Noting it is an ongoing process to keep up with all the needs of the building.
- Chairperson LaFountain made notice that there will be two meetings in April - April 9 and April 30.

6. Adjourn 6:59 PM

Motion to adjourn.

Motion by: Daniel Boucher

Seconded by: Councilor Lessard

Vote: Unanimous in favor of the motion



**City of Biddeford**  
**Capital Projects / Operations Committee**  
**Meeting Minutes**  
June 11, 2025 at 6:00 PM

Call to order: 6:03 PM

**1. Roll Call**

Councilor LaFountain (Chairperson) - Present  
Councilor Lessard - Present  
Councilor Ortiz - Present  
Daniel Boucher - Present  
Dominic Deschambault - Excused

**2. Adjustment(s) to Agenda**

None

**3. Approval of Minutes – None available**

**4. Old Business**

None

**5. New Business**

**5.a Biddeford Ice Arena – Jim Mulligan, President, York County Ice Arena**

Discussion:

Michel Leveille, general manager, provided the committee with background on the facility and capital project needs. The needs included:

- \$25,000 – for façade work to improve the exterior of the facility.
- \$25,000 – for a deposit on a new Zamboni. The unit is about 30-years old. The Association will try to raise money for the total cost of the unit over 12-14 months.
- \$90,000 – funding to address the manifold below the floor. The current system reportedly leaks.
- \$750,000 to \$1,000,000 – needed to perform a solvent change and a complete replacement of the floor.
- Bleachers are a concern but not the priority. If the bleachers were to fail or fail an inspection it could result in shutting down the facility for approximately 3 months.

Councilor Ortiz asked for clarification on whether \$25,000 was needed for the façade work or the Zamboni. Mr. Leveille confirmed that each would be at \$25,000.

Councilor Lessard commented that the City has invested in sports fields recently and that the next locations for investment are the ice arena and former Kennedy School property for a destination recreation facility. He suggested starting a discussion on bonding and whether there would be individual bonds or one big bond. He also noted that he is in support of funding these projects.

Chairperson LaFountain commented that he is in support of advancing the bond discussion in July.

Mr. Leveille made note that there have been preliminary discussions with Cross Arena regarding a possible professional team and expansion of the facility for 12 months per year of operation.

Member Boucher commented that it may be worthwhile exploring a potential public private partnership.

Councilor Lessard reiterated that he believes the bond question should be fast tracked for this fall, considering a general recreation of \$35,000,000 (just offering a number).

Chairperson LaFountain indicated support for discussing bonding at the second meeting in July or through a workshop.

Member Boucher asked how the dollar value of the bond can be determined.

Councilor Lessard offered a list of potential projects highlighting that the bond discussion would define the general parameters from the bond amount based on selection from an available project list and if a specific list cannot be determined the community can also consider an “up to” amount. The important thing is to get this on the agenda striving for action versus perfection.

## **5.b Paving Projects FY2025**

Acting City Manager Phinney reviewed the general CIP calendar and funding highlighting the current budgeted allocation and impact the pending open audits are having on the CIP review process. Most notably that until there is more certainty regarding ending balances it will be difficult to accurately predict the available funds. As such, the recommendation is to allocate the CIP funds in three tranches – table paving and projects and approve the vehicle allocations so that the vehicles can be ordered. It was also noted that it is likely the final recommendation for the Project finding will be at the August 2025 meeting. He then turned the discussion over to Director Demers for a review of the paving projects.

Director Demers reviewed the FY25 projects that are pending and the general process that is used to determine priorities and overall project costs. The projects are Fox Hollow, Garden Drive, and Hill Street (West to Fall).

Councilor Lessard asked for clarification on the dollar amount proposed for paving projects in 2026. Director Demers indicated the amount is proposed at \$900,000.

Chairperson LaFountain clarified the total allocation for CIP, the proposed breakdown between paving, vehicles, and that the Council gave no direction on how the funds are allocated. The acting city manager has made a recommendation, but the Committee has discretion on final allocation with a recommendation to Council.

Councilor Lessard voiced support for the carryover and sufficient funds to ensure the projects move forward.

Motion to recommend to Council carry-over of \$800,000 in FY25 Paving Funds to FY26.

Motion by: Councilor Lessard

Seconded by: Member Boucher

Vote: Unanimous in favor of the motion

Motion to recommend to Council \$500,000 in FY26 CIP funds for FY26 related paving projects.

Motion by: Councilor Lessard

Seconded by: Councilor Ortiz

Vote: Unanimous in favor of the motion

### **5.c Approve FY26 Capital Recommendations for Vehicles**

Chairperson LaFountain reviewed the reference vehicle documents and asked Acting City Manager Phinney if there have been any changes since the last meeting.

Acting City Manager Phinney noted that there was a vehicle that dropped off the list in FY25 that does not appear on the FY26 list. This vehicle will be reviewed as part of the final allocation at a future meeting totaling \$422,300. Mr. Phinney reviewed the list referencing the vehicles for the general fund and the Wastewater Funds increasing \$47,386 in leases for the Wastewater Fund.

Chairperson LaFountain asked for clarification on the process of any FY25 project or vehicle work that is not completed by June 30<sup>th</sup>. Mr. Phinney noted that a review of unspent capital funds is performed with staff and a recommendation brought forward to either carry the funds forward or reallocate. Chairperson LaFountain requested that any carryover recommendation(s) include the reason(s) for not completing the project within the FY.

Chairperson LaFountain recommended alternative funding sources for the following vehicles:

- Marine Unit 202, \$80,000, be funded from the Mooring Fund surplus (Fund 202)
- Police Detective Vehicle, \$41,600, be funded from the Asset Forfeiture Funds (Fund 268)

Motion to recommend to Council \$300,700 in FY26 CIP funds for FY26 General Fund related vehicle purchases

Motion by: Councilor Ortiz

Seconded by: Councilor Lessard

Vote: Unanimous in favor of the motion

Motion to recommend to Council \$47,386 in FY26 CIP funds for FY26 Wastewater Fund related vehicle purchases

Motion by: Councilor Lessard

Seconded by: Member Boucher

Vote: Unanimous in favor of the motion

Chairperson LaFountain pointed out the complete list of CIP requests across all departments. He referenced the ability of the Committee to continue to review the list of items in anticipation of an upcoming meeting and the funding balance details.

Chairperson LaFountain asked the committee members if there is appetite to review and possibly recommend \$35,000 for a skate park feasibility study through the Recreation Department.

Councilor Lessard voiced general support for some level of engineering if it can be done in time for a bond request in November.

Member Boucher asked if the \$35,000 is intended to include some level design plans. Mr. Phinney indicated that the intent would be to have documents that allow bidding of the project.

Councilor Ortiz asked if it is realistic to expect the plans and funding estimate will be available for a November Bond. Mr. Phinney indicated that it is possible but unlikely that the process will produce information in time for the November Bond schedule.

Motion to recommend to Council \$35,000 in FY26 CIP funds for FY26 General Fund related projects to conduct a skate park feasibility study.

Motion by: Councilor Ortiz

Seconded by: Councilor Lessard

Vote: Unanimous in favor of the motion

#### **5.d Webpage Updates – Posting Capital Projects Information**

Chairperson LaFountain offered comment on a general proposal/request that the City consider creating a webpage that consolidates capital project details for the benefit of the public to better account for expenditures and benefits.

Member Boucher voiced support for the proposal and identified the general benefits to the public regarding increased awareness of how tax dollars are spent.

Councilor Ortiz also voiced general support for the proposal noting the benefits to future councils having access to historic CIP data without needing to manually sort through past agendas.

Acting City Manager Phinney also voiced support for the proposal with the caveat that the level of detail for the initial lists and scheduled be left to the discretion of the departments to ensure that data entry and schedule updates do not overshadow the ability to perform the actual work or establish unrealistic expectations for the public regarding the level of detail. Once a project is completed the general references can be converted to formal project pages. There was also reference to focusing on projects moving forward rather than trying to significantly backfill data on prior projects.

Chairperson LaFountain clarified that his expectations for the minimum amount of data would be the project reference, the approved cost, the actual cost and a project narrative.

#### **5.e Future Meeting Schedule and Agenda Items**

Chairperson LaFountain summarized earlier discussions indicating future topics should include a review of remaining capital funds and recommendations for funding additional paving, vehicles, or projects to include the level of detail previously discussed.

Chairperson LaFountain also asked if it is realistic to expect the recommendations from this meeting to be available in the form of Orders for the next meeting of the City Council. Mr. Phinney indicated that it can be done in the form of five Orders – an order addressing the Wastewater Fund, and Order for \$300,700 for vehicles, an order for the detective vehicle funding source, an Order for the Marine Unit (rescue boat) funding source, and an Order for the skate park feasibility study.

Councilor Lessard asked for clarification of how to go about obtaining a laptop for agenda review and council work vs. the iPad. There is a general preference for a 15-17” display screen. Mr. Phinney indicated that the request will be evaluated and funding identified.

6. Adjourn 7:47 PM

Motion to adjourn.

Motion by: Daniel Boucher

Seconded by: Councilor Lessard

Vote: Unanimous in favor of the motion



## Capital Projects / Operations Committee

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**Meeting Date:** July 9, 2025  
**Meeting Time:** 6:00 PM  
**Agenda Item No:** 4.a  
**Item Description:** FY26 Capital Projects Recommendations  
**Submitted By:** Brian S. Phinney, Acting City Manager

### **Supporting Information/Documentation:**

20250709 Capital Projects Operations Committee Running CIP Summary - REFERENCE

### **Key Terms:**

### **Executive Summary:**

Continuation of capital improvement project (CIP) recommendations. There are no new recommendations at this time due to ongoing work reconciling the various project balances.

### **Detailed Review:**

The FY26 Budget as approved included an allocation \$2,148,710 for FY26 CIP. This included \$20,000 moved from other funds and assigned to CIP. These funds will remain unallocated and assignment will be at the discretion of the Capital Projects/Operation Committee. This leaves a balance of \$2,128,710.

As determined by a Committee vote on June 11, 2025, the Committee assigned \$300,700 to FY26 CIP Vehicles, \$500,000 to FY26 CIP Paving, and \$35,000 FY26 CIP Projects.

As discussed at the June meeting, the outstanding balances are crucial to an accurate assessment of available funding. The reconciliation is ongoing and as such, there is no additional recommendation at this time. It is anticipated the final recommendation list will be available for the regular August meeting.

The full list of projects by department has been carried forward to assist with ongoing review.

### **Funding Source:**

N/A

**Staff Recommendation:**

There are no additional CIP allocation recommendations at this time.

**FY26 CIP - Capital Projects / Operations Committee Recommendation No. 1 - Summary**

Allocation Category	Preliminary Proposal	Committee Recommendation No. 1 (06/11/25)	Balance to be Allocated
Committee Discretion	\$ 20,000		\$ 20,000
Vehicles <sup>1</sup>	\$ 422,300	\$ 300,700	\$ 121,600
Paving	\$ 900,000	\$ 500,000	\$ 400,000
Project	\$ 806,410	\$ 35,000	\$ 771,410
Fund 001	\$ 2,148,710.00	\$ 835,700	\$ 1,313,010

<sup>1</sup>The Committee authorized the purchase of all recommended vehicles totaling \$422,300, with the following exceptions: Unit 213-Detective and Marine Unit 202-Rescue, be funded from Fund 268 and Fund 202, respectively. This leaves a balance of \$121,600.

Fund 268 -	\$41,600 for detective vehicle
Fund 202 -	\$80,000 for marine Unit 202 (rescue boat)
Fund 601 -	\$22,389 Lease pmt for 610 wastewater pump truck
Fund 601 -	\$25,000 Lease pmt for camera truck (new)

**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Fire Department
CIP NAME:	Aerial Tower Ladder Truck Replacement

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$2,300,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$2,300,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$2,300,000

**1. DESCRIPTION OF PROJECT** Replacement of the aerial tower ladder truck due to it's increased out of service time and continued increased cost of maintenance.

**2. NEED AND IMPACT OF PROJECT** Increased maintenance costs and reliability issues. A maintenance records report for the past 3 years shows Truck 32 has needed a little over \$34,000 in repairs. This does not include nearly \$19,000 in preventative maint. costs.

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** DPW and FD have a vehicle replacement plan in place. There is currently a 40-48 month delivery estimation from most manufacturers once the order has been placed.Truck 32 is going to have continued significant mechanical and operational issues which will most likely continue to cause additional out of service time and will be costly to repair.

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** N/A

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** Orginated with FD & DPW staff discussing the status of Truck 32's long-term future with regards to the mechanical and operational reliability. After much discussion, all agreed Truck 32 is going to have continued significant mechanical and operational issues which will most likely cause continued out of service time, will be costly to repair and needs to be moved-up in the Capital Project replacement process. It is not going to last as a long-term piece of apparatus. *Estimated costs from manufacturer and other purchases locally.*

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** N/A

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$2,300,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** Approval of this project will allow the ordering process to begin. Payments will most likely be in FY28. However, if funds were available earlier than FY28 and a stock or demo aerial tower ladder truck was available then this project could be moved-up.

**10. OTHER INFO:** 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$2,300,000	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$2,300,000	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Fire Department
CIP NAME:	FD Removal of Trees Central Fire Sta.

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$10,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$10,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$10,000

1. DESCRIPTION OF PROJECT	This request would provide funding to remove 12 large trees on the side of the Central Fire Station
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2. NEED AND IMPACT OF PROJECT	The trees have grown to the point they are causing issues with the Fire Station and infrastructure around it with leaf and moisture build-up along with branch overhang issues.
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	N/A
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	The project originated with FD staff facility needs evaluation; an estimate from a local vendor.
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$10,000	Fund through COB
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	N/A
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10. OTHER INFO:	N/A
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$10,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$10,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Fire Department
CIP NAME:	FD Tactical EMS Vests & Helmets

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$21,000
ESTIMATED COST FY2026	\$21,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$21,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Purchase tactical EMS vests to be used during an Active Shooter/Hostile Event Response (ASHER).
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2. NEED AND IMPACT OF PROJECT	The results of ASHER research has found that Fire/EMS can no longer "standby" and wait for the scene to be completely secured prior to making entry and treating victims. Nationwide, communities are facing an increasing
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Following the NFPA 3000 Standard for an Active Shooter/Hostile Event Response (ASHER) Program, the minimum level of BPE shall be a Level-III-A ballistic vest.
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	15 Tactical EMS vests & helmets and updated EMS ASHER response kit equipment.
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	This project originated with FD Command Staff's review of our current "warm zone EMS" operational capabilities and levels of protection for FD EMS providers. Estimates were obtained from BPE vendors.
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$21,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Based on the ever-changing types of threats and needs of EMS providers to be prepared for an ATE or ASE, the FD has determined that the level of protection must be improved for the FD EMS providers in an effort to better protect our members operating at ASHER incident.
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$21,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$21,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Fire Department
CIP NAME:	Standpipe Hose Pack & Equipment Repla

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-004
DEPARTMENT NUMBER	004
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$18,000
ESTIMATED COST FY2026	\$18,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$18,000
CITY SHARE FY2027-2030	\$

**1. DESCRIPTION OF PROJECT** This project replaces our current standpipe fire hose and pack systems. This includes the nozzles, hose, standpipe connection equipment, carry straps, and tool bag. A total of five (5) packs are needed for the department.

**2. NEED AND IMPACT OF PROJECT** The department needs to replace our current standpipe fire hose packs with a different type of hose that allows for improved operational efficiency through the use of new and smaller hose, which is more maneuverable, has less

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** This project relates to the overall operational effectiveness and evaluation of the department as outlined in the 2023 Center for Public Safety Management (CPSM) report.

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** Five (5) Standpipe hose packs including hose, nozzles, standpipe connection fittings & equipment, carrying straps, and tool bag for equipment.

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** The project originated through the members of the department conducting an operational efficiency and effectiveness evaluation of our current standpipe packs as compared to new and hose and equipment. The estimated costs for this project are from local vendors used by the FD

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** N/A

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$18,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** This project assists with the overall operational efficiency of the department when using standpipes both in the many commercial and residential buildings in the City. There are many new building construction and renovation projects being done in the City and many of these buildings include the use of standpipe systems for FD fire supression operations.

**10. OTHER INFO:** 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$18,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$18,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Fire Department
CIP NAME:	Marine Unit 202 Replacement

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-005
DEPARTMENT NUMBER	005
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$80,000
ESTIMATED COST FY2026	\$80,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$80,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	This project provides funding to replace the existing 1964, 60-year-old aluminum boat that does not meet the safety and rescue needs of our current water conditions.
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2. NEED AND IMPACT OF PROJECT	The 1964 aluminum boat is not stable enough or designed to allow rescuers to pull patients/victims from the water into the boat. On average the BFD responds to 12 incidents annually that necessitate the response of a marine unit.
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	The intent of this project is to replace Marine 202, the 1964 aluminum boat with a stable inflatable rigid hull type boat with a 115HP outboard motor. The boat would be on trailer and would be deployed as needed into the river either above or below the dams. This project is part of the FD CIP equipment replacement program.
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Boat, boat trailer, radios, GPS, other marine electronics, emergency lighting, search lighting.
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	This project originated with FD Command Staff's review of our current water rescue operational capabilities and level of safety for both the FD/Rescue/EMS providers and the victims and patients we are assisting.
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$80,000	Fund through COB
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	N/A
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10. OTHER INFO:	N/A
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$80,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$80,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Fire Department
CIP NAME:	Window Replacement Central Station- Ph

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-006
DEPARTMENT NUMBER	006
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$15,000
ESTIMATED COST FY2026	\$15,000
ESTIMATED COST FY2027-2030	\$40,000

CITY SHARE FY2026	\$15,000
CITY SHARE FY2027-2030	\$40,000

**1. DESCRIPTION OF PROJECT** Windows are 30+ years old, not efficient, and deteriorating. Phase 1 is the replacement of the "curtain windows" first seen from the outside on the second floor. Phase II and Phase III will occur in FY26 and FY27, respectively.

**2. NEED AND IMPACT OF PROJECT** Replacement will improve energy efficiency and prevent deterioration of the building from any potential water leaks.

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** Consistent with plan to perform regular building maintenance for extending the life of the building.

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** Includes stretcher and power loading unit for stretcher.

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** The project orginated with the FD staff evaluation of the facility needs and on-going plan to perform regular maintenance ahead of facility damage or failures. Estimates were obtained from Portland Glass. Project originated with request after fogging noted inside the panes of the windows. Phase 2 is for the bedrooms and gym area with Phase 3 the remainder of the building.

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** N/A

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$55,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** Phase 1 - \$15,000 for curtain windows. Estimates for Phase 2 - \$20,000 for bedrooms and gym area. Phase 3 - \$20,000 remainder of the building.

**10. OTHER INFO:** 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$15,000	\$20,000	\$20,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$15,000	\$20,000	\$20,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Fire Department
CIP NAME:	Eastern Fire & EMS Substation

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-007
DEPARTMENT NUMBER	007
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$10,000,000
ESTIMATED COST FY2026	\$4,000,000
ESTIMATED COST FY2027-2030	\$6,000,000

CITY SHARE FY2026	\$4,000,000
CITY SHARE FY2027-2030	\$6,000,000

1. DESCRIPTION OF PROJECT	Construction of Eastern Fire & EMS Station.
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2. NEED AND IMPACT OF PROJECT	The need for an Eastern Fire/EMS Substation is a project that was brought to the City Council in April of 2023. The new Station is needed to reduce fire and EMS response times to the Eastern area of the City. Response times to this
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	The Eastern Fire/EMS Substation Committee presented the group's findings at the April 18, 2023, City Council meeting. The Committee presented the need and identified the best geographical location for the Eastern Fire/EMS Substation which is in the Pool Street in the area of UNE/Newtown Road. Since that time, staff has worked on identifying and reviewing potential property sites that would meet the needs of the station. During this process, #16 Old Pool Road was identified as the preferred property site. This location was selected as the preferred site given the
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	New Personnel to staff the Station; Supplies and equipment required for the Station
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	The project originated with prior FD and City Staff, along with the Eastern Fire/EMS Substation Committee, and City Council. Cost estimates were obtained from the Context Architectural Firm.
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	BON-GO	BON-GO	100%	\$10,000,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	This project will most likely be conducted in phases with regards to arcitctural/engineering planning & work; followed by site work; followed by construction.
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$4,000,000	\$6,000,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$4,000,000	\$6,000,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Fire Department
CIP NAME:	Ambulance Replacement

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-008
DEPARTMENT NUMBER	008
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$490,000
ESTIMATED COST FY2026	\$85,000
ESTIMATED COST FY2027-2030	\$405,000

CITY SHARE FY2026	\$85,000
CITY SHARE FY2027-2030	\$405,000

**1. DESCRIPTION OF PROJECT** Purchase new ambulance to replace the oldest in the fleet.

**2. NEED AND IMPACT OF PROJECT** Due to the estimated 36-month delivery time, the oldest ambulance will be 10-11 years old. Initial replacement project, put in place by DPW, was 9 years. This is approximately 2 years beyond the project plan.

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** DPW had a replacement program in place which makes the oldest ambulance 9 years old. The 2023 Center for Public Safety Management (CPSM) report also suggested a replacement plan be in place using this time frame.

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** Includes stretcher and power loading unit for stretcher.

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** Project originated with the vehicle replacement program established by DPW and FD. Estimates were obtained from manufacturer.

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** N/A

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$490,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** Approval of this project will allow the ordering process to begin. Payments will most likely be in FY27 -FY28, but the chassis could arrive in late FY26 and payment of the chassis cost at that time save interest accrual. The current order to delivery time for a new ambulance is approximately 3 years.

**10. OTHER INFO:** 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$85,000	\$405,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$85,000	\$405,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Fire Department
CIP NAME:	Connex Boxes for Training

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-009
DEPARTMENT NUMBER	009
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$10,000
ESTIMATED COST FY2026	\$10,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$10,000
CITY SHARE FY2027-2030	\$

**1. DESCRIPTION OF PROJECT** Purchase three (3) connex metal shipping containers to be used for Fire/Rescue training All Hazard training, and technical rescue training. The containers will be assembled in a manner that simulates buildings ranging from

**2. NEED AND IMPACT OF PROJECT** Safe, affordable, realistic training is imperative to building and maintaining fire/rescue personnel's knowledge, skills, and abilities. The increase in call volume directly correlates to the increase of diverse emergencies being encountered.

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** An effective fire department training program was identified as part of the 2023 CPSM report. The training program must cover all the essential elements of the department's core mission and responsibilities. The level of training or education required varies with the jobs performed. The program must include an appropriate combination of technical/didactic training and manipulative or hand-on/practical evolutions and training assessment to gauge the effectiveness of these trainings and operational readiness.

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** Three (3) connex metal shipping containers to be used for Fire/Rescue training All Hazard training, and technical rescue training. Tentatively the three containers could be located on City owned property at Andrews Road.

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** Project was presented jointly amongst the administration of the fire department based on an operational needs assessment of the Department and information from the CPSM report. Deputy Thorpe contacted a supplier of Connex containers and was given a price for the shipping containers including delivery.

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** N/A

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$10,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** N/A

**10. OTHER INFO:** 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$10,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$10,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Fire Department
CIP NAME:	Central Sta. 1st Floor Bathroom Renovati

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-010
DEPARTMENT NUMBER	010
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$80,000
ESTIMATED COST FY2026	\$80,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$80,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Central Station 1st Floor Bathroom Renovation. This project will renovate both 1st floor bathrooms.
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2. NEED AND IMPACT OF PROJECT	Both 1st floor bathrooms are in need of full renovations including toilets, sinks, vanities, flooring and wall coverings.
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Consistent with plan to perform regular building maintenance for extending the life of the building.
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	The project orginated with the FD staff evaluation of the facility needs and on-going plan to perform regular maintenance ahead of facility damage or failures. Estimate is based on prior quotes/estimates for this project.
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$80,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	N/A
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$80,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$80,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Fire Department
CIP NAME:	Rescue Air Bags Replacement

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-011
DEPARTMENT NUMBER	011
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$14,000
ESTIMATED COST FY2026	\$14,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$14,000
CITY SHARE FY2027-2030	\$

**1. DESCRIPTION OF PROJECT** Replace thirteeen (13) rescue aig bags. The air bags are high pressure air and used to lift heavy objects/equipment off trapped or entangled victims. The air bags have a 15 year life expectancy by Mfg. standards.

**2. NEED AND IMPACT OF PROJECT** The thirteen (13) rescue air bags are either beyond 15 years old or will become 15 years old in 2025. By Mfg. standards the air bags deteriorate over time (rubber) which can cause failure during operations

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** This project is part of the regular replacement cycle plan that we are working on establishing for the FD. We have identified various tools and equipment that need to be put on a regular maintenance and replacement cycle to assist with future planning and budgeting.

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** Thirteen (13) high pressure rescue air bags. Varying sizes and lifting capacities (tons).

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** The project originated with the FD staff reviewing all equipment replacement life cycles. The estimated costs were obtained from a vendor.

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** N/A

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$14,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** 0

**10. OTHER INFO:** 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$14,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$14,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Fire Department
CIP NAME:	FD-Brick Masonary Restoration- South er

CIP NUMBER: (DEPT-YR-#)	BFD-FY26-012
DEPARTMENT NUMBER	012
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$25,000
ESTIMATED COST FY2026	\$25,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$10,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	This request would provide funding for exterior brick repair on the south side of the station. This work would be in conjunction with tree work.
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2. NEED AND IMPACT OF PROJECT	The trees have grown to the point they are causing issues with the Fire Station and infrastructure around it with leaf and moisture build-up along with branch overhang issues contributing to masonry damage.
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	N/A
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	The project originated with FD staff facility needs evaluation; an estimate from a local vendor.
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Tree trimming & removal
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$25,000	Fund through COB
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Propose brick work/repair to prevent further brick/mortar deterioration
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10. OTHER INFO:	N/A
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$25,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$25,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Police Department
CIP NAME:	CAD/RMS System

CIP NUMBER: (DEPT-YR-#)	BPD-FY26-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$500,000
ESTIMATED COST FY2026	\$500,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$500,000
CITY SHARE FY2027-2030	\$

**1. DESCRIPTION OF PROJECT** Replacement of legacy product IMC computer aided dispatch and records management system. This legacy product is set to expire in 2026 and will no longer be supported by parent company Central Square.

**2. NEED AND IMPACT OF PROJECT** System manages communications dispatching & records management for police, fire and EMS services. System is a unified platform, enabling coordinated response and info sharing between agencies, disciplines and municipalities.

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** 0

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** 0

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** Cost estimate was supplied by Central Square.

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** 0

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$500,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** 0

**10. OTHER INFO:** 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$500,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$500,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Police Department
CIP NAME:	Interview Rooms recording equipment

CIP NUMBER: (DEPT-YR-#)	BPD-FY26-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$41,584
ESTIMATED COST FY2026	\$41,584
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$41,584
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Replacement of WatchGuard recording equipment for agencies 4 interview rooms.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Complete integration with our current WatchGuard body camera system. There is no need for additional server or storage repositories. The existing system was purchased and went online in 2017.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Cost estimates were obtained through Motorola to which WatchGuard is a subsidiary.
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$41,583	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Existing system was placed online in 2017 and will soon be a end of life product.
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$41,584	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$41,584	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Police Department
CIP NAME:	Building Structural Review-Update

CIP NUMBER: (DEPT-YR-#)	BPD-FY26-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Structural review of the police department structure located at 39 Alfred Street, Biddeford.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	The building housing the police department was originally built in 1916 and was remodeled in 1978 to become what is now known as the location for the Biddeford Police Department.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	0
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Police Department
CIP NAME:	Exacq Server Replacement

CIP NUMBER: (DEPT-YR-#)	BPD-FY26-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$32,793
ESTIMATED COST FY2026	\$32,793
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$32,793
CITY SHARE FY2027-2030	\$

**1. DESCRIPTION OF PROJECT** Replacement of existing server that houses all citywide cameras. Current server is five plus years old with not enough storage for the cities 49 functional cameras. Current video retention is at most 29 days.

**2. NEED AND IMPACT OF PROJECT** The existing server is aging and retention of video is at most 29 days. Moving to the Exacq 96 TB server would triple the retention period, better serving the needs of the city.

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** 0

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** 0

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** 0

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** 0

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$32,793	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** 0

**10. OTHER INFO:** 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$32,793	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$32,793	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Public Works
CIP NAME:	3-Recycling 30 Yard Roll-Off Container

CIP NUMBER: (DEPT-YR-#)	DPW-FY26-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$56,925
ESTIMATED COST FY2026	\$18,975
ESTIMATED COST FY2027-2030	\$37,950

CITY SHARE FY2026	\$18,975
CITY SHARE FY2027-2030	\$37,950

1. DESCRIPTION OF PROJECT	New recycling Dumpster 30 yard can
---------------------------	------------------------------------

2. NEED AND IMPACT OF PROJECT	Cans are beyond expected life. Replace cans over a three year period.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Through yearly inspections. Cost through vendor.
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$18,975	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$18,975	\$18,975	\$18,975	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$18,975	\$18,975	\$18,975	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Public Works
CIP NAME:	4-City-Wide Sidewalks

CIP NUMBER: (DEPT-YR-#)	DPW-FY26-004
DEPARTMENT NUMBER	004
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$487,500
ESTIMATED COST FY2026	\$97,500
ESTIMATED COST FY2027-2030	\$390,000

CITY SHARE FY2026	\$97,500
CITY SHARE FY2027-2030	\$390,000

1. DESCRIPTION OF PROJECT	Sidewalk repair throughout city as needed.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Public safety
-------------------------------	---------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	NA
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$91,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	NA
--	----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Per paving program
---	--------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	NA
---	----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	70%	\$91,000	0
	GRA-FED	CDBG	30%	\$39,000	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$97,500	\$97,500	\$130,000	\$130,000	\$130,000	\$130,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$97,500	\$97,500	\$130,000	\$130,000	\$130,000	\$130,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Public Works
CIP NAME:	5-Auto Gate

CIP NUMBER: (DEPT-YR-#)	DPW-FY26-005
DEPARTMENT NUMBER	005
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$45,000
ESTIMATED COST FY2026	\$45,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$45,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Put auto gate on Bus entrance side.
---------------------------	-------------------------------------

2. NEED AND IMPACT OF PROJECT	Security
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$35,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Talking with Jeremy Ray. School Department willing to help with some cost of project (70%).
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	30%	\$13,500	0
	SCH	School	70%	\$31,500	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$45,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$45,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Public Works
CIP NAME:	6-Large Overhead Garage Doors

CIP NUMBER: (DEPT-YR-#)	DPW-FY26-006
DEPARTMENT NUMBER	007
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$115,000
ESTIMATED COST FY2026	\$37,500
ESTIMATED COST FY2027-2030	\$150,000

CITY SHARE FY2026	\$37,500
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT: Replace overhead doors through the public works facility.

2. NEED AND IMPACT OF PROJECT: Doors are 30 years old.

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: 0

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$35,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: 0

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: Quotes through Commercial garage door company. Plan to replace three (3) doors per year over the next four (4) years.

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: 0

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$150,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): Start replacing 3 doors yearly before they all need replacement at sime time.

10. OTHER INFO: 0

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$37,500	\$37,500	\$37,500	\$37,500	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$37,500	\$37,500	\$37,500	\$37,500	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Public Works
CIP NAME:	7-GPS Radios-Update

CIP NUMBER: (DEPT-YR-#)	DPW-FY26-007
DEPARTMENT NUMBER	008
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$165,000
ESTIMATED COST FY2026	\$165,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$165,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	GPS for Vehicles through radio system
---------------------------	---------------------------------------

2. NEED AND IMPACT OF PROJECT	Will allow city to not pay for cell service for the vehicles
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	N/A
---	-----

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$35,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Through the new radio project these were taken out of the orignal pricing to bring down the total cost of project.
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$165,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$165,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$165,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Public Works
CIP NAME:	8-DPW Washbay Upgrade

CIP NUMBER: (DEPT-YR-#)	DPW-FY26-008
DEPARTMENT NUMBER	008
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$75,000
ESTIMATED COST FY2026	\$37,500
ESTIMATED COST FY2027-2030	\$37,500

CITY SHARE FY2026	\$37,500
CITY SHARE FY2027-2030	\$37,500

1. DESCRIPTION OF PROJECT	Replace existing Pressure washer/Lights/Door
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Keep salt off vehicles and equipment for longer life.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$35,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Estmate by vendors
---	--------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	All departments use wash bay.
---	-------------------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$165,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Life span of equipment
---	------------------------

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$37,500	\$37,500	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$37,500	\$37,500	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Public Works
CIP NAME:	Addition to salt shed

CIP NUMBER: (DEPT-YR-#)	DPW-FY26-9
DEPARTMENT NUMBER	9
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$50,000
ESTIMATED COST FY2026	\$50,000
ESTIMATED COST FY2027-2030	\$50,000

CITY SHARE FY2026	\$50,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT: Storage for winter equipment during start of Spring of year.

2. NEED AND IMPACT OF PROJECT: Help equipment see longer life. Weather in spring summer and fall lessions life of equipment.

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: None

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: City staff and quotes.

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: Annual program submittal by staff.

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: None

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
0	0	100%	\$50,000	
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): see #2 above

10. OTHER INFO: 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$50,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$50,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Public Works
CIP NAME:	1-Vehicle Maintenance 5 Year Vehicle/Equ

CIP NUMBER: (DEPT-YR-#)	DPW-FY26-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$9,845,000
ESTIMATED COST FY2026	\$4,057,000
ESTIMATED COST FY2027-2030	\$5,788,000

CITY SHARE FY2026	\$4,057,000
CITY SHARE FY2027-2030	\$5,788,000

1. DESCRIPTION OF PROJECT	5 year vehicle/equipment replacement program
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2. NEED AND IMPACT OF PROJECT	Replacing vehicles per their lifecycle
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	15 year CIP replacement program
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$87,000	\$108,000	\$379,000	\$265,000	\$380,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	NA
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Factory recommended lifecycle and price was obtained by staff
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Includes all City Departments
---	-------------------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	LEAS	0	100%	\$	Likely convert to lease
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Replacement of vehicles/equipment before they become unreliable and nonfunctional.
---	--

10. OTHER INFO:	Previous 5 years were lease purchase on the large purchases and full payment on cars and pickups.
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$985,000	\$4,057,000	\$2,855,000	\$1,970,000	\$523,000	\$440,000
NON CITY SHARE	\$184,000	\$	\$	\$	\$	\$
CITY SHARE	\$985,000	\$4,057,000	\$2,855,000	\$1,970,000	\$523,000	\$440,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Public Works
CIP NAME:	2-Street Maintenance - Capital Paving Pro

CIP NUMBER: (DEPT-YR-#)	DPW-FY26-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$6,500,000
ESTIMATED COST FY2026	\$2,000,000
ESTIMATED COST FY2027-2030	\$4,500,000

CITY SHARE FY2026	\$1,800,000
CITY SHARE FY2027-2030	\$3,750,000

1. DESCRIPTION OF PROJECT: Resurfacing of approximately 6 miles of roadway

2. NEED AND IMPACT OF PROJECT: Maintaining road surface conditions helps reduce deterioration of the structural base of the road, minimizes future repair costs and improves ride ability

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: Capital paving program

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$561,879	\$500,000	\$388,547	\$470,052	\$750,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: Consultants, contractors

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: Annual program submittal by staff.

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: Generally try to coordinate with CSO Program to perform excavation work prior to paving.

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	82%	\$1,541,250	
GRA-ST	GRA-ST	18%	\$333,750	State local roads assistance
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): see #2 above

10. OTHER INFO: 82.2%/17.8% Ratio Estimate

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$868,331	\$2,000,000	\$1,500,000	\$1,500,000	\$1,500,000	\$
NON CITY SHARE	\$184,000	\$200,000	\$250,000	\$250,000	\$25,000	\$
CITY SHARE	\$684,331	\$1,800,000	\$1,250,000	\$1,250,000	\$1,250,000	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	1-PACTS 2023 Complex Project - Alfred S

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$1,750,000
ESTIMATED COST FY2026	\$50,000
ESTIMATED COST FY2027-2030	\$1,700,000

CITY SHARE FY2026	\$50,000
CITY SHARE FY2027-2030	\$1,700,000

1. DESCRIPTION OF PROJECT	\$50K local match PDR due. Complete streets sidewalk upgrades. Main Street to Washington Street
---------------------------	---

2. NEED AND IMPACT OF PROJECT	2025 PACTS PDR; Safe Streets for All (SSFA) project
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	SS4A/Complete Streets/CSO Master Plan
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4. YEARS PREVIOUSLY ON THE BIDDICIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$ -	\$ -	\$ -	\$ -	\$ -

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff/DOT
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$ 0	
	GRA-OTHER	DOT/PACTS	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$50,000	\$1,700,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$50,000	\$1,700,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	2-DOT Route 1/Elm Street Master Plan -

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$1,800,000
ESTIMATED COST FY2026	\$900,000
ESTIMATED COST FY2027-2030	\$900,000

CITY SHARE FY2026	\$900,000
CITY SHARE FY2027-2030	\$900,000

1. DESCRIPTION OF PROJECT	DOT project with local match requirements. Elm Street/Route 1 Master Plan Upgrades
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Complete Streets/Traffic Impacts
-------------------------------	----------------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Planning
---	----------

4. YEARS PREVIOUSLY ON THE BIDDICIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Planning
---	----------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Planning
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	%	\$	0
	GRA-OTHER	DOT/PACTS	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$900,000	\$900,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$900,000	\$900,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	3-General Asphalt Repaving - Storm Sepa

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$4,000,000
ESTIMATED COST FY2026	\$1,200,000
ESTIMATED COST FY2027-2030	\$2,800,000

CITY SHARE FY2026	\$1,200,000
CITY SHARE FY2027-2030	\$2,800,000

**1. DESCRIPTION OF PROJECT** Every storm/sewer project requires repaving, which isn't included in PW's annual capital paving budget. The City also has match requirements for various DOT/PACTS/MPI paving projects (\$347.4k 2025 UPI; \$400k 2026 MPI)

**2. NEED AND IMPACT OF PROJECT** Roads are ripped up during sewer separation projects and require repaving; funding is always an afterthought

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** CSO Master Plan

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** 0

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** Staff

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** 0

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$ 0	
GRA-OTHER	PACTS	%	\$ 0	
0	0	%	\$ 0	
0	0	%	\$ 0	
0	0	%	\$ 0	

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** 0

**10. OTHER INFO:** 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$700,000	\$1,200,000	\$700,000	\$700,000	\$700,000	\$700,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$700,000	\$1,200,000	\$700,000	\$700,000	\$700,000	\$700,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	4-General Utility/Road Construction Repa

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-004
DEPARTMENT NUMBER	004
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$5,000,000
ESTIMATED COST FY2026	\$1,000,000
ESTIMATED COST FY2027-2030	\$4,000,000

CITY SHARE FY2026	\$1,000,000
CITY SHARE FY2027-2030	\$4,000,000

1. DESCRIPTION OF PROJECT	City-wide utility and storm drain repairs/improvements (Non-CSO projects); this covers unexpected construction costs (i.e. Acorn collapsed sewer)
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Public Works and the Wasterwater Department are required to maintain all stormwater infrastructure within the urbanized area (MS4 Permit requirement); construction funds needed
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	5-General Engineering Design/Inspection

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-005
DEPARTMENT NUMBER	005
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$500,000
ESTIMATED COST FY2026	\$100,000
ESTIMATED COST FY2027-2030	\$400,000

CITY SHARE FY2026	\$100,000
CITY SHARE FY2027-2030	\$400,000

1. DESCRIPTION OF PROJECT	Engineering design and construction administration for City-wide construction projects (Non-CSO Master Plan)
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Need professional consultants to design and inspect complex projects
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Consultants, contractors
--	--------------------------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	6-General Sidewalk Replacement - Storm

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-006
DEPARTMENT NUMBER	006
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$1,750,000
ESTIMATED COST FY2026	\$350,000
ESTIMATED COST FY2027-2030	\$1,400,000

CITY SHARE FY2026	\$350,000
CITY SHARE FY2027-2030	\$1,400,000

1. DESCRIPTION OF PROJECT	Sidewalks are expensive and are ripped up during every sewer separation project, with no budget to replace them while the road is under construction. This is above what is in PW's annual sidewalk budget.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Sidewalk replacement/repair is always an afterthought; funds needed to replace damaged sidewalks during sewer separation projects
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	CSO Master Plan
---	-----------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	7-General City-Wide ADA Sidewalk Impr

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-007
DEPARTMENT NUMBER	007
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$2,000,000
ESTIMATED COST FY2026	\$400,000
ESTIMATED COST FY2027-2030	\$1,600,000

CITY SHARE FY2026	\$400,000
CITY SHARE FY2027-2030	\$1,600,000

1. DESCRIPTION OF PROJECT: City-wide ADA sidewalk improvements.

2. NEED AND IMPACT OF PROJECT: DAC Assessment Report

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: DAC Report

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: 0

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: Staff

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: 0

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$ 0	
0	0	%	\$ 0	
0	0	%	\$ 0	
0	0	%	\$ 0	
0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): 0

10. OTHER INFO: 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	8-General Crosswalk Upgrades

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-008
DEPARTMENT NUMBER	008
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$250,000
ESTIMATED COST FY2026	\$50,000
ESTIMATED COST FY2027-2030	\$200,000

CITY SHARE FY2026	\$50,000
CITY SHARE FY2027-2030	\$200,000

1. DESCRIPTION OF PROJECT	Various crosswalks throughout the City require replacement
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Pedestrian safety
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	9-Andrews Road/Rt 111 - Sidewalk/Signa

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-009
DEPARTMENT NUMBER	009
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$750,000
ESTIMATED COST FY2026	\$250,000
ESTIMATED COST FY2027-2030	\$500,000

CITY SHARE FY2026	\$250,000
CITY SHARE FY2027-2030	\$500,000

1. DESCRIPTION OF PROJECT	Sidewalk along Rte 111 & crosswalk to Biddeford crossing; a signalized intersection will be warranted at Andrews Road once Devine Capital's apartments are constructed
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Pedestrian safety and future traffic assessment
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Devine Capital Andrews Road project
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$250,000	\$	\$500,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$250,000	\$	\$500,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	10-Public Works Buildout - EMA/Engineer

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-010
DEPARTMENT NUMBER	010
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$50,000
ESTIMATED COST FY2026	\$50,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$50,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT: Engineering works directly under/with Public Works but is currently located in City Hall, causing inefficiencies. A small buildout at Public Works is highly recommended.

2. NEED AND IMPACT OF PROJECT: Department operations/efficiency

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: 0

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: 0

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: Staff

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: 0

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$ 0	
GRA-OTHER	EMA	%	\$ 0	
0	0	%	\$ 0	
0	0	%	\$ 0	
0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): 0

10. OTHER INFO: 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$50,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$50,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	11-Lincoln Street Electrical Loop - Elm St

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-011
DEPARTMENT NUMBER	011
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$200,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$200,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$200,000

1. DESCRIPTION OF PROJECT	Finalize CMP electrical loop for Pearl Street; run power from Elm Street, down Lincoln Street, to Pearl Street
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Electrical utility connection needed
-------------------------------	--------------------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Pearl Street Reconstruction Project
---	-------------------------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff/CMP
---	-----------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$200,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$200,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	12-Western Avenue Storm Rehabilitation

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-012
DEPARTMENT NUMBER	012
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$300,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$300,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$300,000

1. DESCRIPTION OF PROJECT	Additional repairs to the failing single-walled HDPE storm drain within Western Avenue (i.e. one of the largest storm pipes in the City)
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Existing storm drain within Western Ave will require additional repairs
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	MS4 stormwater permit
---	-----------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$300,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$300,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	13-Connect 2045 Projects/SS4A Projects

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-013
DEPARTMENT NUMBER	013
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$1,000,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$1,000,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Large DOT grants Planning has applied for
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Complete Streets/Traffic Impacts
-------------------------------	----------------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Planning
---	----------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Planning
---	----------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Planning
---	----------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	20%	\$200,000	0
	GRA-OTHER	DOT/PACTS	80%	\$800,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$1,000,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$800,000	\$	\$	\$
CITY SHARE	\$	\$	\$200,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	14-Saco River Pedestrian Bridge (QC)

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-014
DEPARTMENT NUMBER	014
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$8,000,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$8,000,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Pedestrian bridge from Pearl Point Park to Saco
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Master Plan
-------------------------------	-------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Master Plan
---	-------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Planning
---	----------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Planning
---	----------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	10%	\$800,000	0
	GRA-OTHER	DOT/PACTS	80%	\$6,400,000	0
	0	0	10%	\$800,000	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$8,000,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$7,200,000
CITY SHARE	\$	\$	\$	\$	\$	\$800,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	15-Riverwalk Project - Pearl Street to Lac

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-015
DEPARTMENT NUMBER	015
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$3,000,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$3,000,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Wright-Pierce's Riverwalk design along Saco River
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Riverwalk master plan
-------------------------------	-----------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Master Plan
---	-------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$3,000,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$3,000,000	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$3,000,000	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	16-River Wall Repair - Mechanics Park (C

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-016
DEPARTMENT NUMBER	016
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$1,000,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$1,000,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Repair/replace river wall along Mechanics Park
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Existing riverwall is failing in this location
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$1,000,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$1,000,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$500,000	\$	\$
CITY SHARE	\$	\$	\$	\$500,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	17-River Wall Repair - Zanton Property (n

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-017
DEPARTMENT NUMBER	017
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Granite blocks missing in river near Saco Falls Way/Pearl Street
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Existing riverwall is failing in this location
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	18-South Street/Waterworks Drive Sidewalk

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-018
DEPARTMENT NUMBER	018
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$255,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$255,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Complete Streets (sidewalks/bike lanes) adjacent to Hidden Hills development
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Complete Streets/Traffic Impacts
-------------------------------	----------------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Planning
---	----------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Planning
---	----------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Planning
---	----------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$225,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$225,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$225,000
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	19-Washington Street - Crosswalks/Lights

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-019
DEPARTMENT NUMBER	019
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$500,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$500,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$500,000

1. DESCRIPTION OF PROJECT	Urban streetscape/sidewalk upgrade project
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Old, existing sidewalks
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Downtown improvements
---	-----------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$500,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$500,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	20-Alfred Street Phase II - Sidewalks

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-020
DEPARTMENT NUMBER	020
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$500,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$500,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$500,000

1. DESCRIPTION OF PROJECT	Urban streetscape/sidewalk upgrade project
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2. NEED AND IMPACT OF PROJECT	Old, existing sidewalks
-------------------------------	-------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Downtown improvements
---	-----------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
---	-------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$500,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$500,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	21-Adams Street - Sidewalks

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-021
DEPARTMENT NUMBER	021
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$200,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$200,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$200,000

1. DESCRIPTION OF PROJECT	Urban streetscape/sidewalk upgrade project
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2. NEED AND IMPACT OF PROJECT	Old, existing sidewalks
-------------------------------	-------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Downtown improvements
---	-----------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$200,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$200,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	22-Thatcher Brook Watershed Mgt Plan -

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-022
DEPARTMENT NUMBER	022
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$100,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$100,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$100,000

1. DESCRIPTION OF PROJECT	New Thatcher Brook Watershed Management Plan
---------------------------	--

2. NEED AND IMPACT OF PROJECT	To address and improve water quality in Thatcher Brook watershed
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Existing Thatcher Brook WMP
---	-----------------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Existing Thatcher Brook WMP
---	-----------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$ 0	
	GRA-OTHER	DEP	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$100,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$100,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	23-Vines Landing - Harbor Access/Boat L

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-023
DEPARTMENT NUMBER	023
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$400,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$400,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$400,000

1. DESCRIPTION OF PROJECT	Reconstruct boat launch at Vines Landing
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Existing launch area is in poor condition, commercial fisherman use launch site and need access improved
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Public
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$400,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$400,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Engineering
CIP NAME:	24-West Brook Skating Area Improvermen

CIP NUMBER: (DEPT-YR-#)	ENG-FY26-024
DEPARTMENT NUMBER	024
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$1,400,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$1,400,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Repair/Reconstruct berm along West Brook to protect skating area
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Existing berm is eroding and is in very poor condition
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Consultants, volunteers, donations, ACOE construction/contractors
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Public
---	--------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	50%	\$700,000	0
	GRA-OTHER	USACE	50%	\$700,000	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$1,400,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$1,400,000
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Climate Resiliency/Adaptation

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$125,000
ESTIMATED COST FY2026	\$25,000
ESTIMATED COST FY2027-2030	\$100,000

CITY SHARE FY2026	\$5,000
CITY SHARE FY2027-2030	\$100,000

1. DESCRIPTION OF PROJECT	Perform study and needed changes for climate impacts on sewer infrastructure
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Continued increase of high tides and extreme weather events. This info is needed to support any future sewer projects in flood planes.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Climate Action Plan
---	---------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Costs for study from surrounding communities
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	All sewer/storm related projects
---	----------------------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	Grant	DEP	80%	\$20,000	Possible CAP study grant available
	COB	COB	20%	\$5,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Weather data and flows show trend of increased intense precipitation. CSO, capacity limitations, and an aging sewer system are resulting in many high priority projects.
---	--

10. OTHER INFO:	\$25,000 for study. \$100,000 as a place holder for projects following study recommendation. Actual costs unknown until study is completed. CIP will be updated as data becomes available.
-----------------	--

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$25,000	\$100,000	\$	\$	\$
NON CITY SHARE	\$	\$20,000	\$	\$	\$	\$
CITY SHARE	\$	\$5,000	\$100,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	CSO Masterplan Projects (Additional)

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-025
DEPARTMENT NUMBER	025
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$12,400,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$8,709,064

**1. DESCRIPTION OF PROJECT** Additional separation and storm water expansion projects that are not currently part of the CSO Master Plan, but that DEP would like to see included.

**2. NEED AND IMPACT OF PROJECT** Continued sewer separation work to reduce CSO volumes and increase capacity.

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** CSO Master Plan Phase III

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** 0

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** Consultants

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** Stormwater/Engineering

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
Grant	DEP	30%	\$1,333,020	Estimated DEP match
CoB	CoB	70%	\$3,110,380	City Match
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** Required to comply with CSO Master Plan (dependent upon final terms of pending DEP Consent Agreement)

**10. OTHER INFO:** For details, refer to list of projects in the draft CSO Master Plan

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$12,400,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$3,720,000
CITY SHARE	\$	\$	\$	\$	\$	\$8,680,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Private Consultant Design Services

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$1,000,000
ESTIMATED COST FY2026	\$100,000
ESTIMATED COST FY2027-2030	\$400,000

CITY SHARE FY2026	\$100,000
CITY SHARE FY2027-2030	\$400,000

1. DESCRIPTION OF PROJECT	Engineering for sewer capacity projects for design ahead of construction.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Services to support all future sewer projects (excluding CSO Masterplan)
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	CSO Master Plan Phase III
---	---------------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
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7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Stormwater/Engineering
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	100%	\$100,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Needed to continue to develop and plan for separation projects. Actual expenses dependent upon final CSO Consent Agreement.
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Sewer Pipe Rehab

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-004
DEPARTMENT NUMBER	004
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$3,500,000
ESTIMATED COST FY2026	\$350,000
ESTIMATED COST FY2027-2030	\$1,400,000

CITY SHARE FY2026	\$350,000
CITY SHARE FY2027-2030	\$1,400,000

1. DESCRIPTION OF PROJECT	Sewer pipe rehabilitation and/or replacement
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Upkeep and repairs of infrastructure
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Fiscal Sustainability Plan
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor Quotes
---	---------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$350,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Recommend consistent investment in infrastructure rehab/replacement
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10. OTHER INFO:	Possible funding assistance from DEP
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$350,000	\$350,000	\$350,000	\$350,000	\$1,750,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$350,000	\$350,000	\$350,000	\$350,000	\$1,750,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Force Main Replacement

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-005
DEPARTMENT NUMBER	005
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$2,000,000
ESTIMATED COST FY2026	\$200,000
ESTIMATED COST FY2027-2030	\$800,000

CITY SHARE FY2026	\$200,000
CITY SHARE FY2027-2030	\$800,000

1. DESCRIPTION OF PROJECT	Force main replacement
---------------------------	------------------------

2. NEED AND IMPACT OF PROJECT	Upkeep and repairs of infrastructure
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Fiscal Sustainability Plan
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$200,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Recommend consistent investment in infrastructure rehab/replacement
---	---

10. OTHER INFO:	Possible funding assistance from DEP
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Manhole Rehab

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-006
DEPARTMENT NUMBER	006
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$1,000,000
ESTIMATED COST FY2026	\$100,000
ESTIMATED COST FY2027-2030	\$400,000

CITY SHARE FY2026	\$100,000
CITY SHARE FY2027-2030	\$400,000

1. DESCRIPTION OF PROJECT	Sewer manhole rehabilitation
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2. NEED AND IMPACT OF PROJECT	Upkeep and repairs of infrastructure
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Fiscal Sustainability Plan
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor Quotes
---	---------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$100,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Recommend consistent investment in infrastructure rehab/replacement
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10. OTHER INFO:	Possible funding assistance from DEP
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Updating PLCs at Pump Stations

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-007
DEPARTMENT NUMBER	007
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$200,000
ESTIMATED COST FY2026	\$20,000
ESTIMATED COST FY2027-2030	\$80,000

CITY SHARE FY2026	\$20,000
CITY SHARE FY2027-2030	\$20,000

1. DESCRIPTION OF PROJECT: Replacing Programmable Logic Controllers at WWTF and pump stations

2. NEED AND IMPACT OF PROJECT: Upkeep and repairs of infrastructure

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: Fiscal Sustainability Plan

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: 0

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: Vendor Quotes

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: 0

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
0	0	%	\$20,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): Recommend consistent investment in infrastructure rehab/replacement

10. OTHER INFO: Possible funding assistance from DEP

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$20,000	\$20,000	\$	\$20,000	\$100,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Sewer Capacity Improvements

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-008
DEPARTMENT NUMBER	008
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$6,000,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$6,000,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$6,000,000

**1. DESCRIPTION OF PROJECT** Projects to increase sewer capacity in areas where city growth is limited by sewer capacity. Project list will grow as more data is collected.

**2. NEED AND IMPACT OF PROJECT** Restricted capacity is limiting city grown in undeveloped areas. Projects can not be completed until sewer system can handle new flows.

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** City master plan

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** 0

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** Vendor Quotes

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** Stormwater/Engineering/Planning

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
0	0	%	\$6,000,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** Several large development projects, including affordable housing held up due to capacity limitations

**10. OTHER INFO:** Main St pump station, Thatcher Brook pump station, Spingfield Terminal railroad cross county sewer, SMMC pump station, Home Depot pump station, Textile pump station, Lafayette pump station.

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$2,000,000	\$2,000,000	\$2,000,000	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$1	\$2,000,000	\$2,000,000	\$2,000,000	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

1 dollar was entered as a place holder for upcoming years under the assumption that we will be receiving 6,000,000 to address these concerns.

**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Flow Monitoring - I/I Studies

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-009
DEPARTMENT NUMBER	009
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$800,000
ESTIMATED COST FY2026	\$80,000
ESTIMATED COST FY2027-2030	\$320,000

CITY SHARE FY2026	\$80,000
CITY SHARE FY2027-2030	\$320,000

1. DESCRIPTION OF PROJECT	Flow monitoring to better understand sewer system to identify areas of concern.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Data needed to support CSO projects and I/I removal.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	CSO Master Plan Phase III
---	---------------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Stormwater/Engineering
---	------------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$80,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Ongoing study of collections system for project planning
---	--

10. OTHER INFO:	Possible funding assistance from DEP
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$80,000	\$80,000	\$80,000	\$80,000	\$400,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$80,000	\$80,000	\$80,000	\$80,000	\$400,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	CSO Storage Tank - Diamond Lot

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-010
DEPARTMENT NUMBER	010
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$2,000,000
ESTIMATED COST FY2026	\$500,000
ESTIMATED COST FY2027-2030	\$1,500,000

CITY SHARE FY2026	\$500,000
CITY SHARE FY2027-2030	\$1,500,000

1. DESCRIPTION OF PROJECT	Installation of CSO storage at Diamond Lot
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Reduction in CSO overflows. Project is contingent upon final version of CSO Consent Agreement with DEP.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Fiscal Sustainability Plan
---	----------------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Tanks, Pumps, Controls, Instrumentation
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Consultants
---	-------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Engineering
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	Grant	DEP	30%	\$500,000	0
	GRA-ST	DEP	80%	\$1,600,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	May be required by DEP as part of CSO Master Plan
---	---

10. OTHER INFO:	Requirement is pending results of current CSO project list.
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$500,000	\$	\$1,500,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$450,000	\$	\$
CITY SHARE	\$	\$500,000	\$	\$1,050,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Biddeford Pool Treatment Plant Generator

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-011
DEPARTMENT NUMBER	011
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$80,000
ESTIMATED COST FY2026	\$80,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$80,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT Replacement of existing generator at Biddeford Pool WWTF.

2. NEED AND IMPACT OF PROJECT Backup power for critical infrastructure

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: Fiscal Sustainability Plan

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: 0

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: Staff Estimates

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: Combine with other Generator projects for possible price benefit.

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
0	0	%	\$80,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): Frequency of failure has increase in recent years. Generator is nearing the end of it's life expectancy

10. OTHER INFO: If the WWTF is without power for an extended length of time (flow dependent) untreated sewage overflows onto Stone Cliff Road.

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$80,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$80,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Bernard Pump Station Generator

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-012
DEPARTMENT NUMBER	012
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$100,000
ESTIMATED COST FY2026	\$100,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$100,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Purchase and Installation of new generator at Bernard Pump station
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Backup power for critical infrastructure
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Fiscal Sustainability Plan
---	----------------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Generator
--	-----------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Combine with other Generator projects for possible price benefit.
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$100,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	The Bernard station is over capacity. If power is lost, the high level alarm is active within 15 minutes. If crews are not able to get fast enough, untreated sewage spills into the road.
---	--

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$100,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$100,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Home Depot Generator

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-013
DEPARTMENT NUMBER	013
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$100,000
ESTIMATED COST FY2026	\$100,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$100,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT: Purchase and Installation of generator at Home Depot Pump station.

2. NEED AND IMPACT OF PROJECT: Backup power for critical infrastructure

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: Fiscal Sustainability Plan

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: Generator

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: Staff Estimates

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: Combine with other Generator projects for possible price benefit.

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
0	0	%	\$100,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): As more development takes place in this sewer shed, acceptable response times for backup power get shorter. Currently pump station has no back up power.

10. OTHER INFO: 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$100,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$100,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	CSO Phase III Master Plan Development

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-014
DEPARTMENT NUMBER	014
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$350,000
ESTIMATED COST FY2026	\$50,000
ESTIMATED COST FY2027-2030	\$50,000

CITY SHARE FY2026	\$50,000
CITY SHARE FY2027-2030	\$50,000

1. DESCRIPTION OF PROJECT	Admin, Coordination, Modeling for CSO Master Plan
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Continued sewer separation work to reduce CSO volumes and increase capacity.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	CSO Master Plan Phase III
---	---------------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Stormwater/Engineering/Paving and Sidewalks
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$50,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Needed to continue to develop and plan for separation projects
---	--

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$50,000	\$50,000	\$	\$	\$250,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$50,000	\$50,000	\$	\$	\$250,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Aeration Tank Gate Replacement

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-015
DEPARTMENT NUMBER	015
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$75,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$75,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$75,000

1. DESCRIPTION OF PROJECT	Replacement of gates at WWTF installed in 1998.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Critical equipment past its life expectancy
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Fiscal Sustainability Plan
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Gates are failing. If they completely fail, cost of repairs increases significantly
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$75,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$75,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Private I/I Removal

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-016
DEPARTMENT NUMBER	016
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$3,000,000
ESTIMATED COST FY2026	\$300,000
ESTIMATED COST FY2027-2030	\$1,200,000

CITY SHARE FY2026	\$300,000
CITY SHARE FY2027-2030	\$1,200,000

1. DESCRIPTION OF PROJECT	Inspections and/or removal of private roof drains and sump pumps to reduce CSO volumes and increase sewer capacity.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Private storm and groundwater connections are a significant portion of CSO volumes
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Future CSO Master Plan
---	------------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Inspectors
--	------------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Codes/Engineering/Public Outreach
---	-----------------------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$300,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Engineering CSO report states that public sewer separation alone will not be enough to eliminate CSO overflows unless private sources are also removed
---	--

10. OTHER INFO:	Possible funding assistance from DEP
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	CSO Masterplan Projects (Years 6-10)

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-017
DEPARTMENT NUMBER	017
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$18,264,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

**1. DESCRIPTION OF PROJECT** 6 to 10 years of the 17 separation and storm water expansion projects needed to comply with current ten year draft of CSO Masterplan for DEP

**2. NEED AND IMPACT OF PROJECT** Continued sewer separation work to reduce CSO volumes and increase capacity.

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** CSO Master Plan Phase III

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** 0

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** Consultants

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** Stormwater/Engineering/Paving and Sidewalks

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
Grant	DEP	30%	\$1,333,020	Estimated DEP match
CoB	CoB	70%	\$3,110,380	City Match
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** Required to comply with CSO Master Plan (dependent upon final terms of pending DEP Consent Agreement)

**10. OTHER INFO:** For details, refer to list of projects in the draft CSO Master Plan

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$18,264,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$5,587,200
CITY SHARE	\$	\$	\$	\$	\$	\$12,676,800

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	WWTF Modifications for Nitrogen Remov

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-018
DEPARTMENT NUMBER	018
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$300,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$300,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$300,000

1. DESCRIPTION OF PROJECT	Improvements to WWTF to meet future permit limits
---------------------------	---

2. NEED AND IMPACT OF PROJECT	CONTINGENCY - New permits will likely involve nitrogen limits the current facility will not consistently meet.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	MEPDES
---	--------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Mixers, controls, instrumentation
--	-----------------------------------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor Quotes
---	---------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	New permit cycle begins in 2026
---	---------------------------------

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$300,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$300,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Effluent Flow Meter

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-019
DEPARTMENT NUMBER	019
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$80,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$80,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$80,000

1. DESCRIPTION OF PROJECT	Replace WWTF flow meter
---------------------------	-------------------------

2. NEED AND IMPACT OF PROJECT	Flow meter critical for controlling equipment and reporting to DEP
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan, FSP
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Existing flow meter installed in 1998 and has required more frequent repairs in recent years
---	--

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$80,000	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$80,000	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	GIS Mapping

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-020
DEPARTMENT NUMBER	020
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$250,000
ESTIMATED COST FY2026	\$125,000
ESTIMATED COST FY2027-2030	\$125,000

CITY SHARE FY2026	\$125,000
CITY SHARE FY2027-2030	\$125,000

**1. DESCRIPTION OF PROJECT** Contracted inspection/mapping of sewer system. (current rate to inspect system using in house tools/labor is greater than 25 years based on current rate)

**2. NEED AND IMPACT OF PROJECT** Accurate map data is needed for design work and decision making for CSO projects and infrastructure rehabilitation.

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** Wastewater O&M Plan, CSO Master Plan Phase III, FSP

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** Services of consultant required to provide staff for GIS data collection.

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** Staff Estimates

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** Stormwater/Engineering

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
0	0	%	\$125,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** Accurate mapping needed for modeling and planning for continued CSO planning

**10. OTHER INFO:** GIS maps were built from the 1970s Jordan maps. Parts of the sewer/storm system have been field verified. Staff lacks the resources to collect data needed to complete the map. Current pace will require 15-20 yrs to complete.

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$125,000	\$125,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$125,000	\$125,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	CSO09 Tank Pumps (Mechanics Park)

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-021
DEPARTMENT NUMBER	021
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$60,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$60,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$60,000

1. DESCRIPTION OF PROJECT	Replacement of two pumps in CSO09 Storage Tank on Water st
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Critical equipment past its life expectancy
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan, FSP
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor Quotes
---	---------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Pumps are 25 years old
---	------------------------

10. OTHER INFO:	Pumps CSO water from storage tanks to WWTF
-----------------	--

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$60,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$60,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	CSO09 Valve and Actuator Replacement

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-022
DEPARTMENT NUMBER	022
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$85,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$85,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$85,000

1. DESCRIPTION OF PROJECT	Replacement of 5 valves and actuators at CSO09 Storage Tank on Water St
---------------------------	---

2. NEED AND IMPACT OF PROJECT	Critical equipment past its life expectancy
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan
---	----------------------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Vendor Quotes
---	---------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Nearing the end of life expectancy
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10. OTHER INFO:	Current system does not allow for automaton and must be manually operated on site. New system would allow for automated pumping of stored CSO water to WWTF.
-----------------	--

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$85,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$85,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Sludge Tank Lining

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-023
DEPARTMENT NUMBER	023
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$60,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$60,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$60,000

1. DESCRIPTION OF PROJECT	Geopolymer lining of two sludge storage tanks at WWTF
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2. NEED AND IMPACT OF PROJECT	Aggregate in concrete tanks is showing and previous liner is failing. Building and tanks constructed in 1965.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan, FSP
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Tanks were installed as part of the original plant in 1965 and are in need of repairs
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$60,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$60,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	Plant Water Strainer

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-024
DEPARTMENT NUMBER	024
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$150,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$150,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$150,000

1. DESCRIPTION OF PROJECT	Replacement of plant water filtration system at WWTF that was installed in 1998.
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Critical equipment past its life expectancy
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Wastewater Asset Management Plan, FSP
---	---------------------------------------

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff Estimates
---	-----------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Installed in 1998 and starting to fail
---	--

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Wastewater Treatment Plant
CIP NAME:	CSO Masterplan Projects (Additional)

CIP NUMBER: (DEPT-YR-#)	WWTF-FY26-025
DEPARTMENT NUMBER	025
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$12,400,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$8,709,064

**1. DESCRIPTION OF PROJECT** Additional separation and storm water expansion projects that are not currently part of the CSO Master Plan, but that DEP would like to see included.

**2. NEED AND IMPACT OF PROJECT** Continued sewer separation work to reduce CSO volumes and increase capacity.

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** CSO Master Plan Phase III

**4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** 0

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** Consultants

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** Stormwater/Engineering

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
Grant	DEP	30%	\$1,333,020	Estimated DEP match
CoB	CoB	70%	\$3,110,380	City Match
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** Required to comply with CSO Master Plan (dependent upon final terms of pending DEP Consent Agreement)

**10. OTHER INFO:** For details, refer to list of projects in the draft CSO Master Plan

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$12,400,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$3,720,000
CITY SHARE	\$	\$	\$	\$	\$	\$8,680,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Clifford Park

CIP NUMBER: (DEPT-YR-#)	REC-FY26-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$130,000
ESTIMATED COST FY2026	\$55,000
ESTIMATED COST FY2027-2030	\$75,000

CITY SHARE FY2026	\$55,000
CITY SHARE FY2027-2030	\$75,000

1. DESCRIPTION OF PROJECT: Upgrades to trails including wayfinding, signage, mapping.

2. NEED AND IMPACT OF PROJECT: Since expansion of Clifford Park in 2023 there has been no updates to the new trail systems

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: 0

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$7,000	\$	\$6,000	\$6,000	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: 0

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: In house estimates.

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: 0

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$130,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): 0

10. OTHER INFO: 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$55,000	\$25,000	\$30,000	\$	\$20,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$55,000	\$25,000	\$30,000	\$	\$20,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Skatepark Feasibility study

CIP NUMBER: (DEPT-YR-#)	REC-FY26-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$35,000
ESTIMATED COST FY2026	\$35,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT: Feasibility study for location and design of new skate park.

2. NEED AND IMPACT OF PROJECT: The Skate park at Rotary park was removed for safety issues.

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: 0

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: 0

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: Estimate was obtained by recent studies conducted in other communities

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: Rotary Park Master plan; JFK re-use plan.

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	0	100%	\$ 0	
0	0	%	\$ 0	
0	0	%	\$ 0	
0	0	%	\$ 0	
0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): Skate park that was built in 2000 has been removed due to safety issues.

10. OTHER INFO: 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$35,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$35,000	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Flag Poles in Parks

CIP NUMBER: (DEPT-YR-#)	REC-FY26-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$30,000
ESTIMATED COST FY2026	\$30,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Replacement of flag poles at Mechanics Park, Doran field, Martel field and the Community Center
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2. NEED AND IMPACT OF PROJECT	Poles are at their end of life and beginning to sway and break down; Doran field does not have a proper flag pole.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	Cost is for equipment purchase only; installation will be done by PW or additional cost with a contractor
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Site walks of parks revealed conditions of poles; estimates obtained by local vendors
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	0	100%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$30,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$30,000	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Community Center Code

CIP NUMBER: (DEPT-YR-#)	REC-FY26-004
DEPARTMENT NUMBER	004
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$35,000
ESTIMATED COST FY2026	\$35,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT various changes, adjustments or fixes needed to comply with recent safety assessment conducted by Fire and Codes Depts.

2. NEED AND IMPACT OF PROJECT All items are not meeting specific safety and code expectations.

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: A safety assessment was conducted Spring 2024 with Codes and the Fire Dept.

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: Removal of vinyl siding in gym; purchase of fire cabinet for storage of combustable materials such as paint; Various fixes in wall and door ways; Mop sink and chemical relocation

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: See above

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: 0

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	0	100%	\$ 0	
0	0	%	\$ 0	
0	0	%	\$ 0	
0	0	%	\$ 0	
0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): Code violations could result in fines if not addressed.

10. OTHER INFO: 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$35,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$35,000	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

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**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Community Center Roof

CIP NUMBER: (DEPT-YR-#)	REC-FY26-005
DEPARTMENT NUMBER	005
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$32,000
ESTIMATED COST FY2026	\$32,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Roof repairs for Community Center
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2. NEED AND IMPACT OF PROJECT	The roof has been repair or patched in sections over the years; 2 sections need complete replacement. Middle section needs specific areas repaired.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Cost estimates obtained by contractor in spring 2024- increased 3% for this proposal.
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
---	-----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	0	100%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$32,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$32,000	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Doran Field

CIP NUMBER: (DEPT-YR-#)	REC-FY26-006
DEPARTMENT NUMBER	006
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$30,000
ESTIMATED COST FY2026	\$20,000
ESTIMATED COST FY2027-2030	\$10,000

CITY SHARE FY2026	\$20,000
CITY SHARE FY2027-2030	\$10,000

1. DESCRIPTION OF PROJECT	Field reconfiguration, facility completion, elimination of aged playground, relocation of batting cage, dugout repairs.
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2. NEED AND IMPACT OF PROJECT	Playground was removed in 2023.
-------------------------------	---------------------------------

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$10,000	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
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6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	In house estimates and field study.
---	-------------------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$30,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$20,000	\$	\$	\$10,000	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$20,000	\$	\$	\$10,000	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Rotary Park Complex

CIP NUMBER: (DEPT-YR-#)	REC-FY26-007
DEPARTMENT NUMBER	007
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$100,000
ESTIMATED COST FY2026	\$100,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$100,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Upgrades to areas of Rotary Park
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2. NEED AND IMPACT OF PROJECT	Areas of the park are run down and pose safety issues for users.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	Martel field backstop and bleacher replacement; Dave Redmond field resurfacing( glass and other debris are rising up from former dump which was there years prior to installation) New gate for Rotary park beach; New signage for Park areas.
---	--

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$75,000

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	This money was originally set at \$75,000 earmarked for a master plan. The last Rotary Park master plan was in 2009; several reccomendations from that plan were not completed.
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	Reserve	100%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$100,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$100,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Shevenell Park

CIP NUMBER: (DEPT-YR-#)	REC-FY26-008
DEPARTMENT NUMBER	008
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$185,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$185,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$185,000

1. DESCRIPTION OF PROJECT: Park Renovation.

2. NEED AND IMPACT OF PROJECT: Park is outdated, ground is uneven due to mature trees creating tripping hazards. Year one funds are for design work.

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: Initial plans 2005.

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: N/A

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: Originated from Recreation Commission, was identified from HOB as well along with the Adopt-A Park. With efforts to improve downtown core.

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: ADA access updates to the beach were installed in 2024. Parking lot was reconfigured in 2024.

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$185,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): 0

10. OTHER INFO: Set up as a reserve account to complete work in 2027.

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$35,000	\$150,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$35,000	\$150,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	St Louis Field Complex

CIP NUMBER: (DEPT-YR-#)	REC-FY26-009
DEPARTMENT NUMBER	009
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$2,180,000
ESTIMATED COST FY2026	\$380,000
ESTIMATED COST FY2027-2030	\$1,800,000

CITY SHARE FY2026	\$380,000
CITY SHARE FY2027-2030	\$1,800,000

**1. DESCRIPTION OF PROJECT** Field #1 seating, perimeter fencing replacement on Hill, West & Prospect Streets, Field #2 bleacher replacement, Irrigation in Field #1, Restroom renovations.

**2. NEED AND IMPACT OF PROJECT** Priority for 2025 should be with perimeter fencing around fields 1 and 2. Prospect/ West/ Hill St and outfield fencing for field #1. Fence is in disrepair and have several areas where safety is a concern.

**3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:** 0

**4. YEARS PREVIOUSLY ON THE BIDDICIP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)**

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$75,000	\$	\$151,000	\$	\$

**5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:** 0

**6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:** Weston & Sampson estimates.

**7. ANY RELATED DEPARTMENT OR CITY PROJECTS:** 0

**8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):**

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$2,200,000	Year one seating field I, Year two
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

**9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):** 0

**10. OTHER INFO:** Multi-year project.

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$380,000	\$450,000	\$450,000	\$450,000	\$450,000
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$380,000	\$450,000	\$450,000	\$450,000	\$450,000

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Community Center Myrtle Street Lot

CIP NUMBER: (DEPT-YR-#)	REC-FY26-010
DEPARTMENT NUMBER	010
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$85,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$85,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$85,000

1. DESCRIPTION OF PROJECT: Repave Myrtle St. Parking lot; new curbing and signage

2. NEED AND IMPACT OF PROJECT: Lot is in disrepair

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: Tied to removal of underground tanks. If tanks are removed new heating system will need to be installed.

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: 0

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: Project has been needed for many years.

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: 0

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$85,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): 0

10. OTHER INFO: Should have a decision on Kennedy School before committing. Current USTs have exceeded warranty requiring ongoing tank inspection/testing.

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$85,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$85,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Disc Golf- Reconfiguration-Expansion

CIP NUMBER: (DEPT-YR-#)	REC-FY26-011
DEPARTMENT NUMBER	011
PROJECT PRIORITY	5

ESTIMATED TOTAL COST	\$20,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$20,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT: Expansion of the 9 hole disc golf course to a 18 hole course.

2. NEED AND IMPACT OF PROJECT: Expands the already successful course to enhance the park experience for those involved in the sport. An expanded course would also allow for tournament play.

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: 0

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: 0

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: In-house estimate. Original design from private funding.

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: 0

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
Gra	SRF	100%	\$20,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): 0

10. OTHER INFO: 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$20,000	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$20,000	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Pump Station Rehab-Rotary Park

CIP NUMBER: (DEPT-YR-#)	REC-FY26-012
DEPARTMENT NUMBER	012
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$93,000
ESTIMATED COST FY2026	\$93,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$93,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Replacing sewer pumps at Rotary beach bath house.
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2. NEED AND IMPACT OF PROJECT	The sewer pump is at its end of life. Loss of the pump station would result in closure of the bath house which serves thousands of visitors at the park.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Staff at the treatment plant have identified these pumps as in danger of failing. If this occurs it could cause the bathhouse to be shuttered and require multiple trips from the vac truck to maintain the facility during a season they are already very busy.
---	--

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	0
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$93,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Concern over the aged pumps failing by wastewater staff.
---	--

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$93,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$93,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Community Center UST Removal

CIP NUMBER: (DEPT-YR-#)	REC-FY26-013
DEPARTMENT NUMBER	013
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$100,000
ESTIMATED COST FY2026	\$100,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$100,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT: Underground tank removal and replacement at the community center

2. NEED AND IMPACT OF PROJECT: 30-year warranty is up in 2024. Based on MeDEP rules the tank may remain active but there will be increased monitoring and testing required. If the tanks fail a test the tanks will need to be decommissioned.

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS: Tanks tested in 2024 - approved. If tanks are removed discussion about new heating system should take place.

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)

Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED: 0

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED: Vendor quote

7. ANY RELATED DEPARTMENT OR CITY PROJECTS: The tak removal is linked to the JR Martin Community Center Improvements REC-FY25-22 and Community Center Myrtle Stret Lot REC-FY25-018 CIPs as well as a decision on the Kennedy School.

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):

Funding Source	Agency	% Contribution	Dollar Amount	Notes
COB	COB	100%	\$100,000	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0
0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE): 0

10. OTHER INFO: 0

**IMPLEMENTATION SCHEDULE (FISCAL YEARS)**

	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$100,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$100,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Rotary Park Dog Park Drainage

CIP NUMBER: (DEPT-YR-#)	REC-FY26-014
DEPARTMENT NUMBER	014
PROJECT PRIORITY	2

ESTIMATED TOTAL COST	\$45,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$45,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$45,000

1. DESCRIPTION OF PROJECT	Possible re-location of dog park
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2. NEED AND IMPACT OF PROJECT	continuous drainage issues due to park location
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	0
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	could be tied into Rotary Park master plan scheduled for 2025
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$45,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
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10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$45,000	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$45,000	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Recreation
CIP NAME:	Kayak and Paddlebaord rentals Kiosk

CIP NUMBER: (DEPT-YR-#)	REC-FY26-015
DEPARTMENT NUMBER	015
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$35,000
ESTIMATED COST FY2026	\$35,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Purchase of Kayak and paddlebaord rental units from Rent.Fun, for public rental use at Rotary Park
---------------------------	--

2. NEED AND IMPACT OF PROJECT	Recent assessment surveys have indicated the need for more outdoor recreation opportunities for the public. This kiosk will allow the public to use kayaks and paddleboards on the river for a small fee. The company shows a 100% +
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	This aligns with our department mission.
---	--

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	This will allow the purchase of an 8 unit kiosk to store paddlebaords and kayaks, plus safety equipment ( PFD's ) for public use. Once in place, the company provides regular maintenance. There is no impact on department staff resources.
--	--

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Costs were obtained from their website: www.rent.fun The communities of Auburn and Westbrook also use this company.
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	This would tie in with the department mission to build upon more outdoor recreation services with city staff needed for maintenance or sustainability.
---	--

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	0	100%	\$35,000	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	If approved we would implement it by the end of July 2025.
---	--

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$35,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$35,000	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Biddeford Ice Arena
CIP NAME:	Bleachers Replacement

CIP NUMBER: (DEPT-YR-#)	BIA-FY26-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	1

ESTIMATED TOTAL COST	\$
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Demolish and haul away curent bleachers. Fabricate and install new bleachers.
---------------------------	---

2. NEED AND IMPACT OF PROJECT	The bleachers have reached their useful life. Replacing them will create additional storage space that is greatly needed and will expand seating and improve the arena's life/safety profile.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	N/A
---	-----

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	The arean's casualty insurance carrier has identified the antiquated bleacher system as a hazard. The most recent inspection termed the equipment "tired". The cost estimate was provided by Hussey Seating and includes \$25,000 for demolition and hauling.
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	N/A
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8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	%	\$	Loan structure
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Replacment of the bleachers remains the arena's top priority as is the single project that does not lend itself to half-measures or alternative solutions.
---	--

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Biddeford Ice Arena
CIP NAME:	Roof Repair/Replacement

CIP NUMBER: (DEPT-YR-#)	BIA-FY26-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	3

ESTIMATED TOTAL COST	\$363,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$363,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$363,000

1. DESCRIPTION OF PROJECT	Repair and retrofit roof.
---------------------------	---------------------------

2. NEED AND IMPACT OF PROJECT	The arena building is 50 years old. The roof panels are roughly 30 years old. The arena has spent high-four, low-five figure sums many of the last 10-20 years to do spot repairs and maintenance.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	N/A
---	-----

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	N/A
--	-----

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	The project was identified due to severe leaks which lead to significant water intrusion. Subsequent inspections of the roof indentified leaks and corrosion. Cost estimate is the "Cadillac" plan from G&E roofing to retrofit 100% of the roof area with rubber membrane. We've added a 10% cushion to the \$330,000 estimate to guard against inflation.
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	No
---	----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	100%	\$363,000	Possible financing
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	0
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$363,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$363,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	Biddeford Ice Arena
CIP NAME:	Zamboni Replacement-Update

CIP NUMBER: (DEPT-YR-#)	BIA-FY26-004
DEPARTMENT NUMBER	004
PROJECT PRIORITY	4

ESTIMATED TOTAL COST	\$
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Replace 30 year old ice resurfacers
---------------------------	-------------------------------------

2. NEED AND IMPACT OF PROJECT	The arena invests a healthy 4 to low 5-figure sum each season to maintain the ice resurfacers which is nearing 30 years old. If there's one vulnerability that could shut down operations suddenly, it's a failing resurfacers.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	NA
---	----

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	None
--	------

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	This is for the comparable model to your current almost 30 year old unit. With every available option (many of which we would not elect ever if money was no object) the cost swells to \$216,370. We're spending considerable money every year out of operations to sustain the current machine. We may have to invest another \$17,000+ for new batteries before this CIP request matures. (continued in #10 below)
---	---

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	No
---	----

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	
	0	0	%	\$ 0	

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	0
---	---

10. OTHER INFO:	The fact is, if there is one area that we are vulnerable to shut down and loss of ice revenue, to say nothing of our customer's seasons, it's the Zamboni failing for a prolonged period.
-----------------	---

IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	West Brook Skating Rink
CIP NAME:	Facility Improvements - Ceiling Insulation

CIP NUMBER: (DEPT-YR-#)	FAC-FY26-001
DEPARTMENT NUMBER	001
PROJECT PRIORITY	0

ESTIMATED TOTAL COST	\$20,000
ESTIMATED COST FY2026	\$20,000
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$20,000
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Request for assistance with building insulation - ceiling
---------------------------	---

2. NEED AND IMPACT OF PROJECT	New heating system installed. No insulation in ceiling.
-------------------------------	---

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Request from facility operator
---	--------------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Window/door replacement and berm repair
---	---

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	%	\$20,000	CIP Request
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	0%	\$	- 0
	0	0	0%	\$	- 0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Request from organization
---	---------------------------

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$20,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$20,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	West Brook Skating Rink
CIP NAME:	Facility Improvements - Window and Door

CIP NUMBER: (DEPT-YR-#)	FAC-FY26-002
DEPARTMENT NUMBER	002
PROJECT PRIORITY	0

ESTIMATED TOTAL COST	\$40,000
ESTIMATED COST FY2026	\$
ESTIMATED COST FY2027-2030	\$40,000

CITY SHARE FY2026	\$
CITY SHARE FY2027-2030	\$40,000

1. DESCRIPTION OF PROJECT	Request for assistance with replacing single pane windows and doors
---------------------------	---

2. NEED AND IMPACT OF PROJECT	New heating system installed. No r-factor rating on doors and windows.
-------------------------------	--

3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
---	---

4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Request from facility operator
---	--------------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Ceiling insulation and berm repair
---	------------------------------------

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	%	\$40,000	CIP Request
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Request from organization
---	---------------------------

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$40,000	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$40,000	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)



**CIP BUDGET**  
**BIDDEFORD CAPITAL IMPROVEMENT PROGRAM**  
**FY26 Viewing Sheet**  
**PROJECT DESCRIPTION FORM**

DEPARTMENT:	West Brook Skating Rink
CIP NAME:	Facility Improvements - Berm Repair/Wat

CIP NUMBER: (DEPT-YR-#)	FAC-FY26-003
DEPARTMENT NUMBER	003
PROJECT PRIORITY	0

ESTIMATED TOTAL COST	\$7,500
ESTIMATED COST FY2026	\$7,500
ESTIMATED COST FY2027-2030	\$

CITY SHARE FY2026	\$7,500
CITY SHARE FY2027-2030	\$

1. DESCRIPTION OF PROJECT	Request for assistance with labor and equipment to repair berm, water control, and "dam" repair
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2. NEED AND IMPACT OF PROJECT	Berm and dam are in discrepair
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3. CONSISTENCY WITH THE ADOPTED PLANS OR OTHER RELETATED PALNNING DOCS:	0
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4. YEARS PREVIOUSLY ON THE BIDDICP; FUNDING RECVD IN PAST 5 YEARS (IF APPLICABLE)						
Reserve/Accrual	Year	FY2021	FY2022	FY2023	FY2024	FY2025
	Funding Recd	\$	\$	\$	\$	\$

5. NEW PERSONNEL, EQUIPMENT, OR SUPPLIES REQUIRED:	0
--	---

6. HOW PROJECT ORIGINATED AND HOW COST ESTIMATES WERE OBTAINED:	Request from facility operator
---	--------------------------------

7. ANY RELATED DEPARTMENT OR CITY PROJECTS:	Window/door replacement and ceiling insulation
---	--

8. FINANCING POSSIBILITIES (BOND, GRANTS, FUND RAISE, COB, OTHER):	Funding Source	Agency	% Contribution	Dollar Amount	Notes
	COB	COB	3%	\$7,500	CIP Request
	GRA-Other	GRA-ST	%	\$	Possible grants obtained by
	0	0	%	\$	0
	0	0	%	\$	0
	0	0	%	\$	0

9. JUSTIFICATION OF TIMING OF PROJECT AND SEGMENTS (IF APPLICABLE):	Request from organization
---	---------------------------

10. OTHER INFO:	0
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IMPLEMENTATION SCHEDULE (FISCAL YEARS)						
	FY2025	FY2026	FY2027	FY2028	FY2029	FUTURE
TOTAL PROJECT COST	\$	\$7,500	\$	\$	\$	\$
NON CITY SHARE	\$	\$	\$	\$	\$	\$
CITY SHARE	\$	\$7,500	\$	\$	\$	\$

ATTACH ON SEPARATE PAGE(S) ANY ADDITIONAL INFO (IF NEEDED)

General estimate

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## Capital Projects / Operations Committee

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**Meeting Date:** July 9, 2025

**Meeting Time:** 6:00 PM

**Agenda Item** 5.a

**No:**

**Item** Approval / Lease Renewal, St. Louis Alumni Association - J Richard Martin

**Description:** Community Center

**Submitted By:** Brian S. Phinney, Acting City Manager

### **Supporting Information/Documentation:**

St. Louis Field Alumni Association Community Center Lease - EXISTING 2025, 20250701 St. Louis Association Community Center Lease Renewal - DRAFT

### **Key Terms:**

### **Executive Summary:**

This item evaluates the terms and conditions of the lease between the City of Biddeford and the St. Louis Alumni Association. A recommendation for a lease extension or other action will result in a recommendation to the Biddeford City Council for further review and adoption.

### **Detailed Review:**

The J. Richard Martin Community Center (Community Center) leases space to various tenants within the building. The Code Ordinance at Sec. 62-5 states, *[t]he Committee on Capital Projects shall, subject to the approval of the Mayor and Council, have the authority to negotiate a lease of any part of the buildings and appurtenances thereof owned by the City not already under lease or appropriated to the use of any of the various branches of the City government. Such lease shall be recommended to the full Council upon such terms and conditions as the Committee deems expedient and shall be for a period not to exceed five years, with one option to renew for a like period.*

In the past, the City has not observed the process specified in the Code of Ordinances with regard to the review, renewal, or creation of leases within city buildings. A lease between the City of Biddeford and St. Louis Alumni Association for space within the Community Center expired on June 30, 2025. This lease is being brought before the Committee in accordance with the provisions of Sec 62-5.

The current lease includes, among other provisions:

- Lease space within the building totaling approximately 280 square feet.
- A provision for renewals for "additional periods of one year and upon mutual agreement of the Landlord."
- Utilities paid by the Landlord.
- The tenant is responsible for general cleaning, general maintenance, as well as its own internet and phone service.

The lease is consistent with other tenants of this nature; however, the expiration of the lease is an outlier. The balance of the leases expire December 31. This lease expires June 30.

**Funding Source:**

N/A

**Staff Recommendation:**

The terms and conditions of the lease are generally subject to mutual agreement between the parties. That being said, it is recommended that the expiration of this lease be aligned with the expiration of the balance of the leases for consistency.

Additionally, the Recreation Director is in the process of evaluating the highest and best use of the space within the Community Center. Several organizations control dedicated space but use them infrequently. Conceptually, the Recreation Director is planning to evaluate all leases and occupancy frequencies and make recommendations for, as an example, dedicated storage space and communal meeting space.

Because this review does not align with the renewal calendar, it is recommended that the lease be renewed for a period of 1 year, consistent with the renewal language. This will allow time for the review, tenant discussions, and planning should a formal plan develop. Upon the next renewal, the lease expiration date can be amended to align with the balance of the leases and any changes to the terms and conditions, if applicable, can be assigned an effective date in order to ensure that all leases contain the same terms and conditions at the same time. For the balance of the leases that expire in December, the effective date would be June 30. For this lease, with an expiration in June, if approved, the next renewal would include all established provisions and all like leaseholders would be subject to the same effective date. The next renewal for the St. Louis Alumni lease would be 18 months to align the expiration with December 31.

Lease made as of this 1st day of June, 2023, by and between St. Louis Alumni Association, a Maine non-profit corporation, with a mailing address of PO Box 493 Biddeford, ME 04005 (hereinafter "Tenant") and the City of Biddeford, a Maine body corporate and politic, with a mailing address of 205 Main Street, Biddeford, ME 04005 (hereinafter "Landlord"), as follows:

**WHEREAS**, Landlord owns property at 189 Alfred Street in the City of Biddeford that is commonly and publicly known as the J. Richard Martin Community Center; and

**WHEREAS**, space located in the Community Center formerly used as a classroom is available with alterations; and

**WHEREAS**, Tenant wishes to establish an office to support the benevolent work of the Association; and

**WHEREAS**, Tenant requires office space for volunteers to manage their work Biddeford, Maine;

**NOW, THEREFORE**, in consideration of the mutual promises herein, the parties do hereby agree:

1. **Premises:** The leases premises comprise approximately 280 square feet of space in the Community Center.
2. **Term:** The initial term was from July 1, 2021 to June 30, 2023. The term of this Agreement shall be for two year is beginning on July 1, 2023, and ending on June 30, 2025. Tenant shall have the option to renew the lease for additional periods of one year and upon mutual agreement with Landlord.
3. **Rent:** By mutual consent and agreement, there is no rent due and payable from the Tenant to the Landlord for the term of the Lease. If the Lease is to be renewed beyond the termination date of this Agreement, then the parties agree that these rent terms may be renegotiated.
4. **Utilities:** Landlord agrees to provide heat and utilities (water, sewer, electricity) for the term of the Lease. Tenant will be responsible for office cleaning and general maintenance of the property and facility. Tenant will also be responsible for own internet and phone service.
5. **Use of Premises:** Tenant agrees that it will use the premises for its programmatic work in the City of Biddeford. Tenant will have adequate supervision on site to ensure that the space is managed according to this lease and will not create undo interference, noise, or other nuisances that interfere with the comforts and convenience of other occupants or neighbors of the facility.
6. **At the end of the lease term, or at whatever future date the lease is terminated, the Tenant shall deliver up the leased premises in good, clean, and leasable order and condition, reasonable wear and tear excepted, to the Landlord. During the term of this agreement, the Tenant shall keep the premises in clean and sanitary condition. Tenant shall be responsible**

7. **Insurance:** Landlord agrees to provide overall property and casualty insurance to the property that it owns and manages. Tenant agrees to provide insurance coverage for the acts and responsibilities of its employees and clients and to insure its own personal property stored or used on site. The Landlord agrees to keep premises equipped with safety appliances or devices required by law or any public authority (including the City of Biddeford) required for the use being made of the premises by the Tenant.
8. **Right of Entry:** The Landlord may enter the leased premises at reasonable times to make repairs, make improvements, or for emergency purposes. The Landlord retains the right to enter the premises in order to show the property to prospective tenants with reasonable notice to Tenant.
9. **Assignment and Subletting:** The Tenant shall not assign or sublet any part of the leased premises.

**Termination by Either Party:** Either party may terminate this Lease upon ninety (90) days written notice to the other party.

10. **Entire Agreement:** This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not expressly contained in this instrument shall have any force or effect. This Lease shall not be modified in any way, except in writing and executed by both parties.

**AGREED TO:**

Dated 6/5/23

Dated 6/5/23

City of Biddeford

By: James Bennett

James Bennett, City Manager

St. Louis Alumni Association

By: Paul Therrien

Paul Therrien, President

**LEASE**

**BETWEEN ST. LOUIS ALUMNI ASSOCIATION AND THE CITY OF BIDDEFORD, MAINE**

Lease made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between St. Louis Alumni Association, a Maine non-profit corporation, with a mailing address of PO Box 493 Biddeford, ME 04005 (hereinafter "Tenant") and the City of Biddeford, a Maine body corporate and politic, with a mailing address of 205 Main Street, Biddeford, ME 04005 (hereinafter "Landlord"), as follows:

**WHEREAS**, Landlord owns property at 189 Alfred Street in the City of Biddeford that is commonly and publicly known as the J. Richard Martin Community Center; and

**WHEREAS**, space located in the Community Center formerly used as a classroom is available with alterations; and

**WHEREAS**, Tenant wishes to establish an office to support the benevolent work of the Association; and

**WHEREAS**, Tenant requires office space for volunteers to manage their work Biddeford, Maine;

**NOW, THEREFORE**, in consideration of the mutual promises herein, the parties do hereby agree:

1. Premises: The leases premises comprise approximately 280 square feet of space in the Community Center.
2. Term: The initial term was from July 1, 2021 to June 30, 2023. The second renewal term was from July 1, 2023 until June 30, 2025. Tenant shall have the option to renew the lease for additional periods of one year and upon mutual agreement with Landlord, in accordance with renewal provision, the term of this lease shall be from July 1, 2025 through June 30, 2026.
3. Rent: By mutual consent and agreement, there is no rent due and payable from the Tenant to the Landlord for the term of the Lease. If the Lease is to be renewed beyond the termination date of this Agreement, then the parties agree that these rent terms may be renegotiated.
4. Utilities: Landlord agrees to provide heat and utilities (water, sewer, electricity) for the term of the Lease. Tenant will be responsible for office cleaning and general maintenance of the property and facility. Tenant will also be responsible for own internet and phone service.
5. Use of Premises: Tenant agrees that it will use the premises for its programmatic work in the City of Biddeford. Tenant will have adequate supervision on site to ensure that the space is managed according to this lease and will not create undue interference, noise, or other nuisances that interfere with the comforts and convenience of other occupants or neighbors of the facility.
6. At the end of the lease term, or at whatever future date the lease is terminated, the Tenant shall deliver up the leased premises in good, clean, and leasable order and condition, reasonable wear and tear excepted, to the Landlord. During the term of this agreement, the Tenant shall keep the premises in clean and sanitary condition. Tenant shall be responsible for costs of repairs or service charges resulting from improper use and any damage caused by its staff or clients using the premises.

- 7. Insurance: Landlord agrees to provide overall property and casualty insurance to the property that it owns and manages. Tenant agrees to provide insurance coverage for the acts and responsibilities of its employees and clients and to insure its own personal property stored or used on site. The Landlord agrees to keep premises equipped with safety appliances or devices required by law or any public authority (including the City of Biddeford) required for the use being made of the premises by the Tenant.
- 8. Right of Entry: The Landlord may enter the leased premises at reasonable times to make repairs, make improvements, or for emergency purposes. The Landlord retains the right to enter the premises in order to show the property to prospective tenants with reasonable notice to Tenant.
- 9. Assignment and Subletting: The Tenant shall not assign or sublet any part of the leased premises.

Termination by Either Party: Either party may terminate this Lease upon ninety (90) days written notice to the other party.

- 10. Entire Agreement: This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not expressly contained in this instrument shall have any force or effect. This Lease shall not be modified in any way, except in writing and executed by both parties.

AGREED TO:

Dated \_\_\_\_\_

City of Biddeford

By: \_\_\_\_\_

\_\_\_\_\_, City Manager

Dated \_\_\_\_\_

St. Louis Alumni Association

By: \_\_\_\_\_

Paul Therrien, President



## Capital Projects / Operations Committee

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**Meeting Date:** July 9, 2025  
**Meeting Time:** 6:00 PM  
**Agenda Item No:** 5.b  
**Item Description:** Review - Biddeford Municipal Airport Ground Leases  
**Submitted By:** Brian S. Phinney, Acting City Manager

### Supporting Information/Documentation:

Memo to Council President (updated), Ground Lease Agreement Lot 6B, Ground Lease Agreement Lot 6E, Ground Lease Agreement & Exhibit A for Lot 7I

### Key Terms:

### Executive Summary:

This item evaluates the terms and conditions of the expiring municipal airport ground leases. A recommendation for a lease extension or other action will result in a recommendation to the Biddeford City Council for further review and adoption.

### Detailed Review:

The Biddeford Municipal Airport, designation B-19, leases land to various tenants for hangers. The City does not own the hangers and only leases the land below the various hangers. Please note the attached document titled, *Memo to the Council President (updated)*. This document was created by the City Solicitor in response to questions asked of the Council President. The information is relevant to the available actions and decisions of the Capital Projects Operations Committee (Committee) under the Code Ordinance at Sec. 62-6 which states, *[t]he Committee on Capital Projects shall, subject to the approval of the Mayor and Council, have the authority to recommend the leasing of any lot or part thereof owned by the City not already under lease or appropriated to the use of any of the various branches of the City government. Such lease shall be recommended to the full Council upon such terms and conditions as the committee deems expedient and shall be for a period not to exceed 15 years, with one option to renew for a ten-year period.* The content of the Memo is not repeated here to ensure both the intent and context are preserved. The document should be read in its entirety.

In the past, the City has not observed the process specified in the Code of Ordinances with regard to the review, renewal, or creation of leases at the airport. The leases between the City

of Biddeford and three tenants expire in November (2) and August (1) of 2025. For the existing leases, the 180-day intent to renew notice provision has not been confirmed. Staff will continue to research his element of the renewal process.

It should also be noted that the per square foot lease equivalent for the Saucier (6B) and Apte (6E) leases is \$0.134/SqFt, whereas the equivalent rate for the O'Donnell (7I) lease is \$0.11965/SqFt.

*The Federal Aviation Administration expressly grants the airport the ability to maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.*

**Funding Source:**


N/A

**Staff Recommendation:**

The terms and conditions of the leases are generally consistent due to the use of a standard ground lease template.

Since the review and renewal process is being formally implemented starting with these renewals, it is recommended that the Committee evaluate the lease template and the soon-to-expire leases and develop a set of questions or concerns to serve as the foundation for future reviews to ensure the Committee has information deemed relevant to conduct the reviews unless the Committee feels otherwise. At a minimum, the O'Donnell (7I) lease, and future expiring leases, should be brought up to the \$0.134/SqFt rate or an updated ground lease rate equivalent.

## Memorandum

TO: Council President Liam LaFontain  
From: Woodman Edmands, P.A.   
Date: April 30, 2025  
RE: Biddeford Airport Leases

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This memo is in relation to your formal request to review the airport leases that the City of Biddeford maintains with the various rental tenants at the Biddeford Municipal Airport. In addition, it analyses the questions proposed by Council President Liam LaFontain regarding the leases.

Attached to this Memo as Exhibit A is a breakdown of the current leases, their end dates, and their renewal timelines. Each of the leases is based on one of three forms that existed during the adoption, and the Exhibit breaks down which form is used. For the most part, each of the three forms are quite similar, with some minor differences in the provisions throughout.

As an executive summary, our opinion is that the leases remain valid and in effect against the City. Our best course of action will be to abide strictly by the terms of the leases moving forward, in order to bring the terms into more favorable ones for the City, such as through the CPI rent adjustments, and begin the process of preparing a new form lease to have ready to enter into once the current leases expire.

### **Where the leases properly authorized under City Ordinance?**

The City Ordinance contained in Section 62-6 states that “The committee on Capital Projects shall, subject to the approval of the Mayor and Council, have the authority to recommend the leasing of any lot or part thereof owned by the City not already under lease... Such lease shall be recommended to the full Council upon such terms and conditions as the committee deems expedient and shall be for a period not to exceed 15 years, with an option to renew for a ten-year period.”

A review of the Capital Projects minutes and agendas, and a review of the City Council minutes and Agendas around the times the leases were entered and did not reveal any approvals granted by those bodies. Although there may be occurrences where some leases were properly authorized and others were not, we would argue that it is a safe assumption that many, if not all, of the leases were not authorized pursuant to the City Ordinance requiring approval of the Mayor and Council, nor any input from the Capital Projects Committee.

### **Has the City’s Conduct (accepting rent) legally ratified these leases?**

Whether the City's conduct has ratified the leases is not necessarily a straightforward answer and rather is a question of fact<sup>1</sup>. At the very least, the collection of rents by the City from the Tenants of the various hangars has created a landlord-tenant relationship between the parties and ratified the tenancy. The City will face difficulties in challenging a ratification of the leases due to an estoppel claim<sup>2</sup>, and may not only have ratified the leases, but may be estopped from claiming any invalidity of the leases due to their actions. Equitable estoppel occurs to prevent a party from asserting a right or claim, if their actions or words have led another party to reasonably believe that right or claim would not be asserted, and the other party has detrimentally relied on such a belief.

In particular, when referring to the City's actions, we note the collection of rent, the entering of new Ground Lease Agreements, the subsequent collection of rent on those Leases, and the entering of the Leases into the various Budget Books for the City. These actions likely amount to ratification of not only the tenancy, but of the lease itself, and it is our opinion that the City would be bound by the terms of the leases and estopped from any denial thereof.

**Are any of the leases voidable or otherwise subject to challenge?**

It would be our legal opinion that none of the leases are voidable or otherwise subject to any challenges. As noted above, since the City would be estopped from challenging or voiding the leases, as the City has been acting like the leases are valid and have been collecting rent from the tenants<sup>3</sup>.

I believe the best course of action the City may have for voiding the leases would be on the renewal of them. Under the terms of the leases, one renewal term of 10 years is allowed, if notice is provided to the City in the proper timeframe (180 days prior to the expiration of the lease). As the Council President notes, this is a unilateral extension of the lease, but it is only for one renewal term. With that being said, if any tenants fail to provide the proper 180 days notice, or have failed to provide the 180 day notice, I would argue that the City may have grounds to deny the extension of the lease<sup>4</sup>. Many of the leases initial terms end on June 30, 2028, and many of the leases were supposed to end on June 30, 2024 or otherwise are currently in their 10 year renewal timeframe. There may be some room to challenge that the failure of the tenant to

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<sup>1</sup> *Matrix Fin. Servs. Corp. v. Albert*, 2015 Me. Super. LEXIS 118, which quotes the Restatement (Third) of Agency, § 4.02 cmt.c. "Whether a principal's actions are sufficient to constitute ratification is an issue of fact."

<sup>2</sup> Under *Auburn v. Desgrosseilliers*, 578 A.2d 712, "...equitable estoppel may be applied to the activities of a government official or agency in the discharge of government functions."

<sup>3</sup> We note in your email that rents may not have even been collected last year. If there is any tenant who has signed a lease and never paid any rent, there may be some more room for argument here on that particular lease.

<sup>4</sup> *Medomak Canning Co. v. York*, 143 Me. 190, "Where the lessee has the right of renewal "Provided he gives notice at or before a specified time to the lessor of his intention to exercise the privilege of renewal, it is ordinarily held that the giving of notice is a condition precedent which must be complied with within the stipulated time, and that, in the absence of special circumstances...the right to renewal is lost if the notice is not given..."

properly provide notice to renew their lease, especially for the leases which ended in June 30, 2024 that may not have paid rent for the year yet, were never renewed, but this could be a difficult argument that would certainly be contested by the Tenants.

### **What options does the City have to renegotiate, restructure, or terminate these leases?**

The previous section summarizes responses to these questions, however we will expand on some other options below.

The City and the Tenant could renegotiate the leases, sign a document dismissing the old lease, and entering into a new lease on different terms. However, this would have to be by mutual agreement between the City and the Tenant, and there is nothing that would explicitly require the tenant to negotiate a new lease.

In terms of restricting the leases, since all of the hangars are currently rented and will be up for renewal/new tenants at around the same times, it may be worthwhile to begin the process of adopting a new lease form for future tenancies to ensure the best possible terms for the City. This may allow the time to get the proper inputs from the City Council and the public to ensure that the new form lease is in the best interest of the City, and conforms to the terms that the City wishes to implement.

The City does possess some situations in which it can terminate the leases, one of which would be the non-payment of any rental amounts owed. However, this provision is conditioned on providing notice to the Tenant of their failure to pay and providing the opportunity for them to cure the rent defect. It may be worthwhile to ensure that all tenants are properly provided notice of any rent not paid and the CPI Adjusted inflations of the rent as to where they will be, as this may provide either some room to renegotiate the leases<sup>5</sup>. Any tenants which fail to cure the rent defect may be subject to having their leases terminated subject to the provisions of Article 11 of each lease.

In addition, the City does have some leeway in modifying the rental amounts at the time of renewal of the leases. Under Article 3.2 of the leases, it states that a Renewal Term is subject to the renegotiation of the rent under Article 4, or any applicable rent increase provided in Article 4<sup>6</sup>. Under Article 4, the Renewal Rent for each of the contracts is equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. As a result, many of the leases which are up for renewal in the coming years can be brought to a more updated rental amount when renewed. For any previously renewed units which have not paid rent, there may be some negotiation in their renewed rent being increased, but I would argue that it is better

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<sup>5</sup> This is to say that if the Tenants have been enjoying the privilege of the leases not being properly enforced per the exact language of the leases, beginning to do so and providing the proper notices may open more options for the city.

<sup>6</sup> The exact language differs between the various lease agreement forms.

to look at these leases on a case-by-case basis to determine the specific facts that may determine a proper outcome.

At the very least, the City should begin ensuring that all CPI adjustments are being made going forward. We did not find any relevant case law which supports a claim that missed CPI adjustments can be demanded moving forward. The Leases note that these increases had to be performed annually based on the prior 12 months CPI adjustment, and also notes that the failure of the City to exercise a right under the Lease does not waive the ability to exercise that right in the future. We may have the proper backing in the contract language to impose some additional rental increases for missed ones, but it would almost certainly be opposed by most, if not all, of the affected Tenants.

**Would pursuing back bill for missed CPI adjustments or rent weaken any potential argument that the leases were improperly authorized or voidable?**

As a short answer, it is possible for the City to make an argument for the enforcement of the lease and an argument for the invalidity of the lease or voidability of it. Assuming that an argument about the lease being void was brought, there would be nothing against or weakening of the City's argument that, as a back up in the instance the lease is found to not be void, that there are rent adjustments that were missed.

In addition, as noted above, pursuing back billing for missed CPI adjustments, especially the notion of back-billing for amounts that should have been paid under an increase and never were, would be a very difficult action to bring. We did not find any relevant case law where a non-residential tenant was back-charged for missed rent increases, and our concern would be that this argument may not hold up in a Court compared to the arguments that the Tenants may have available to them, such as estoppel or ratification.

**EXHIBIT A**

<b>Hangar</b>	<b>Tenant</b>	<b>Lease End</b>	<b>Lease Renewal</b>	<b>Lease Version</b>
1	Marcel Bertrand	June 30, 2028	June 30, 2038	March 1, 2018
2	Joel Keller <sup>1</sup>	October 15, 2024	October 15, 2035	February 3, 2009
3	Marcel Bertrand	June 30, 2024	June 30, 2034	February 3, 2009
4	Paul B. Lariviere	June 30, 2024	June 30, 2034	February 3, 2009
5A	Eldon L. Morrison and Ward Hand, DEW LLC	June 12, 2022	June 12, 2032	February 1, 2007
5B	Eldon L. Morrison and Ward Hand, DEW LLC	June 12, 2022	June 12, 2032	February 1, 2007
5C	Eldon Morrison and Ward Hand	June 30, 2028	June 30, 2038	March 1, 2018
5D	Steven & Louise Morris	June 30, 2024	June 20, 2038	February 3, 2009
5E	Roger A. Cross	June 30, 2028	June 30, 2038	March 1, 2018
5F	Lannie McGahey	June 30, 2024	June 30, 2034	February 3, 2009
5G	GAL-AIR, LLC	June 30, 2024	June 30, 2034	February 3, 2009
5H	Alan E. Godburn	June 30, 2024	June 30, 2034	February 3, 2009
5I	Richard H. Pate	June 30, 2028	June 30, 2038	March 1, 2018
6A	43 North LLC	June 30, 2033	June 30, 2043	March 1, 2018
6B	Donald P. Saucier	November 22, 2025	November 22, 2035	February 3, 2009
6C	Great Moose Aviation, LLC (Records indicate a sale of some sort, see footnote <sup>2</sup> )	May 30, 2023	May 30, 2033	February 1, 2007
6D	Richard J. Rousseau	June 30, 2028	June 30, 2038	March 1, 2018

<sup>1</sup> This lease was scanned with only every other page. All even pages are missing from the document.

<sup>2</sup> The file indicates there was a lease with RJ Aviation, Inc. prior to the Great Moose Aviation lease. Record also indicates a bill of sale between RJ Aviation, Inc. and Great Moose Aviation for an Aircraft Hangar, per a Hangar Purchase Agreement, which was not attached to the record.

6E	John Apte	November 8, 2025	November 8, 2035	February 3, 2009
6F	Michael Glaude and Jeanne Glaude <sup>3</sup>	N/A	N/A	N/A
7A	Henry & Roberta Morin	June 30, 2024	June 30, 2034	February 3, 2009
7B	Thomas Bryand	June 30, 2024	June 30, 2034	February 3, 2009
7C	Theodore N. Poirier	June 30, 2028	June 30, 2038	March 1, 2018
7D	Frederick Celce	June 30, 2028	June 30, 2038	March 1, 2018
7E	Leonard Clow	June 30, 2028	June 30, 2038	March 1, 2018
7F	Roland Belair	June 30, 2028	June 30, 2038	March 1, 2018
7G	Gerald Polakewich	June 30, 2028	June 30, 2038	March 1, 2018
7H	Thomas Sinclair (Assigned by Corey Jacques)	November 21, 2019	November 21, 2029	February 3, 2009
7I	John M. O'Donnell	August 25, 2025	August 25, 2035	February 3, 2009

**Note:**

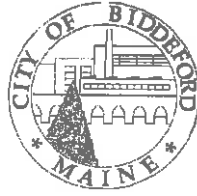
The February 1, 2007 leases contain a “start date” of the date of the execution of the agreement, continuing for 10 years, with a 10 year renewal option.

The February 3, 2009 leases contain a “start date” of July 1<sup>st</sup>, or the date of the agreement, whichever is later, continuing for 10 years with a 10 year renewal option. Exceptions: Lot 6A notes July 5, 2015;

The March 1, 2018 leases contain a start date of the execution of the lease agreement, with a term ending on June 30<sup>th</sup> of varying years (some are 10 years, some are 15 years), with a renewal option of 10 years.

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<sup>3</sup> No lease was contained in the file for this hangar, but there is another Bill of Sale for an aircraft hangar from RJ Aviation, Inc. to Michael and Jeanne Glaude.



# **CITY OF BIDDEFORD**

## **Biddeford Municipal Airport**

### **Ground Lease Agreement**

*Lease Expires on  
November 22, 2025*

Adopted: February 3, 2009

## **GROUND LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into this 23rd day of November 2015, by and between the **CITY OF BIDDEFORD**, a Maine municipal corporation, (the "**CITY**"), and Donald P. Saucier, with a mailing address of 1 Saucier Lane, Old Orchard Beach, Maine 04064, (the "**TENANT**").

### **WITNESSETH:**

**WHEREAS**, **CITY** owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "**Airport**").

**WHEREAS**, **TENANT** wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the **Airport**;

**NOW, THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

### **ARTICLE 1 - LEASED PREMISES**

#### **1.1. DESCRIPTION OF LEASED PREMISES**

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 4,800 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

#### **1.2 "AS IS" CONDITION.**

**TENANT** takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

### **ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE**

#### **2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES**

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT**'s owned or leased aircraft and aircraft related materials and equipment, provided, however,

that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit TENANT to establish or carry out any commercial activity from the PREMISES (See Section 2.1.4).

2.1.2 TENANT shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as TENANT may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by TENANT without the prior written consent of the CITY; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. TENANT covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, TENANT will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 TENANT shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the TENANT's aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the CITY to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: TENANT shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the CITY prior to undertaking any commercial activities on the Premises

2.1.5 TENANT shall park his or her vehicle only in those areas designated for parking and only when using the Airport, TENANT's hangar or TENANT's aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, TENANT shall obtain, at TENANT's own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 TENANT agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the CITY.

### ARTICLE 3 - TERM

#### **3.1 INITIAL TERM; RENT COMMENCEMENT DATE**

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 5, 2015, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 TENANT shall pay rent to the CITY during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

### 3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as TENANT has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. TENANT shall provide CITY with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. CITY shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by TENANT with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

### 3.3 HOLDING OVER

3.3.1 In the event TENANT shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without CITY's written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by CITY or TENANT by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

## ARTICLE 4 - RENTALS, FEES AND RECORDS

### 4.1 FIXED RENT

4.1.1. Fixed annual rent. TENANT agrees to pay CITY, a fixed rent of \$643.20 for the period from the July 1, 2015 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2015.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

### 4.2 RENEWAL RENT

In the event TENANT wishes to renew this Lease as provided in Section 3.2 above, TENANT shall provide the CITY with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, CITY shall provide TENANT with documentation as to those current rents and adjustments.

### 4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the CITY may direct in writing from time to

time.

4.3.2 TENANT shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

#### 4.4 DELINQUENT RENTALS

There shall be added to all sums which the TENANT is required to pay hereunder (whether as rental or otherwise) to CITY and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the CITY generally, including without limitation, interest on unpaid real or personal property taxes.

### ARTICLE 5 - OBLIGATIONS OF TENANT

#### 5.1 NET LEASE

The use and occupancy of the Leased Premises by TENANT will be without cost or expense to CITY and all rent payable hereunder shall be net to the CITY. It shall be the sole responsibility of TENANT to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at TENANT's sole cost and expense, except as otherwise explicitly stated herein.

#### 5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, TENANT shall design and construct, at TENANT's own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. TENANT's proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. TENANT shall pay for and obtain all required Federal, State, County and CITY permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable CITY ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 TENANT shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event TENANT is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining

all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

### **5.3 MAINTENANCE AND OPERATIONS**

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT**. **TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State or Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or

exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, TENANT shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 TENANT shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. CITY reserves the right to require TENANT to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. TENANT shall defend, indemnify and hold the CITY harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from TENANT's storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 TENANT shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that TENANT does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, CITY reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to TENANT. In the event CITY undertakes any such obligation or pays such cost hereunder, TENANT shall repay the CITY all such amounts immediately upon CITY's demand therefor. Nothing herein shall prevent or prohibit the CITY from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

#### **5.4 CITY RIGHT TO INSPECT AND REPAIR**

5.4.1 CITY, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the TENANT, but the CITY reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, CITY shall notify the TENANT that such inspection occurred within a reasonable time thereafter. TENANT shall provide CITY with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 CITY or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and TENANT, upon notice by CITY to TENANT shall be required to perform whatever repair and maintenance CITY deems reasonably necessary. If said repair and maintenance is not undertaken by TENANT within thirty (30) days after receipt of written notice, CITY shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by TENANT as additional rent to be paid to CITY immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, CITY may undertake such repairs as it deems reasonably necessary and charge the cost thereto to TENANT as additional rent to be paid to CITY, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

## **5.5 UTILITIES**

**TENANT** shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to **TENANT** during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, **TENANT** shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and **TENANT** shall pay for any and all service charges incurred there from. The **TENANT** must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. **TENANT** agrees to relocate at its expense any utility service if **CITY** determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

## **5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS**

5.6.1 **TENANT** agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to **TENANT** irrespective of this section.

5.6.2 **TENANT** acknowledges that **CITY** has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that **CITY** shall provide **TENANT** with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects **TENANT** or any subtenant of **TENANT**.

## **5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION**

5.7.1 The **TENANT**, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to **TENANT**'s operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the **TENANT** shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

## **5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS**

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and **CITY** Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT**, **CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

## **5.9 ENVIRONMENTAL STATUTES**

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or

substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of CITY, there exists any uncorrected violation by TENANT of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by TENANT under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from CITY to TENANT, the same shall, at the option of CITY, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 TENANT shall defend, indemnify and hold the CITY harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) TENANT's use of the Premises or operations thereon by or on behalf of TENANT; (b) claims arising out of, related to, or in connection with (i) the release by TENANT of any hazardous material into, onto or from the Premises; or (ii) any arrangement by TENANT for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by TENANT; or (d) claims resulting from any act or omission of TENANT in violation of any Federal, State or Local environmental laws or regulations with respect to TENANT's use of the Leased Premises.

5.9.6 CITY shall give to TENANT prompt and reasonable notice of any such claim or action, and TENANT shall have the right to investigate, compromise, and defend the same.

5.9.7 TENANT, as used in this Section 5.9, shall mean and include the named TENANT, or anyone for whose act TENANT may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

## 5.10 CONFLICTING REGULATIONS

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and

any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

## ARTICLE 6 - OBLIGATIONS OF CITY

### **6.1 OPERATION AS A MUNICIPAL AIRPORT**

**CITY** agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If **CITY** permanently ceases operations of the Airport during the term of this Lease, **CITY** will pay **TENANT** the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

### **6.2 INGRESS AND EGRESS**

Upon paying the rental hereunder and performing the covenants of this Lease, **TENANT** shall have the right of ingress to and egress from the Premises for the **TENANT**, over the roadway provided by **CITY** serving the Premises. **TENANT**'s access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. **CITY**'s roadway shall be used jointly with other tenants on the Airport, and **TENANT** shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as **CITY** deems necessary. **TENANT** shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. **TENANT** shall be responsible for paying for all hookup and periodic usage charges for such utilities and **CITY** shall have no responsibility therefor.

## ARTICLE 7 - CITY'S RESERVATIONS

### **7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES**

7.1.1 **CITY**, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent **TENANT** from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of **CITY**, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event **CITY** requires the use of the Premises for expansion, improvement, or development of the Airport, **CITY** reserves the right, on six (6) months notice, to relocate or replace **TENANT**'s improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by **CITY**. Alternatively, **CITY** reserves the right to terminate this Lease. In that event, **CITY** will pay **TENANT** the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from **TENANT**. **CITY** shall have no further obligations financial or otherwise to **TENANT**.

### **7.2 WAR OR NATIONAL EMERGENCY**

During any time of war or national emergency, CITY shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. CITY shall have no further obligations financial or otherwise to the TENANT.

## ARTICLE 8 - INDEMNITY AND INSURANCE

### **8.1 INDEMNIFICATION**

8.1.1 To the fullest extent permitted by law, TENANT agrees to defend, indemnify, and save forever harmless the CITY, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of TENANT's use or occupancy of the Leased Premises; CITY shall give to TENANT prompt and reasonable notice of any such claims or actions, and TENANT shall have the right to investigate, compromise and defend the same; and provided further, that TENANT shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of CITY, its officers, agents or employees. TENANT as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named TENANT, and anyone for whose act TENANT may be legally liable.

8.1.2 TENANT shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against CITY or in which CITY may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. CITY shall have the right to participate in such suits and no action shall be settled without prior consent of the CITY. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the CITY that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If TENANT is required to obtain workers compensation coverage under Maine law, TENANT agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the CITY. The provisions of this Article 8 and the obligations of TENANT hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall CITY be liable to TENANT or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

### **8.2 LIEN INDEMNIFICATION**

Throughout the term of this Lease, TENANT shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to

arise out of or accrue from any action, omission or use thereof by TENANT. TENANT may in good faith, however, contest the validity of any alleged lien. TENANT shall defend and indemnify and hold the CITY harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the CITY. So long as TENANT defends CITY in any action concerning any such lien, TENANT shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the CITY. This provision shall survive termination or expiration of this Lease Agreement. CITY may, at its sole discretion, pay any amounts secured by any such lien and in such case, TENANT shall repay all such payments to CITY immediately upon CITY's demand therefor.

### 8.3 INSURANCE

8.3.1 Without expense to the CITY, and with no lapse in coverage, TENANT shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 TENANT and the CITY understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and CITY reserves the right to amend the minimums as needed throughout the term of this Lease. TENANT agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the CITY, TENANT shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the CITY may reasonably require, covering such construction. Said insurance shall protect TENANT and CITY from any claims or damages arising out of or resulting from such construction or renovations, and shall name the CITY as an additional insured thereon. In addition to the foregoing, TENANT shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the CITY as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that CITY may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of TENANT in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the CITY prior to the execution of this Lease Agreement and annually thereafter. TENANT shall at all times during the term of this Lease Agreement provide CITY with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be TENANT's responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time TENANT should fail either to obtain or to maintain in force the insurance required herein, the CITY shall notify TENANT of its intention to purchase such insurance for TENANT's account; and, if TENANT has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the CITY may effect such insurance by taking out policies in companies satisfactory to the CITY. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the CITY shall be payable by TENANT as additional rental immediately upon demand therefor by CITY.

#### ARTICLE 9 - DESTRUCTION OF PREMISES

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by TENANT and paid for with TENANT's insurance proceeds; and, if such proceeds are insufficient for such purposes TENANT shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then TENANT may terminate this Agreement by written notice to CITY within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, TENANT shall return the Premises to CITY restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If TENANT does not provide notice of such termination, TENANT shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

#### ARTICLE 10 - CONDEMNATION

10.1 CITY agrees to give prompt written notice to TENANT of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which CITY has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to CITY and payments allocable to TENANT's leasehold interest and improvements shall be paid to TENANT.

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs TENANT's conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as TENANT is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit TENANT to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, TENANT may, in its discretion, give CITY a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. TENANT's obligation to pay rent

hereunder shall be suspended during any temporary taking during which TENANT is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent TENANT is able to continue its operations hereunder from the Premises or from an alternative site, the TENANT shall continue to pay the fixed rent based upon the square footage then available to TENANT.

#### ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The CITY, in addition to any other rights to which it may be entitled by law, acting by and through its CITY MANAGER, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

- (a) To the extent permitted by law, the filing by TENANT of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of TENANT's assets;
- (b) To the extent permitted by law, the entry of an order for relief against the TENANT, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the TENANT;
- (c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of TENANT or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (d) To the extent permitted by law, the appointment of a receiver or trustee of TENANT's assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;
- (e) The voluntary abandonment by TENANT of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or
- (f) The material breach by TENANT of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the TENANT to comply with the Minimum Standards, TENANT's use of the premises in a manner prohibited under this Lease, or the failure of TENANT to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. TENANT, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

- (a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;
- (b) Subject to TENANT's obligation to restore or repair the Premises under Article 9 above, the inability of TENANT to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from TENANT;

- (c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;
- (d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or
- (e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 **Default by CITY.** In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY**, and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 **Default by TENANT.** In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT**, and such default shall not have been cured during such thirty (30) day period by the **TENANT**. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

## **ARTICLE 12 - RIGHTS UPON TERMINATION**

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY**. **TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer

title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to CITY at no cost to CITY and in such case, TENANT shall provide CITY of notice of such offer at least ninety (90) days prior to termination of this Agreement. CITY shall notify TENANT in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, TENANT shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of TENANT hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the TENANT elects, and CITY agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at CITY's option, the CITY may take title or require removal of improvements, alterations and additions made by TENANT in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless CITY has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event TENANT fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in CITY on the thirty-first (31<sup>st</sup>) day after the date of such termination or expiration, and CITY may dispose of such buildings, fixtures and personal property as it sees fit, in CITY discretion, and retain any proceeds from such disposal. In the event CITY incurs a net loss for such disposal, TENANT shall be liable to CITY for reimbursement of such loss.

#### **ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING**

13.1 The TENANT shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to TENANT hereunder, without the prior written consent of the CITY, which approval shall be at the CITY's sole discretion. CITY reserves the right to review the form of all such proposed transfers. TENANT shall notify CITY annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon CITY's request. CITY further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, TENANT shall continue to be liable to CITY for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at CITY's option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

#### **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

#### **14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT**

14.1.1 **TENANT**, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

#### **14.2 QUIET ENJOYMENT**

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

#### **14.3 AGREEMENTS WITH FEDERAL GOVERNMENT**

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

#### **14.4 LICENSE FEES AND PERMITS**

**TENANT** shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

#### **14.5 SECURITY AGREEMENT**

**TENANT**, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any

breach of said security requirements by TENANT, its invitees, subtenants, or anyone for whose act TENANT may be liable.

#### **14.6 PARAGRAPH HEADINGS**

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

#### **14.7 INTERPRETATIONS**

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

#### **14.8 DISPUTE RESOLUTION**

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which TENANT may have to a trial by jury. Notwithstanding the foregoing, TENANT and CITY may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

#### **14.9 NOTICES**

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

**CITY:**

City Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

Airport Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

**TENANT:**

Donald P. Saucier  
1 Saucier Lane  
Old Orchard Beach, ME 04064

or such place as either party shall designate in writing.

#### **14.10 ENTIRE AGREEMENT**

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

#### **14.11 NON-WAIVER**

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by CITY of any rent with knowledge of any breach of this Lease Agreement by TENANT or of any default by TENANT in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by TENANT shall require the consent or approval of CITY, CITY's consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

#### **14.12 REMEDIES CUMULATIVE**

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

#### **14.13 TIME OF ESSENCE**

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

#### **14.14 FORCE MAJEURE**

Neither the CITY nor TENANT shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

#### **14.15 PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

**14.16 MEMORANDUM OF LEASE**

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between CITY and TENANT shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

**14.17 SUCCESSORS AND ASSIGNS**

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of TENANT in violation of any other provisions contained in this Lease Agreement.

**14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST**

The CITY may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

CITY OF BIDDEFORD, MAINE

A. Curtis Koehler

Janet Lane  
By:  
Its City Manager

TENANT

A. Curtis Koehler

André J. J. J. J.  
By:





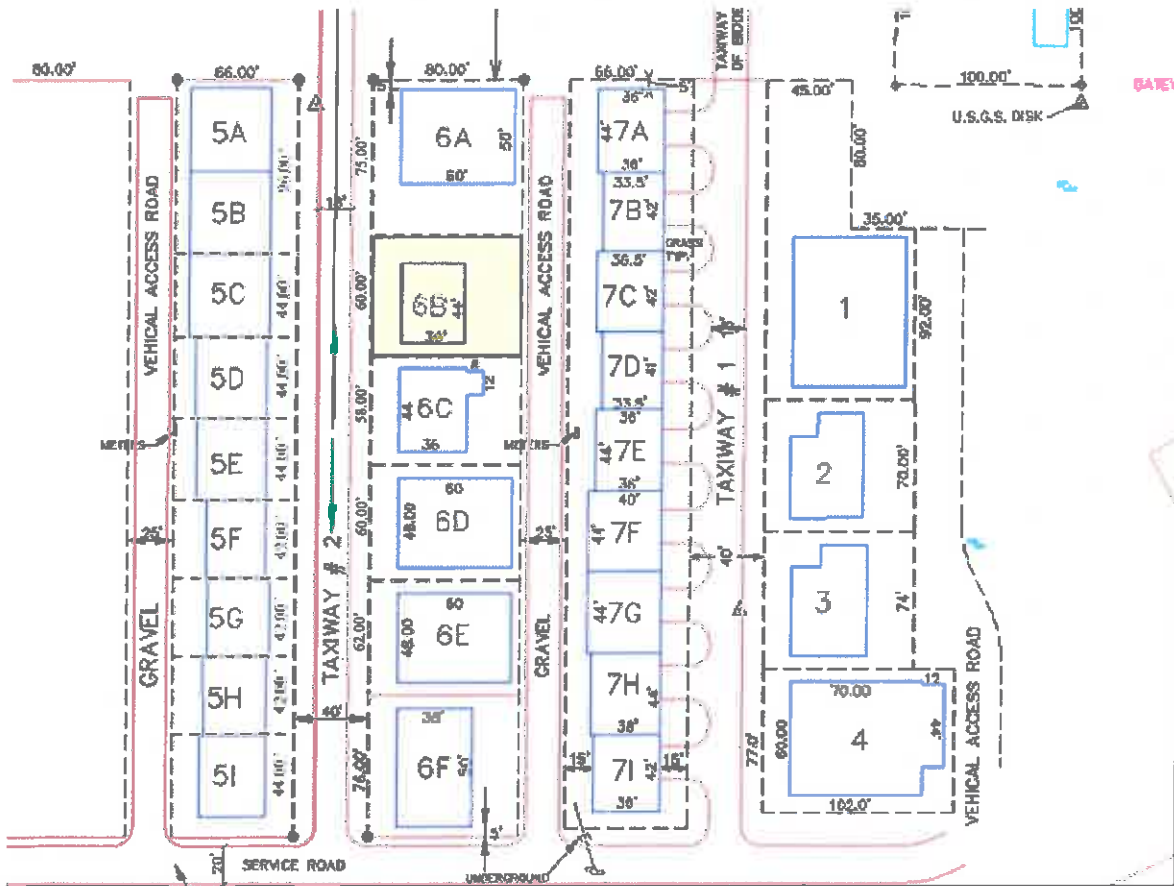
# City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

## Exhibit A

### Hanger 6B

75' x 80' = 4,800 sq. ft.







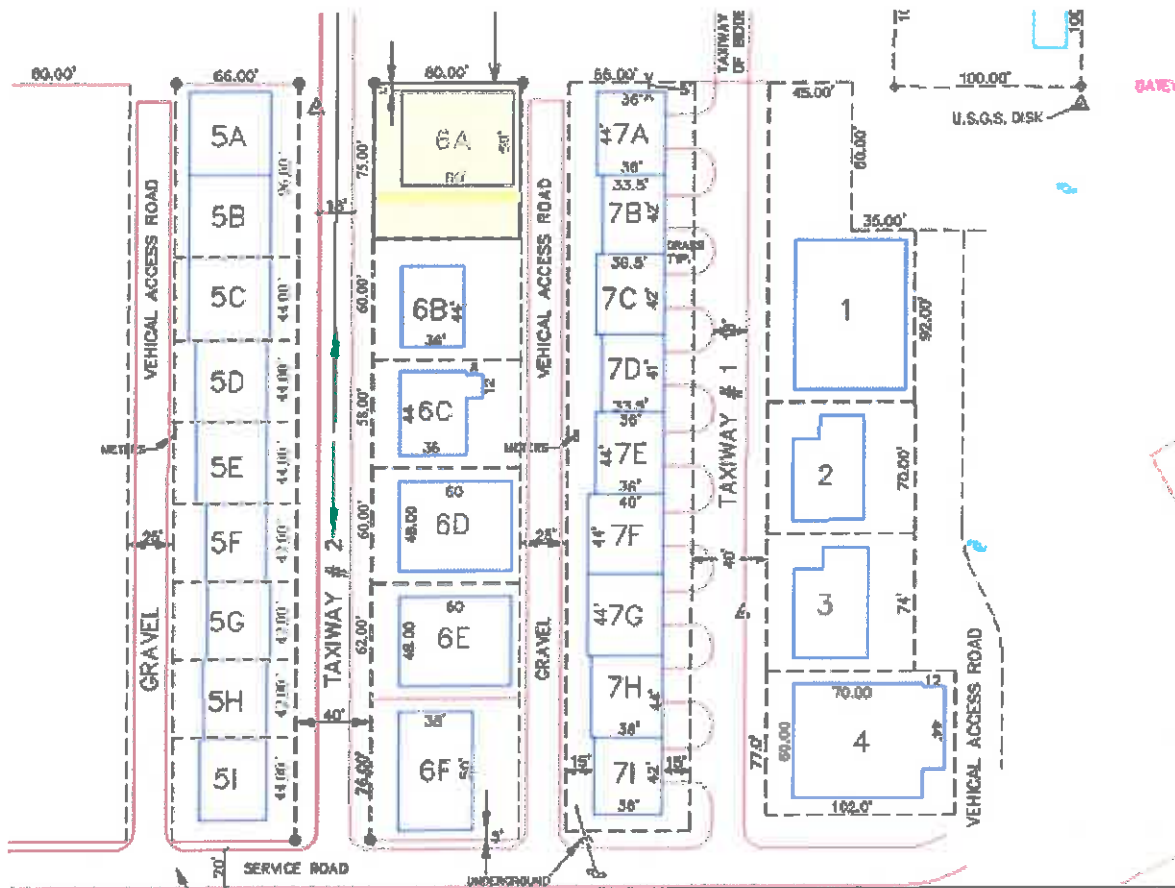
# City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

## Exhibit A

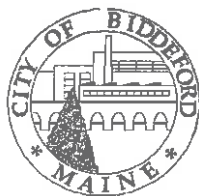
### Hanger 6A

75' x 80' = 6,000 sq. ft.





GE



# CITY OF BIDDEFORD

## Biddeford Municipal Airport

### Ground Lease Agreement

Lease Expires on  
November 8, 2025

Adopted: February 3, 2009

## **GROUND LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into this 9<sup>th</sup> day of November 2015, by and between the **CITY OF BIDDEFORD**, a Maine municipal corporation, (the "**CITY**"), and John Apte, with a mailing address of 110Main St. #304, Saco, Maine 04072, (the "**TENANT**").

### **WITNESSETH:**

**WHEREAS, CITY** owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "**Airport**").

**WHEREAS, TENANT** wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT's** aircraft related equipment and materials and conduct certain permitted uses at the **Airport**;

**NOW, THEREFORE,** in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

### **ARTICLE 1 - LEASED PREMISES**

#### **1.1. DESCRIPTION OF LEASED PREMISES**

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately four thousand nine hundred sixty (4,960) square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

#### **1.2 "AS IS" CONDITION.**

**TENANT** takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT's** sole cost and expense and **CITY** shall have no responsibility therefor.

### **ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE**

#### **2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES**

2.1.1 Permitted Uses: **TENANT** shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of **TENANT's** owned or leased aircraft and aircraft related materials and equipment, provided, however,

that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit TENANT to establish or carry out any commercial activity from the PREMISES (See Section 2.1.4).

2.1.2 TENANT shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as TENANT may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by TENANT without the prior written consent of the CITY; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. TENANT covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, TENANT will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 TENANT shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the TENANT's aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the CITY to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: TENANT shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the CITY prior to undertaking any commercial activities on the Premises

2.1.5 TENANT shall park his or her vehicle only in those areas designated for parking and only when using the Airport, TENANT's hangar or TENANT's aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, TENANT shall obtain, at TENANT's own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 TENANT agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the CITY.

### ARTICLE 3 - TERM

#### **3.1 INITIAL TERM; RENT COMMENCEMENT DATE**

3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2015, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 TENANT shall pay rent to the CITY during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

### 3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as TENANT has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. TENANT shall provide CITY with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. CITY shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by TENANT with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

### 3.3 HOLDING OVER

3.3.1 In the event TENANT shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without CITY's written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by CITY or TENANT by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

## ARTICLE 4 - RENTALS, FEES AND RECORDS

### 4.1 FIXED RENT

4.1.1. Fixed annual rent. TENANT agrees to pay CITY, a fixed rent of \$664.64 for the period from the July 1, 2015 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2015.

4.1.2 Rent increases. Beginning on the first day of July 2016, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

### 4.2 RENEWAL RENT

In the event TENANT wishes to renew this Lease as provided in Section 3.2 above, TENANT shall provide the CITY with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, CITY shall provide TENANT with documentation as to those current rents and adjustments.

### 4.3 TIME AND PLACE OF PAYMENTS

4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the CITY may direct in writing from time to

time.

4.3.2 TENANT shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

#### 4.4 DELINQUENT RENTALS

There shall be added to all sums which the TENANT is required to pay hereunder (whether as rental or otherwise) to CITY and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the CITY generally, including without limitation, interest on unpaid real or personal property taxes.

### ARTICLE 5 - OBLIGATIONS OF TENANT

#### 5.1 NET LEASE

The use and occupancy of the Leased Premises by TENANT will be without cost or expense to CITY and all rent payable hereunder shall be net to the CITY. It shall be the sole responsibility of TENANT to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at TENANT's sole cost and expense, except as otherwise explicitly stated herein.

#### 5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.

5.2.1 If a hangar has not been previously constructed on the Premises, TENANT shall design and construct, at TENANT's own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. TENANT's proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. TENANT shall pay for and obtain all required Federal, State, County and CITY permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable CITY ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 TENANT shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event TENANT is unable to obtain any required Federal, State or Local approvals and permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining

all approvals and permits required for construction of the project, **TENANT** shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, **TENANT** shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. **TENANT** also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of **TENANT**, but **TENANT** shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

### **5.3 MAINTENANCE AND OPERATIONS**

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the **TENANT**. **TENANT** shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. **TENANT** shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. **CITY** agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 **CITY** shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. **TENANT**, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the **CITY** and will comply with the requirements of any Federal, State or Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at **TENANT**'s sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 **TENANT** shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by **TENANT** shall be in quality and class not inferior to the original material and workmanship. **TENANT** shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by **TENANT**, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations enacted by the **CITY** relating to the Airport.

5.3.5 **TENANT** shall paint, repair, replace or rebuild all or any part of the Premises, interior or

exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, TENANT shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 TENANT shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. CITY reserves the right to require TENANT to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. TENANT shall defend, indemnify and hold the CITY harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from TENANT's storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 TENANT shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that TENANT does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, CITY reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to TENANT. In the event CITY undertakes any such obligation or pays such cost hereunder, TENANT shall repay the CITY all such amounts immediately upon CITY's demand therefor. Nothing herein shall prevent or prohibit the CITY from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

#### 5.4 CITY RIGHT TO INSPECT AND REPAIR

5.4.1 CITY, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the TENANT, but the CITY reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, CITY shall notify the TENANT that such inspection occurred within a reasonable time thereafter. TENANT shall provide CITY with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 CITY or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and TENANT, upon notice by CITY to TENANT shall be required to perform whatever repair and maintenance CITY deems reasonably necessary. If said repair and maintenance is not undertaken by TENANT within thirty (30) days after receipt of written notice, CITY shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by TENANT as additional rent to be paid to CITY immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, CITY may undertake such repairs as it deems reasonably necessary and charge the cost thereto to TENANT as additional rent to be paid to CITY, without regard to any notice requirement herein. No waste shall be committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

## **5.5 UTILITIES**

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to TENANT during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, TENANT shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and TENANT shall pay for any and all service charges incurred there from. The TENANT must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. TENANT agrees to relocate at its expense any utility service if CITY determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

## **5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS**

5.6.1 TENANT agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to TENANT irrespective of this section.

5.6.2 TENANT acknowledges that CITY has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that CITY shall provide TENANT with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects TENANT or any subtenant of TENANT.

## **5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION**

5.7.1 The TENANT, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to TENANT's operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

## **5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS**

5.8.1 During the Term hereof and any renewal term, **TENANT** shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and **CITY** Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which **TENANT** acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 **TENANT** shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the **CITY** harmless therefrom, which may in any manner arise out of or are imposed on **TENANT**, **CITY** or Airport because of the failure of the **TENANT** to comply with the requirements of this Section 5.8. Without limiting any other right of **CITY** hereunder, **TENANT**'s non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

## **5.9 ENVIRONMENTAL STATUTES**

5.9.1 **TENANT** covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to **CITY**, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of **TENANT** under environmental laws, or which seek civil, criminal or punitive penalties from **TENANT** for an alleged violation of environmental laws. **TENANT** further agrees to advise the **CITY** in writing as soon as **TENANT** becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. **TENANT** shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the **CITY** for any inspections required by the plan. **TENANT** agrees, at its expense, and at the request of **CITY** when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of **CITY**, to be conducted by **CITY**. This provision shall not relieve **CITY** from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, **TENANT** shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or

substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of **CITY**, there exists any uncorrected violation by **TENANT** of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by **TENANT** under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from **CITY** to **TENANT**, the same shall, at the option of **CITY**, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 **TENANT** shall defend, indemnify and hold the **CITY** harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) **TENANT's** use of the Premises or operations thereon by or on behalf of **TENANT**; (b) claims arising out of, related to, or in connection with (i) the release by **TENANT** of any hazardous material into, onto or from the Premises; or (ii) any arrangement by **TENANT** for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by **TENANT**; or (d) claims resulting from any act or omission of **TENANT** in violation of any Federal, State or Local environmental laws or regulations with respect to **TENANT's** use of the Leased Premises.

5.9.6 **CITY** shall give to **TENANT** prompt and reasonable notice of any such claim or action, and **TENANT** shall have the right to investigate, compromise, and defend the same.

5.9.7 **TENANT**, as used in this Section 5.9, shall mean and include the named **TENANT**, or anyone for whose act **TENANT** may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.

## **5.10 CONFLICTING REGULATIONS**

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and

any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

## ARTICLE 6 - OBLIGATIONS OF CITY

### 6.1 OPERATION AS A MUNICIPAL AIRPORT

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If CITY permanently ceases operations of the Airport during the term of this Lease, CITY will pay TENANT the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from TENANT. CITY shall have no further obligations financial or otherwise to TENANT.

### 6.2 INGRESS AND EGRESS

Upon paying the rental hereunder and performing the covenants of this Lease, TENANT shall have the right of ingress to and egress from the Premises for the TENANT, over the roadway provided by CITY serving the Premises. TENANT's access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. CITY's roadway shall be used jointly with other tenants on the Airport, and TENANT shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as CITY deems necessary. TENANT shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. TENANT shall be responsible for paying for all hookup and periodic usage charges for such utilities and CITY shall have no responsibility therefor.

## ARTICLE 7 - CITY'S RESERVATIONS

### 7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES

7.1.1 CITY, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent TENANT from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of CITY, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event CITY requires the use of the Premises for expansion, improvement, or development of the Airport, CITY reserves the right, on six (6) months notice, to relocate or replace TENANT's improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by CITY. Alternatively, CITY reserves the right to terminate this Lease. In that event, CITY will pay TENANT the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from TENANT. CITY shall have no further obligations financial or otherwise to TENANT.

### 7.2 WAR OR NATIONAL EMERGENCY

During any time of war or national emergency, CITY shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. CITY shall have no further obligations financial or otherwise to the TENANT.

## ARTICLE 8 - INDEMNITY AND INSURANCE

### **8.1 INDEMNIFICATION**

8.1.1 To the fullest extent permitted by law, TENANT agrees to defend, indemnify, and save forever harmless the CITY, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of TENANT's use or occupancy of the Leased Premises; CITY shall give to TENANT prompt and reasonable notice of any such claims or actions, and TENANT shall have the right to investigate, compromise and defend the same; and provided further, that TENANT shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of CITY, its officers, agents or employees. TENANT as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named TENANT, and anyone for whose act TENANT may be legally liable.

8.1.2 TENANT shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against CITY or in which CITY may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. CITY shall have the right to participate in such suits and no action shall be settled without prior consent of the CITY. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the CITY that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If TENANT is required to obtain workers compensation coverage under Maine law, TENANT agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the CITY. The provisions of this Article 8 and the obligations of TENANT hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall CITY be liable to TENANT or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

### **8.2 LIEN INDEMNIFICATION**

Throughout the term of this Lease, TENANT shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to

arise out of or accrue from any action, omission or use thereof by TENANT. TENANT may in good faith, however, contest the validity of any alleged lien. TENANT shall defend and indemnify and hold the CITY harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the CITY. So long as TENANT defends CITY in any action concerning any such lien, TENANT shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the CITY. This provision shall survive termination or expiration of this Lease Agreement. CITY may, at its sole discretion, pay any amounts secured by any such lien and in such case, TENANT shall repay all such payments to CITY immediately upon CITY's demand therefor.

### 8.3 INSURANCE

8.3.1 Without expense to the CITY, and with no lapse in coverage, TENANT shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 TENANT and the CITY understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and CITY reserves the right to amend the minimums as needed throughout the term of this Lease. TENANT agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the CITY, TENANT shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the CITY may reasonably require, covering such construction. Said insurance shall protect TENANT and CITY from any claims or damages arising out of or resulting from such construction or renovations, and shall name the CITY as an additional insured thereon. In addition to the foregoing, TENANT shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the CITY as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that CITY may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of TENANT in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the CITY prior to the execution of this Lease Agreement and annually thereafter. TENANT shall at all times during the term of this Lease Agreement provide CITY with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be TENANT's responsibility throughout the term of this Lease to provide or have provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time TENANT should fail either to obtain or to maintain in force the insurance required herein, the CITY shall notify TENANT of its intention to purchase such insurance for TENANT's account; and, if TENANT has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the CITY may effect such insurance by taking out policies in companies satisfactory to the CITY. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the CITY shall be payable by TENANT as additional rental immediately upon demand therefor by CITY.

#### **ARTICLE 9 - DESTRUCTION OF PREMISES**

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by TENANT and paid for with TENANT's insurance proceeds; and, if such proceeds are insufficient for such purposes TENANT shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then TENANT may terminate this Agreement by written notice to CITY within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, TENANT shall return the Premises to CITY restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If TENANT does not provide notice of such termination, TENANT shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

#### **ARTICLE 10 - CONDEMNATION**

10.1 CITY agrees to give prompt written notice to TENANT of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which CITY has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to CITY and payments allocable to TENANT's leasehold interest and improvements shall be paid to TENANT.

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs TENANT's conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as TENANT is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit TENANT to use the Premises as provided herein for a period of ninety (90) days or more, at the conclusion of said ninety (90) day period, TENANT may, in its discretion, give CITY a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. TENANT's obligation to pay rent

hereunder shall be suspended during any temporary taking during which TENANT is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent TENANT is able to continue its operations hereunder from the Premises or from an alternative site, the TENANT shall continue to pay the fixed rent based upon the square footage then available to TENANT.

#### ARTICLE 11 - TERMINATION OF LEASE

11.1 CITY's Right to Terminate. The CITY, in addition to any other rights to which it may be entitled by law, acting by and through its CITY MANAGER, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

- (a) To the extent permitted by law, the filing by TENANT of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of TENANT's assets;
- (b) To the extent permitted by law, the entry of an order for relief against the TENANT, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the TENANT;
- (c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of TENANT or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (d) To the extent permitted by law, the appointment of a receiver or trustee of TENANT's assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;
- (e) The voluntary abandonment by TENANT of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or
- (f) The material breach by TENANT of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the TENANT to comply with the Minimum Standards, TENANT's use of the premises in a manner prohibited under this Lease, or the failure of TENANT to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

11.2 TENANT's Right to Terminate. TENANT, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

- (a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;
- (b) Subject to TENANT's obligation to restore or repair the Premises under Article 9 above, the inability of TENANT to use said Leased Premises and Airport facilities due to war, earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from TENANT;

- (c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing **TENANT** from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by **CITY**, subject to Article 10 above;
- (d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by **TENANT**, subject to Article 10 above; or
- (e) The material breach by **CITY** of any of the covenants or agreements herein contained and not cured as provided below.

11.3 Default by CITY. In the event of any default by **CITY** of any of its obligations under this Lease Agreement, **TENANT** may declare the **CITY** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the **CITY MANAGER** addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **TENANT** to **CITY**, and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **CITY** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

11.4 Default by TENANT. In the event of any default by **TENANT** of any of its obligations under this Lease Agreement, **CITY** may declare the **TENANT** in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to **TENANT** addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by **CITY** to **TENANT**, and such default shall not have been cured during such thirty (30) day period by the **TENANT**. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the **TENANT** commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event **TENANT** knew or should have known of the default prior to receipt of **CITY** notice, said thirty (30) day period to cure shall be deemed to begin as of the date **TENANT** knew or should have known of said default. Notwithstanding the foregoing, if **TENANT** should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, **TENANT** shall have ten (10) days from receipt of **CITY** notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

## ARTICLE 12 - RIGHTS UPON TERMINATION

12.1 **TENANT** agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to **CITY**. **TENANT** shall remove all buildings, fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at **TENANT**'s cost and expense. In lieu of removal, **TENANT** may, at its option, offer to transfer

title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to CITY at no cost to CITY and in such case, TENANT shall provide CITY of notice of such offer at least ninety (90) days prior to termination of this Agreement. CITY shall notify TENANT in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, TENANT shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of TENANT hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the TENANT elects, and CITY agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at CITY's option, the CITY may take title or require removal of improvements, alterations and additions made by TENANT in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless CITY has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event TENANT fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in CITY on the thirty-first (31<sup>st</sup>) day after the date of such termination or expiration, and CITY may dispose of such buildings, fixtures and personal property as it sees fit, in CITY discretion, and retain any proceeds from such disposal. In the event CITY incurs a net loss for such disposal, TENANT shall be liable to CITY for reimbursement of such loss.

#### **ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING**

13.1 The TENANT shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to TENANT hereunder, without the prior written consent of the CITY, which approval shall be at the CITY's sole discretion. CITY reserves the right to review the form of all such proposed transfers. TENANT shall notify CITY annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon CITY's request. CITY further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, TENANT shall continue to be liable to CITY for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at CITY's option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.

#### **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

#### **14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT**

14.1.1 **TENANT**, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the **CITY** reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the **TENANT**, and reimbursement for such **CITY** expense shall be paid by **TENANT** immediately upon **CITY**'s demand therefor.

14.1.2 **CITY** hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, **TENANT** acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. **TENANT** hereby waives any and all rights and remedies against **CITY** arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

#### **14.2 QUIET ENJOYMENT**

The **CITY** agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by **TENANT** of the covenants, conditions and agreement on its part to be performed and complied with herein, **TENANT** shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

#### **14.3 AGREEMENTS WITH FEDERAL GOVERNMENT**

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the **CITY** and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. **TENANT** agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

#### **14.4 LICENSE FEES AND PERMITS**

**TENANT** shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

#### **14.5 SECURITY AGREEMENT**

**TENANT**, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be **TENANT**'s responsibility, at its own cost and expense, to be in compliance with all existing and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and **TENANT** shall hold the **CITY** harmless and shall pay any fines, penalties, cost or expenses incurred by **CITY** or by **TENANT** and arising out of any

breach of said security requirements by TENANT, its invitees, subtenants, or anyone for whose act TENANT may be liable.

#### **14.6 PARAGRAPH HEADINGS**

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

#### **14.7 INTERPRETATIONS**

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

#### **14.8 DISPUTE RESOLUTION**

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which TENANT may have to a trial by jury. Notwithstanding the foregoing, TENANT and CITY may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

#### **14.9 NOTICES**

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

**CITY:**

City Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

Airport Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

**TENANT:**

John Apte  
110 Main St. #304  
Saco, ME 04072

or such place as either party shall designate in writing.

#### **14.10 ENTIRE AGREEMENT**

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

#### **14.11 NON-WAIVER**

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by CITY of any rent with knowledge of any breach of this Lease Agreement by TENANT or of any default by TENANT in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by TENANT shall require the consent or approval of CITY, CITY's consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

#### **14.12 REMEDIES CUMULATIVE**

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

#### **14.13 TIME OF ESSENCE**

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

#### **14.14 FORCE MAJEURE**

Neither the CITY nor TENANT shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

#### **14.15 PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

**14.16 MEMORANDUM OF LEASE**

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between CITY and TENANT shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

**14.17 SUCCESSORS AND ASSIGNS**

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of TENANT in violation of any other provisions contained in this Lease Agreement.

**14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST**

The CITY may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

CITY OF BIDDEFORD, MAINE

A. Curtis Koehler

James Bennett  
By: James Bennett  
Its City Manager

TENANT

A. Curtis Koehler

John Apte  
By: John Apte





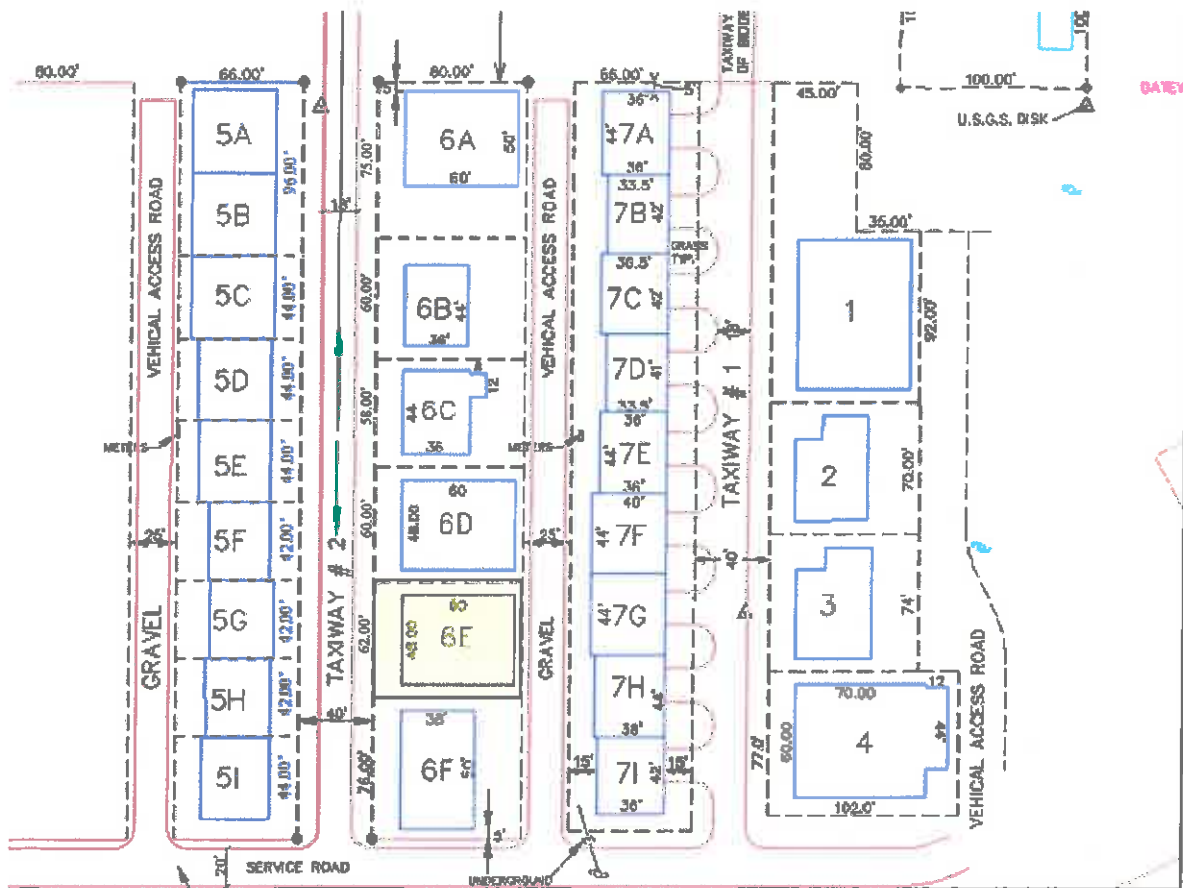
# City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

## Exhibit A

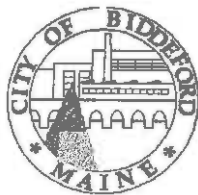
### Hanger 6E

62' x 80' = 4,960 sq. ft.





7I  
3/58-79



# **CITY OF BIDDEFORD**

## **Biddeford Municipal Airport**

### **Ground Lease Agreement**

Lease Expires on  
August 25, 2025

Adopted: February 3, 2009



## **GROUND LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made and entered into this 26th day of August 2015, by and between the **CITY OF BIDDEFORD**, a Maine municipal corporation, (the "**CITY**"), and John M. O'Donnell, with a mailing address of 368 Highland St. Weston, Massachusetts 02493, (the "**TENANT**").

### **WITNESSETH:**

**WHEREAS**, **CITY** owns, controls and operates for the use and benefit of the public, Biddeford Municipal Airport, located in Biddeford, Maine, (the "**Airport**").

**WHEREAS**, **TENANT** wishes to enter into a Ground Lease Agreement with **CITY** in order to construct and/or maintain a hangar for **TENANT**'s aircraft related equipment and materials and conduct certain permitted uses at the **Airport**;

**NOW, THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **CITY** and **TENANT** hereby agree as follows:

### **ARTICLE 1 - LEASED PREMISES**

#### **1.1. DESCRIPTION OF LEASED PREMISES**

The term "Leased Premises" or "Premises" as used in this Lease Agreement, shall mean and include real estate located at Biddeford Municipal Airport, Biddeford, York County, State of Maine, consisting of approximately 2772 square feet, as shown on Exhibit A attached hereto and incorporated herein, and including the rights of ingress thereto and egress therefrom and the right to install, use and maintain utilities, subject to any utility or other easements of record.

#### **1.2 "AS IS" CONDITION.**

**TENANT** takes the Premises in "as is" condition. Other than **CITY** ownership thereof, **CITY** makes no representation or warranty as to the physical condition of the Premises nor as to any other matter concerning the Premises, including but not limited to the presence of any environmental hazards thereon. Without limiting the foregoing, the **CITY** represents that, as of the execution date of this Lease, it has not received notice of any such hazards. All **TENANT** improvements, additions and alterations at or to the Premises will be at **TENANT**'s sole cost and expense and **CITY** shall have no responsibility therefor.

### **ARTICLE 2 - OBJECTIVES AND PURPOSES OF LEASE**

#### **2.1 PERMITTED AND PROHIBITED USES OF LEASED PREMISES**



2.1.1 Permitted Uses: TENANT shall use the Premises solely for the construction and/or maintenance of an aircraft storage hangar ("Hangar") and associated ramp and apron, which may be used for storage of TENANT's owned or leased aircraft and aircraft related materials and equipment, provided, however, that any such uses shall be subject to all applicable Federal, State and Local law including, without limitations, the Biddeford Zoning Ordinance, the Minimum Standards and Procedures for the Lease and/or Use of the Property and Facilities for Aeronautical Activities (the "Minimum Standards") and all regulations of the Biddeford Municipal Airport currently in effect or enacted during the term of this Lease (See Section 5.8.1). Nothing in this section is intended, nor shall it be deemed, to permit TENANT to establish or carry out any commercial activity from the PREMISES (See Section 2.1.4).

2.1.2 TENANT shall have the right to install or improve therein and thereon such fixtures, equipment and facilities as TENANT may deem necessary or desirable; provided, however, that no such structure, improvement, fixture, equipment or facility shall be constructed, improved or installed by TENANT without the prior written consent of the CITY; provided, further, that any such construction shall be subject to all Federal, State and Local Law including, without limitation, the Biddeford Building Codes and the regulations of the Biddeford Municipal Airport on hangar construction. TENANT covenants and agrees that prior to the construction or installation of any such structure, improvement, fixture, equipment, or facility, TENANT will submit detailed plans or other appropriate information showing the location, design and character to the Airport Manager and Biddeford Planning Office. Any such construction shall be subject to the approval of the Biddeford City Council or its designee.

2.1.3 TENANT shall have the right unless prohibited by any Fixed Base Operator Agreement to purchase or otherwise obtain personal property or services of any nature required by or incident to the operation and maintenance of the TENANT's aircraft from any person, partnership, firm, association or corporation it may choose, provided such person, partnership, firm, association or corporation shall have first obtained written approval from the CITY to operate within the airport and shall be in compliance with the Minimum Standards.

2.1.4 Prohibited Uses: TENANT shall not use the Premises for the conduct of any nonaeronautical business, for residential or nonaeronautical commercial use, or for nonaeronautical storage or nonaeronautical activities. TENANT shall obtain the written consent of the CITY prior to undertaking any commercial activities on the Premises

2.1.5 TENANT shall park his or her vehicle only in those areas designated for parking and only when using the Airport, TENANT's hangar or TENANT's aircraft.

2.1.6 All activities hereunder must be conducted pursuant to the Minimum Standards and Rules and Regulations and policies in effect on the date of execution of this Agreement and as may be later amended or revised, and all applicable Federal, State and Local laws and regulations. Prior to undertaking any activities hereunder, TENANT shall obtain, at TENANT's own cost and expense, all approvals and permits required under the Minimum Standards, as well as any other required Federal, State or Local approvals and permits.

2.1.7 TENANT agrees that it shall not provide any Fixed Base Operator (FBO) services as defined by the CITY.

### ARTICLE 3 - TERM

#### **3.1 INITIAL TERM; RENT COMMENCEMENT DATE**



3.1.1 This Lease shall commence as of the date of execution of this Lease Agreement or July 1, 2014, whichever is later (the "Lease Commencement Date") for a term of ten (10) years.

3.1.2 TENANT shall pay rent to the CITY during the Initial Term as provided in Article 4 below beginning on the Lease Commencement Date.

### 3.2 RENEWAL TERM

TENANT shall have the option to renew this Lease for an additional ten (10) years so long as TENANT has been and is continuing in full compliance with all of the terms and conditions herein, and subject to renegotiation of the rent as provided in Article 4 below. TENANT shall provide CITY with no less than One Hundred and Eighty (180) days notice of its intent to renew prior to expiration of the initial term of this Lease. CITY shall renew the Lease pursuant to Section 4.3 below and subject to the continuing compliance by TENANT with all the terms and conditions herein. Such renewal shall be in writing signed by both parties.

### 3.3 HOLDING OVER

3.3.1 In the event TENANT shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without CITY's written renewal thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy at sufferance which may be terminated at any time by CITY or TENANT by giving thirty (30) days' written notice to the other party. Any such tenancy at sufferance shall otherwise be on all of the terms and conditions of this Lease Agreement.

## ARTICLE 4 - RENTALS, FEES AND RECORDS

### 4.1 FIXED RENT

4.1.1 Fixed annual rent. TENANT agrees to pay CITY, a fixed rent of \$331.66 for the period from the July 1, 2014 through the following June 30. For the first year, payment credit will be given for any amount previously paid for the period from July 1 to December 31, 2014.

4.1.2 Rent increases. Beginning on the first day of July 2015, and annually thereafter during the Initial Term, the fixed rent in Section 4.1.1 will be adjusted, based on the increase in the prior 12 months' Consumer Price Index of the U.S. Department of Labor, All Urban Consumers, all items (1982-84 = 100) for the U.S. City Average (Table 10), March to March, or comparable successor index for the immediately prior twelve months. In no event shall such adjustment result in a reduction of the prior year's fixed annual rent. Rent shall be invoiced by the City Finance Department in June of each year.

### 4.2 RENEWAL RENT

In the event TENANT wishes to renew this Lease as provided in Section 3.2 above, TENANT shall provide the CITY with a notice of intent to renew the lease no less than 180 days prior to renewal of the Lease. Rent for the Renewal Term shall be equal to the then current general aviation ground rent in effect as of the commencement of the renewal term, with any then current inflation adjustment applicable to general aviation ground leases. Upon request, CITY shall provide TENANT with documentation as to those current rents and adjustments.

### 4.3 TIME AND PLACE OF PAYMENTS



4.3.1 The foregoing rent shall be payable, on or before August 1 of each year, at the Finance Department, Biddeford City Hall, or such other place as the CITY may direct in writing from time to time.

4.3.2 TENANT shall make prompt and timely payment, without deduction or setoff, of all rentals, fees, assessments, taxes and other charges due hereunder as the same may from time to time come due.

#### **4.4 DELINQUENT RENTALS**

There shall be added to all sums which the TENANT is required to pay hereunder (whether as rental or otherwise) to CITY and which are unpaid after their due date, a late charge of one and one-half percent (1-1/2%) of the unpaid sum for each full calendar month of delinquency computed as simple interest on a monthly basis which corresponds to eighteen (18%) per annum. Any late charge assessed shall be computed from the original due date of the unpaid sum. The rate of the late charge may be changed from time to time pursuant to generally applicable Airport rules and regulations. Any late charge hereunder shall be additional to any interest or other charge imposed by the CITY generally, including without limitation, interest on unpaid real or personal property taxes.

### **ARTICLE 5 - OBLIGATIONS OF TENANT**

#### **5.1 NET LEASE**

The use and occupancy of the Leased Premises by TENANT will be without cost or expense to CITY and all rent payable hereunder shall be net to the CITY. It shall be the sole responsibility of TENANT to maintain, repair and operate the entirety of the Leased Premises and any improvements and facilities constructed thereon at TENANT's sole cost and expense, except as otherwise explicitly stated herein.

#### **5.2 CITY'S CONSENT TO IMPROVEMENTS REQUIRED.**

5.2.1 If a hangar has not been previously constructed on the Premises, TENANT shall design and construct, at TENANT's own cost and expense, a hangar and associated ramp and apron in accordance with the Minimum Standards. Prior to Planning Board review, the proposed design and materials to be used for such construction shall be subject to the review and approval of the Biddeford Planning Office, which approval shall not be unreasonably withheld or delayed. The Planning Office's review shall include review for compatibility with existing airport design and materials and for compliance with the Airport Master Plan then in effect. TENANT's proposed landscaping plan shall be part of the Planning Office's review, and if required subject to final approval by the Planning Board. TENANT shall pay for and obtain all required Federal, State, County and CITY permits or approvals prior to such construction, including but not limited to any required Planning Board approval, and Federal Aviation Agency (hereinafter the "FAA") approvals, including filing FAA Form 7460, Notice of Proposed Construction or Alteration. In addition to complying with any applicable CITY ordinance, all exterior signage to be placed or erected on the Premises shall be subject to the prior written approval of the Planning Office. In the event any substantive change is made in the proposed design and materials to be used after all other applicable review, such changes shall be submitted to the Planning Office for review and approval, which approval shall not be unreasonably withheld or delayed.

5.2.2 TENANT shall apply for any necessary permits and approvals within 60 days of the execution of this Lease. In the event TENANT is unable to obtain any required Federal, State or Local approvals and



permits necessary for construction of its project and to begin construction no later than One (1) year from the date of execution of this Lease, each Party reserves the right to terminate this Lease upon no less than thirty (30) days prior written notice, with no further obligations of either Party hereunder. Upon obtaining all approvals and permits required for construction of the project, TENANT shall promptly commence and diligently complete such construction. All buildings and associated landscaping shall be completed within one (1) year of permit approvals.

5.2.3 Except as provided above, TENANT shall not erect any structures, make any improvements, nor do any construction work on the Premises, without the prior written approval of the Planning Office, whose approval shall not be unreasonably withheld or delayed. Alterations, modifications, additions to or replacements of any structure constructed on the Premises are subject to the prior written approval of the Planning Office, which approval shall not be unreasonably withheld or delayed. TENANT also shall obtain any necessary Planning Board approval. The requirement for the Planning Office's prior approval shall not apply to any improvements, repairs or replacements which are immediately necessary because of an emergency caused by no fault of TENANT, but TENANT shall inform the Airport Manager and Planning Office of such emergency work as soon as reasonable practicable.

### **5.3 MAINTENANCE AND OPERATIONS**

5.3.1 All repair, and maintenance of the leased Premises, including, but not limited to, landscaping, paving and snow and ice removal, shall be the responsibility of the TENANT. TENANT shall maintain the Premises and all of the fixtures, equipment and personal property which may be located in or upon any part thereof in a reasonably neat, clean and sanitary condition. TENANT shall not store snow off the Premises without written approval from the Airport Manager. Snow removal shall not block any aircraft movement areas at any time. CITY agrees that it shall maintain, repair and remove snow and ice from the common areas of the Airport.

5.3.2 CITY shall have the right to take any action it considers necessary to protect general operation of the Airport and the aerial approaches to the Airport against obstruction. TENANT, in the use of the roadways, approaches, taxiways and runways of the aircraft landing field and in the use of the adjacent areas for storage of aircraft, or in the use of their buildings shall abide by and conform to any and all reasonable rules and regulations now existing or as may be hereafter promulgated by the CITY and will comply with the requirements of any Federal, State or Local act or regulation which relates to the operation of the Airport, including, but not limited to, abiding, at TENANT's sole cost and expense, with any Federal, State or Local security or certification requirements which relate to its operations at the Airport.

5.3.3 TENANT shall take good care of the Premises; shall reasonably maintain the Premises and the improvements, buildings and fixtures thereon in good condition at all times; shall make all repairs and replacements inside and outside, ordinary and extraordinary, structural or otherwise. Such repairs and replacements by TENANT shall be in quality and class not inferior to the original material and workmanship. TENANT shall pay promptly the costs and expenses of such repairs, replacements and maintenance, and maintain and repair all utility service lines located upon the Leased Premises to the extent they are used by TENANT, except to the extent such maintenance or repair is the obligation of the utility company providing such utility service.

5.3.4 All exterior repairs, replacements and maintenance shall be subject to the prior written approval of the Planning Office, which shall not be unreasonably withheld or delayed, and shall comply with all applicable Federal, State and Local permit requirements as well as any applicable rules and regulations



enacted by the CITY relating to the Airport.

5.3.5 TENANT shall paint, repair, replace or rebuild all or any part of the Premises, interior or exterior, structural or non-structural, as provided above, which may be damaged or destroyed (subject to the provisions of Article 9 below). In such case, TENANT shall have the right to apply any available insurance proceeds to such purposes.

5.3.6 TENANT shall provide, at its sole cost and expense, the necessary receptacles and arrangements for adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse that results from use of, or activities on, the Premises. CITY reserves the right to require TENANT to participate in any recycling program which may be imposed by Airport rules or by Local, State or Federal law or regulation. TENANT shall defend, indemnify and hold the CITY harmless from any cost, expense, claim, fine or liability, including without limitation attorney's fees and court costs, arising out of or resulting from TENANT's storage, collection, transportation or disposal of any trash, garbage or other refuse hereunder. This obligation of defense and indemnification shall remain in full force and effect after termination or expiration of this Lease.

5.3.7 TENANT shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse and said receptacles must be stored inside the hangar. Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Lease Premises, shall not be permitted.

5.3.8 To the extent that TENANT does not undertake or pay for any of its obligations under this Subsection 5.3 or Subsection 9, CITY reserves the right to undertake such obligations or to pay such costs, in its sole discretion, and to charge all costs thereof to TENANT. In the event CITY undertakes any such obligation or pays such cost hereunder, TENANT shall repay the CITY all such amounts immediately upon CITY's demand therefor. Nothing herein shall prevent or prohibit the CITY from declaring a default hereunder and terminating the Lease as provided in Article 11 below.

#### **5.4 CITY RIGHT TO INSPECT AND REPAIR**

5.4.1 CITY, through its agents, may come on the Premises and enter the Hangar to inspect for compliance with the requirements of this Lease, Airport rules and regulations, environmental laws, or other applicable legal and regulatory requirements. Such inspection will generally take place during normal business hours and following forty eight (48) hours advance notice to the TENANT, but the CITY reserves the right to enter the Premises unannounced at any time that the Airport Manager or City determines such entry is necessary for public safety or security reasons or if necessary for Federal or State required compliance inspections. In the event of such unannounced entry, CITY shall notify the TENANT that such inspection occurred within a reasonable time thereafter. TENANT shall provide CITY with the ability to access the Premises and the Hangar for such public safety and security purposes.

5.4.2 CITY or its designee, at its discretion, shall be the sole judge of the quality of the exterior repair and maintenance; and TENANT, upon notice by CITY to TENANT shall be required to perform whatever repair and maintenance CITY deems reasonably necessary. If said repair and maintenance is not undertaken by TENANT within thirty (30) days after receipt of written notice, CITY shall have the right to enter upon the Leased Premises and perform the necessary repair and maintenance, the cost of which shall be borne by TENANT as additional rent to be paid to CITY immediately upon demand therefor. Notwithstanding the foregoing, in the case of a threat to public health or safety, CITY may undertake such repairs as it deems reasonably necessary and charge the cost thereto to TENANT as additional rent to be paid to CITY, without regard to any notice requirement herein. No waste shall be



committed or damage done to the Premises, the buildings and equipment located thereon, nor to property of CITY.

## **5.5 UTILITIES**

TENANT shall assume and pay for all construction, installation and periodic costs or charges for utility services furnished to TENANT during the term hereof; provided, however, that, consistent with applicable laws, regulations or permit requirements, TENANT shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and TENANT shall pay for any and all service charges incurred there from. The TENANT must also meet the requirements of any Airport Storm Water Pollution Prevention Plan and any amendments thereto. TENANT agrees to relocate at its expense any utility service if CITY determines in its sole discretion that said utility service interferes with present or future airport operations or expansions.

## **5.6 PAYMENT OF TAXES AND OTHER ASSESSMENTS**

5.6.1 TENANT agrees to pay promptly when due, and not to permit to become delinquent, levies, taxes, assessments, improvement fees, excises, permit fees, license fees, charges, impositions or burdens of whatsoever kind and nature, whether general or special, ordinary or extraordinary, foreseen or unforeseen, or for any public improvements or utility services (hereinafter "impositions") which, at any time during the term of this Lease Agreement, may be created, levied, assessed, imposed or charged upon or with respect to the Leased Premises or any part thereof, by any Federal, State, County, Municipal or other authority, which imposition would be valid and applicable to TENANT irrespective of this section.

5.6.2 TENANT acknowledges that CITY has the right from time to time to establish and impose reasonable charges and fees for users of the Airport or its facilities, provided that such charges and fees are charged in a uniform and non-discriminatory manner and do not significantly increase the total fixed and percentage rent due hereunder; and provided, further, that CITY shall provide TENANT with no less than thirty (30) days prior written notice prior to imposing any new fee or charge which directly or indirectly affects TENANT or any subtenant of TENANT.

## **5.7 NONDISCRIMINATION; AFFIRMATIVE ACTION**

5.7.1 The TENANT, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with this Lease of the Premises that, to the extent applicable to TENANT's operations hereunder:

(a) no person on the grounds of race, color, sex, disability, religion, national origin or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subject to, discrimination in the use of said facilities;

(b) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, disability, religion, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) that the TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the



Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

## **5.8 OBSERVANCE OF LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS**

5.8.1 During the Term hereof and any renewal term, TENANT shall, at its own cost and expense, promptly observe and comply with all existing and future applicable laws, ordinances, rules, regulations, licenses, permits, decisions and decrees of the Federal, State, County and CITY Governments (including but not limited to Airport Minimum Standards and Procedures for the Lease and/or Use of Property and Facilities for Aeronautical Activities (Exhibit A), Airport Rules and Regulations (Exhibit B), Airport Hangar Construction and Minimum Specifications (Exhibit C), Airport Storm Water Pollution Prevention Practices (Exhibit D), copies of which TENANT acknowledges having received and which are incorporated herein, as well as those of any other government authority having jurisdiction over the Premises or any part thereof, including without limitation all applicable Federal Aviation Administration rules and regulations, whether the same are in force at the commencement of the term of this Agreement or should be enacted in the future.

5.8.2 TENANT shall pay all fines, penalties, damages, expenses or costs, including reasonable counsel fees, and shall indemnify and hold the CITY harmless therefrom, which may in any manner arise out of or are imposed on TENANT, CITY or Airport because of the failure of the TENANT to comply with the requirements of this Section 5.8. Without limiting any other right of CITY hereunder, TENANT's non-compliance with any provision of this Section 5.8 shall be grounds for termination of this Lease Agreement.

## **5.9 ENVIRONMENTAL STATUTES**

5.9.1 TENANT covenants and agrees to comply with all applicable environmental laws, including without limitation all laws governing hazardous substances and all requirements related to storm water discharges and permits, and to provide to CITY, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of TENANT under environmental laws, or which seek civil, criminal or punitive penalties from TENANT for an alleged violation of environmental laws. TENANT further agrees to advise the CITY in writing as soon as TENANT becomes aware of any condition or circumstances that may result in a potential violation of any environmental laws. TENANT shall comply with any Storm Water Pollution Prevention Plan and any amendments thereto, and shall grant access to the CITY for any inspections required by the plan. TENANT agrees, at its expense, and at the request of CITY when it has a reasonable belief that there is a problem or when required by another governmental entity, to permit an environmental audit solely for the benefit of CITY, to be conducted by CITY. This provision shall not relieve CITY from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

5.9.2 Without limiting the foregoing, TENANT shall not dump, flush, or in any way introduce any hazardous materials or hazardous waste or any other toxic materials upon the Leased Premises nor shall it improperly store, or dispose of any hazardous materials or hazardous waste from any such property, except in full compliance with all applicable laws and regulations. For purposes of this paragraph, the term hazardous materials shall mean inflammable, explosives, radioactive materials and hazardous substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the



Hazardous Conservation and Recovery Act, and the Resources Conservation and Recovery Act, or any similar federal, state or local law, or in any regulations promulgated pursuant thereto, or in any other applicable law. The term "hazardous materials" shall also include any other chemical, material or substance which is or may be regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state or other governmental authority or agency or which, even if not so regulated, may or could pose a hazard to human health and safety.

5.9.3 If in the opinion of CITY, there exists any uncorrected violation by TENANT of an environmental law which requires, or may require, a cleanup, removal or any condition or other remedial action by TENANT under any environmental law, regulation, permit, license, judgment or decree, and such cleanup, removal or other remedial action is not completed, or commenced and diligently pursued, within thirty (30) days from the date of written notice from CITY to TENANT, the same shall, at the option of CITY, constitute an event of default hereunder.

5.9.4 For the purposes of this Section 5.9, the term "environmental law or laws" shall mean all Federal, State and Local laws including statutes, regulations, ordinances, codes, rules, permits, licenses, judgments, decrees, or other governmental restrictions and requirements relating to the environment or any hazardous substance, including but not limited to, the State of Maine environmental protection statutes, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Reauthorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Environmental Protection or successor agency now or anytime hereafter in effect.

5.9.5 TENANT shall defend, indemnify and hold the CITY harmless from and against any and all damages, costs and expenses, including without limitation, fines, penalties, reasonable attorney's fees, consequential damages and remedial costs and other liabilities arising from claims based upon the environmental condition of the Premises and the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), resulting from (a) TENANT's use of the Premises or operations thereon by or on behalf of TENANT; (b) claims arising out of, related to, or in connection with (i) the release by TENANT of any hazardous material into, onto or from the Premises; or (ii) any arrangement by TENANT for the treatment, recycling, storage or disposal at any facility owned or operated by any person or entity of a hazardous material which is present on the Premises or has been or may be deposited at, disposed on or released onto the Premises; and (c) claims related to demolition, cleanup or other remedial measure with regard to environmental conditions on or around the Premises by TENANT; or (d) claims resulting from any act or omission of TENANT in violation of any Federal, State or Local environmental laws or regulations with respect to TENANT's use of the Leased Premises.

5.9.6 CITY shall give to TENANT prompt and reasonable notice of any such claim or action, and TENANT shall have the right to investigate, compromise, and defend the same.

5.9.7 TENANT, as used in this Section 5.9, shall mean and include the named TENANT, or anyone for whose act TENANT may be legally liable.

5.9.8 The Terms of this Section 5.9 shall expressly survive the expiration or earlier termination of this Lease Agreement, including without limitation the terms of Subsection 5.9.5.



## **5.10 CONFLICTING REGULATIONS**

Where there exists a conflict between any of the regulations or limitations prescribed in this Lease and any other regulations applicable to the same area, whether the conflict is with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

## **ARTICLE 6 - OBLIGATIONS OF CITY**

### **6.1 OPERATION AS A MUNICIPAL AIRPORT**

CITY agrees that at all times during the term of this Lease it will operate and maintain the Airport as a municipal airport. If CITY permanently ceases operations of the Airport during the term of this Lease, CITY will pay TENANT the appraised value of any building constructed on the Premises in accordance with the terms of this Lease as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from TENANT. CITY shall have no further obligations financial or otherwise to TENANT.

### **6.2 INGRESS AND EGRESS**

Upon paying the rental hereunder and performing the covenants of this Lease, TENANT shall have the right of ingress to and egress from the Premises for the TENANT, over the roadway provided by CITY serving the Premises. TENANT's access shall be in common with other users and shall be subject to applicable security requirements and to possible episodic interruptions due to security or safety concerns. CITY's roadway shall be used jointly with other tenants on the Airport, and TENANT shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as CITY deems necessary. TENANT shall have the right to bring utilities to the Premises at its own cost and expense and in accord with all applicable laws, rules and regulations for the extension and hookup of such utilities. TENANT shall be responsible for paying for all hookup and periodic usage charges for such utilities and CITY shall have no responsibility therefor.

## **ARTICLE 7 - CITY'S RESERVATIONS**

### **7.1 IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES**

7.1.1 CITY, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the approaches of the Airport against obstructions, together with the right to prevent TENANT from erecting or permitting to be erected, any buildings or other structure on the Airport which, in the opinion of CITY, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.1.2 In the event CITY requires the use of the Premises for expansion, improvement, or development of the Airport, CITY reserves the right, on six (6) months notice, to relocate or replace TENANT's improvements in substantially similar form at another generally comparable location on the Airport. The reasonable costs of such relocation or replacement shall be paid or reimbursed, as appropriate, by CITY. Alternatively, CITY reserves the right to terminate this Lease. In that event, CITY will pay TENANT the appraised value of any building constructed on the premises as determined by the City Tax Assessor. Payment shall be due 90 days following written demand from TENANT. CITY shall have no



further obligations financial or otherwise to TENANT.

## **7.2 WAR OR NATIONAL EMERGENCY**

During any time of war or national emergency, CITY shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease or agreement is executed, the provisions of this Lease Agreement insofar as they are inconsistent with the lease or agreement with the Government shall be suspended or terminated, and in that event, a just and proportionate part of the rent hereunder shall be abated. CITY shall have no further obligations financial or otherwise to the TENANT.

## **ARTICLE 8 - INDEMNITY AND INSURANCE**

### **8.1 INDEMNIFICATION**

8.1.1 To the fullest extent permitted by law, TENANT agrees to defend, indemnify, and save forever harmless the CITY, its officers, agents and employees, from and against all claims and actions and all reasonable expenses incidental to the investigation and defense thereof, based on or arising out of claims for damages or injuries to any person or property, including wrongful death and loss of use of property, and arising, in whole or in part, out of TENANT's use or occupancy of the Leased Premises; CITY shall give to TENANT prompt and reasonable notice of any such claims or actions, and TENANT shall have the right to investigate, compromise and defend the same; and provided further, that TENANT shall not be liable for any claims, actions, injury, damages or losses to the extent they are occasioned by the negligent or intentional act of CITY, its officers, agents or employees. TENANT as used in this Subsection 8.1.1 and in Section 8.2 shall mean and include the named TENANT, and anyone for whose act TENANT may be legally liable.

8.1.2 TENANT shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against CITY or in which CITY may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. CITY shall have the right to participate in such suits and no action shall be settled without prior consent of the CITY. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the CITY that would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

8.1.3 If TENANT is required to obtain workers compensation coverage under Maine law, TENANT agrees to procure and maintain throughout the term of this Lease Agreement, an endorsement to its Workers Compensation coverage waiving any and all rights of subrogation against CITY.

8.1.4 The indemnity and hold harmless provision of Section 8.1 includes indemnity against all reasonable expenses, fees, costs and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the CITY. The provisions of this Article 8 and the obligations of TENANT hereunder shall survive the termination or expiration of this Lease.

8.1.5 In no case shall CITY be liable to TENANT or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Lease.

### **8.2 LIEN INDEMNIFICATION**



Throughout the term of this Lease, TENANT shall not cause nor permit any lien against the Leased Premises, any portion thereof or any City property wherever located, or any improvements thereto, to arise out of or accrue from any action, omission or use thereof by TENANT. TENANT may in good faith, however, contest the validity of any alleged lien. TENANT shall defend and indemnify and hold the CITY harmless from any cost, expense, attorney's fees or other liability arising out of or resulting from any such lien or liens, and shall promptly discharge such lien or stay or prevent its foreclosure by bond or other appropriate legal procedure that is acceptable to the CITY. So long as TENANT defends CITY in any action concerning any such lien, TENANT shall not be required to post a bond with respect to such lien prior to the commencement of a foreclosure action against the CITY. This provision shall survive termination or expiration of this Lease Agreement. CITY may, at its sole discretion, pay any amounts secured by any such lien and in such case, TENANT shall repay all such payments to CITY immediately upon CITY's demand therefor.

### **8.3 INSURANCE**

8.3.1 Without expense to the CITY, and with no lapse in coverage, TENANT shall obtain and cause to be kept in force at all times during the term of this Agreement, insurance required by the Minimum Standards for a category 1X FBO – Aircraft Tie Down and Storage.

8.3.2 TENANT and the CITY understand and agree that the minimum limits of the insurance herein required may become inadequate during the term of this Agreement and CITY reserves the right to amend the minimums as needed throughout the term of this Lease. TENANT agrees that it will increase such minimum limits upon receipt of notice in writing from the CITY.

8.3.4 In the event any construction or renovation on the Premises is approved by the CITY, TENANT shall procure and maintain, or cause to be procured and maintained, comprehensive general liability insurance covering bodily injury and property damage, including special hazards insurance, in such amount as the CITY may reasonably require, covering such construction. Said insurance shall protect TENANT and CITY from any claims or damages arising out of or resulting from such construction or renovations, and shall name the CITY as an additional insured thereon. In addition to the foregoing, TENANT shall cause to be procured and maintained automobile liability in such amounts as the CITY may reasonably require.

8.3.5 All policies of insurance required herein shall be in a form and issued by a company or companies approved to do insurance business in the State of Maine. Each such policy affecting the Premises shall provide that such policy may not be changed, altered or canceled by the insurer during its term without first giving thirty (30) days' notice in writing to the Airport Manager. Each liability policy required to be obtained hereunder shall name the CITY as an additional insured thereunder and shall be on an occurrence basis. All policies required hereunder shall be primary to any insurance or self-insurance that CITY may maintain for its own benefit.

8.3.6 Certificates or other evidence of insurance coverage required of TENANT in this Article, in amounts no less than those stipulated herein or as may be in effect from time-to-time, shall be delivered to the CITY prior to the execution of this Lease Agreement and annually thereafter. TENANT shall at all times during the term of this Lease Agreement provide CITY with at least thirty (30) days prior written notice of any change or modification in insurance coverage or insurance carrier affecting the Leased Premises. Insurer shall provide no less than thirty (30) days written notice prior to cancellation, reduction in coverage or expiration of each policy required hereunder, said notice to be sent to the Airport Manager. It shall be TENANT's responsibility throughout the term of this Lease to provide or have



provided to the Airport Manager renewal insurance certificates with no lapse in coverage prior to such renewal.

8.3.7 If at any time TENANT should fail either to obtain or to maintain in force the insurance required herein, the CITY shall notify TENANT of its intention to purchase such insurance for TENANT's account; and, if TENANT has not delivered evidence of insurance to the Airport Manager prior to the date on which the current insurance expires, the CITY may effect such insurance by taking out policies in companies satisfactory to the CITY. Such insurance shall be in amounts no greater than those stipulated herein or as may be in effect from time-to-time. The amount of the premiums for such insurance obtained by the CITY shall be payable by TENANT as additional rental immediately upon demand therefor by CITY.

#### **ARTICLE 9 - DESTRUCTION OF PREMISES**

9.1 In the event the buildings and improvements on the Premises, or any substantial part thereof, should be damaged or destroyed by an insured casualty, such buildings or improvements shall be repaired or rebuilt by TENANT and paid for with TENANT's insurance proceeds; and, if such proceeds are insufficient for such purposes TENANT shall pay the deficiency, unless otherwise agreed as provided herein. Repair or restoration of the buildings and improvements shall be in accordance with the original Plans and Specifications, together with alterations or modifications made or agreed upon prior to the casualty, unless the Parties otherwise mutually agree to new or modified plans.

9.2 Notwithstanding the foregoing, during the term of this Agreement or any renewal thereof, in the event the buildings and improvements on the Premises, or a substantial part thereof, should be destroyed, then TENANT may terminate this Agreement by written notice to CITY within ninety (90) days of the casualty and all obligations of each party hereunder shall terminate. In the event of such termination, TENANT shall return the Premises to CITY restored to a clean and usable condition, with removal of all personal and real property as provided in Article 12 below. If TENANT does not provide notice of such termination, TENANT shall proceed diligently to rebuild and restore the Premises and the buildings and improvements thereon in accord with the original plans and specifications or such other plans and specifications as may be approved by the Planning Office and, if required, the Planning Board.

#### **ARTICLE 10 - CONDEMNATION**

10.1 CITY agrees to give prompt written notice to TENANT of any eminent domain, condemnation, compulsory acquisition or like proceedings by any competent authority which might result in a partial or full taking of the Leased Premises and of which CITY has actual notice. Each party may file and prosecute their respective claims for an award, but all awards and payments on account of a taking shall be held in trust by the recipient to be distributed according to the respective interests of the parties, i.e., payments allocable to the value of the Leased Premises and the residual interest in the Leased Premises shall be paid to CITY and payments allocable to TENANT's leasehold interest and improvements shall be paid to TENANT.

10.2 In the case of a taking (other than for temporary use) of the fee of the entire Leased Premises, or so substantial a part of the Leased Premises that such taking materially impairs TENANT's conduct of its operations at or from the Premises, this Agreement shall terminate as of the effective date of such taking. In the case of a temporary taking (including without limitation a temporary taking as a result of relocation under 7.1.2 above), this Agreement shall be suspended during such time as TENANT is unable to use the Leasehold Premises for the uses provided herein. In the case of a temporary taking which does not permit TENANT to use the Premises as provided herein for a period of ninety (90) days or more, at the

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conclusion of said ninety (90) day period, TENANT may, in its discretion, give CITY a thirty (30) day notice of its intent to terminate the Lease Agreement. This Lease shall terminate at the end of the thirty (30) day notice period, with no further obligation by either party. TENANT's obligation to pay rent hereunder shall be suspended during any temporary taking during which TENANT is unable to conduct its operations at or from the Leased Premises; provided, however, to the extent TENANT is able to continue its operations hereunder from the Premises or from an alternative site, the TENANT shall continue to pay the fixed rent based upon the square footage then available to TENANT.

#### **ARTICLE 11 - TERMINATION OF LEASE**

**11.1 CITY's Right to Terminate.** The CITY, in addition to any other rights to which it may be entitled by law, acting by and through its CITY MANAGER, may declare this Lease Agreement terminated in its entirety, subject to and in the manner provided herein, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Premises:

- (a) To the extent permitted by law, the filing by TENANT of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of TENANT's assets;
- (b) To the extent permitted by law, the entry of an order for relief against the TENANT, by a court of applicable jurisdiction, pursuant to any involuntary bankruptcy petition filed against the TENANT;
- (c) To the extent permitted by law, the taking of jurisdiction by a court of competent jurisdiction of TENANT or its assets, pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (d) To the extent permitted by law, the appointment of a receiver or trustee of TENANT's assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors;
- (e) The voluntary abandonment by TENANT of the Leased Premises (and the failure to pay rent thereon) for a period in excess of sixty (60) days; or
- (f) The material breach by TENANT of any of the covenants or agreements herein contained and not cured as provided below. A material breach shall include, but not be limited to, the failure of the TENANT to comply with the Minimum Standards, TENANT's use of the premises in a manner prohibited under this Lease, or the failure of TENANT to pay any rental, fee, or charge required to be paid by the terms of this Lease Agreement when the same is due and payable.

**11.2 TENANT's Right to Terminate.** TENANT, in addition to any other right given to it herein or to which it may be entitled by law, may terminate this Agreement in its entirety, subject to and in the manner provided herein, upon or after the happening of any one of the following events:

- (a) The issuance by any court of competent jurisdiction of an injunction which materially prevents or restrains the use of the Airport or the Leased Premises for the purposes permitted under this Lease Agreement and such injunction remaining in force for a period of at least ninety (90) days after the date of receipt of written notice of such injunction by CITY;
- (b) Subject to TENANT's obligation to restore or repair the Premises under Article 9 above, the inability of TENANT to use said Leased Premises and Airport facilities due to war,



earthquake or other casualty for a longer period than ninety (90) days after the date of receipt of written notice of such inability from TENANT;

(c) Any action of any governmental authority, board, agency or officer having jurisdiction thereof preventing TENANT from conducting the activities permitted hereunder at or on the Leased Premises by a taking, directly or indirectly, in whole or a substantial part, of the Leased Premises for a period of at least ninety (90) days after receipt of written notice of such action by CITY, subject to Article 10 above;

(d) The taking, through the process of eminent domain, of all or a substantial part of the Premises leased by TENANT, subject to Article 10 above; or

(e) The material breach by CITY of any of the covenants or agreements herein contained and not cured as provided below.

**11.3 Default by CITY.** In the event of any default by CITY of any of its obligations under this Lease Agreement, TENANT may declare the CITY in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to the CITY MANAGER addressed and copied as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. No termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by TENANT to CITY, and the City shall not have cured such default during such thirty (30) day period. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the CITY commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable.

**11.4 Default by TENANT.** In the event of any default by TENANT of any of its obligations under this Lease Agreement, CITY may declare the TENANT in default by delivering by hand during regular business hours or sending by certified mail, return receipt requested, of written notice to TENANT addressed as provided in Section 14.9 below, specifying both the date upon which termination will take effect and also the cause for which this Lease Agreement is being terminated. Except as provided otherwise in this Lease Agreement whereby no opportunity to cure is required, no termination shall be effective until not less than thirty (30) days have elapsed after the date of delivery of notice by CITY to TENANT, and such default shall not have been cured during such thirty (30) day period by the TENANT. If such default by its nature cannot be cured within such thirty (30) day period, no termination shall be effective if the TENANT commences to correct such default within said thirty (30) days from the date of delivery of the notice of default, and continues with due diligence to correct the same as promptly as reasonably practicable. In the event TENANT knew or should have known of the default prior to receipt of CITY notice, said thirty (30) day period to cure shall be deemed to begin as of the date TENANT knew or should have known of said default. Notwithstanding the foregoing, if TENANT should fail to pay any sum, including without limitation any rental, tax, assessment or use fee or charge, as required hereunder, TENANT shall have ten (10) days from receipt of CITY notice of default to cure said default, and if not so cured, termination of this Lease Agreement shall be effective as of the eleventh day following said receipt of notice.

## **ARTICLE 12 - RIGHTS UPON TERMINATION**

**12.1** TENANT agrees that upon the expiration of the Initial Term of this Lease or sooner termination thereof, the Leased Premises will be promptly delivered to CITY. TENANT shall remove all buildings,



fixtures and personal property located on the Leased Premises within thirty (30) days of the date of expiration or termination, and repair any damage resulting from such removal and restore the Premises, all at TENANT's cost and expense. In lieu of removal, TENANT may, at its option, offer to transfer title, through execution of appropriate documents, to some or all of the buildings and improvements on the Premises to CITY at no cost to CITY and in such case, TENANT shall provide CITY of notice of such offer at least ninety (90) days prior to termination of this Agreement. CITY shall notify TENANT in writing within the ninety (90) day period as whether it accepts or rejects said offer. In the event CITY rejects the offer, TENANT shall be obligated to remove the buildings and improvement from the Premises within thirty (30) days of expiration or termination as provided herein. Upon the termination or expiration of the Initial Term of this Lease Agreement, all rights of TENANT hereunder to possession of the Premises under this Agreement shall immediately terminate.

12.2 If the TENANT elects, and CITY agrees, to enter into a Renewal of this Agreement, at expiration or termination of any Renewal term, at CITY's option, the CITY may take title or require removal of improvements, alterations and additions made by TENANT in the same manner and on the same terms as provided in Section 12.1 at termination or expiration of the Initial Term.

12.3 Unless CITY has agreed in writing to accept title to buildings and improvements under Section 12.1 above, in the event TENANT fails to remove the buildings, fixtures or personal property from the Premises within thirty (30) days of termination or expiration of this Lease, title to said buildings, fixtures and personal property shall vest in CITY on the thirty-first (31<sup>st</sup>) day after the date of such termination or expiration, and CITY may dispose of such buildings, fixtures and personal property as it sees fit, in CITY discretion, and retain any proceeds from such disposal. In the event CITY incurs a net loss for such disposal, TENANT shall be liable to CITY for reimbursement of such loss.

#### **ARTICLE 13 - NO ASSIGNMENT AND SUBLETTING**

13.1 The TENANT shall not assign, rent, sublease, sell, convey, mortgage, encumber or otherwise transfer in any manner all or any part of the Leased Premises or the improvements located thereon or any of the privileges granted to TENANT hereunder, without the prior written consent of the CITY, which approval shall be at the CITY's sole discretion. CITY reserves the right to review the form of all such proposed transfers. TENANT shall notify CITY annually of the identity of all sublessees of any portion of the Premises, or shall provide such information upon CITY's request. CITY further reserves the right to place such reasonable conditions upon any such transfer as it deems to be in the best interest of the CITY.

In the event of any approved transfer, sublease or assignment, TENANT shall continue to be liable to CITY for all rent, fees, taxes, assessments and all other obligations under this Lease for which it is liable hereunder. All approved transferees, subleases or assignees shall be required to conform to all of the terms and conditions of this Lease Agreement, including without limitation, all insurance requirements hereunder.

13.2 Any violation of the terms of this Article by any person at or on the Premises, or conducting any activities from, at or on the Premises, shall be deemed a breach of this Lease Agreement and, at CITY's option, may result in termination of this Lease Agreement pursuant to Article 11.

13.3 Any sale or transfer, whether to one or more persons or entities and whether at one or more different times, of a total of fifty percent (50%) or more of the ownership interest in any corporation, partnership, limited liability company or other entity which is then the legal tenant under this Lease Agreement shall be deemed an assignment of this Lease Agreement within the meaning of this Article 13.



## ARTICLE 14 - MISCELLANEOUS PROVISIONS

### **14.1 NON-INTERFERENCE WITH OPERATION OF AIRPORT**

14.1.1 TENANT, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard or interfere with or endanger general operations at the Airport. In the event the aforesaid covenant is breached, the CITY reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of the TENANT, and reimbursement for such CITY expense shall be paid by TENANT immediately upon CITY's demand therefor.

14.1.2 CITY hereby reserves for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of, or flight in the air, using said air space, or landing at, taking off from, or operating at the Airport. In addition, TENANT acknowledges that because of the close location of the Premises to the "airfield operations area", that noise, vibration, fumes, debris and other interference with the Premises will be caused by Airport operations. TENANT hereby waives any and all rights and remedies against CITY arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport.

### **14.2 QUIET ENJOYMENT**

The CITY agrees that on payment of the rentals and fees hereunder, and subject to performance and compliance by TENANT of the covenants, conditions and agreement on its part to be performed and complied with herein, TENANT shall peaceably have and enjoy the rights, uses and privileges of the Airport, its appurtenances and facilities, and of the Leased Premises, to the extent granted herein.

### **14.3 AGREEMENTS WITH FEDERAL GOVERNMENT**

This Lease Agreement is subject and subordinate to the provisions of any agreements that have been or shall be made between the CITY and the United States of America relative to the operation or maintenance of the Airport, the execution of which have been or shall be required as a condition to the expenditure of Federal funds for the extension, expansion, improvement, maintenance or development of the Airport. TENANT agrees to comply with all applicable laws and regulations and to modify or amend this Agreement as required to comply with such applicable laws and regulations.

### **14.4 LICENSE FEES AND PERMITS**

TENANT shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or Local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

### **14.5 SECURITY AGREEMENT**

TENANT, at its own cost and expense, shall be responsible for ensuring that all building entrances, exits, and any access to the Leased Premises are in compliance with all applicable Airport Security Programs. It shall be TENANT's responsibility, at its own cost and expense, to be in compliance with all existing



and future security requirements of the Department of Transportation, Transportation Security Administration, and/or the Airport Security Program, and TENANT shall hold the CITY harmless and shall pay any fines, penalties, cost or expenses incurred by CITY or by TENANT and arising out of any breach of said security requirements by TENANT, its invitees, subtenants, or anyone for whose act TENANT may be liable.

#### 14.6 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of the Lease.

#### 14.7 INTERPRETATIONS

The laws of the State of Maine shall govern the validity, interpretation, performance and enforcement of this Agreement. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. Unless the context specifically provides otherwise, "person" wherever used in this Lease shall include, without limitation, an individual, a sole proprietor, a corporation, a partnership or any legal entity authorized by law.

#### 14.8 DISPUTE RESOLUTION

All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of York County, State of Maine. TENANT hereby agrees to waive any rights which TENANT may have to a trial by jury. Notwithstanding the foregoing, TENANT and CITY may mutually agree to submit any dispute hereunder to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

#### 14.9 NOTICES

Except as otherwise provided in Article 11 for certified mail or hand delivery of notice of default, whenever any notice or payment is required by this Lease Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to, or hand-delivered to:

**CITY:**

City Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

Airport Manager  
City of Biddeford  
P.O. Box 586  
Biddeford, ME 04005

**TENANT:**

John M. O'Donnell  
368 Highland St.  
Weston, Massachusetts 02493

Or such place as either party shall designate in writing.

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#### **14.10 ENTIRE AGREEMENT**

This Lease Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, are merged herein, and this Lease Agreement may be amended only in a writing executed by duly authorized representatives of the parties hereto.

#### **14.11 NON-WAIVER**

No waiver by either Party of any of the terms, covenants, and conditions hereof to be performed kept and observed by the other Party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept, and observed by the other party. The receipt by CITY of any rent with knowledge of any breach of this Lease Agreement by TENANT or of any default by TENANT in the observance or performance of any of the terms, covenants or conditions of this Lease Agreement shall not be deemed to be a waiver of any provision of this Lease Agreement. If any action by TENANT shall require the consent or approval of CITY, CITY's consent to, or approval of, such action on any one occasion shall not be deemed a consent to, or approval of, said action on any subsequent occasion, or consent to, or approval of, any other action on the same or any subsequent occasion.

#### **14.12 REMEDIES CUMULATIVE**

All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided herein or allowed by law shall not be to the exclusion of any other remedy.

#### **14.13 TIME OF ESSENCE**

Time is and shall be of the essence in respect to the performance of each and every provision of this Lease Agreement.

#### **14.14 FORCE MAJEURE**

Neither the CITY nor TENANT shall be deemed in violation of this Lease Agreement if either should be prevented from performing any of the obligations hereunder (other than any obligations to make payments) by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control. The party claiming force majeure shall give prompt written notice to the other party of such event or events, and shall resume performance promptly upon the conclusion of the event or events preventing its performance.

#### **14.15 PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,



shall not be affected thereby, and each term, covenant, condition, and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

**14.16 MEMORANDUM OF LEASE**

Either party at the request of the other, shall execute, acknowledge and deliver for recording, a memorandum or short form lease prepared by the requesting party; provided, however, that the relations between CITY and TENANT shall be governed solely by the provisions of this Lease Agreement and not by any such memorandum or short form lease which may be executed, delivered and recorded.

**14.17 SUCCESSORS AND ASSIGNS**

All of the terms, provisions, covenants, stipulations, conditions and considerations in this Lease Agreement shall extend to and bind the legal representatives, heirs, successors, and any permitted assigns of the respective parties hereto. Nothing herein shall be deemed to authorize or permit any assignment or other transfer, in whole or in part, of the interest of TENANT in violation of any other provisions contained in this Lease Agreement.

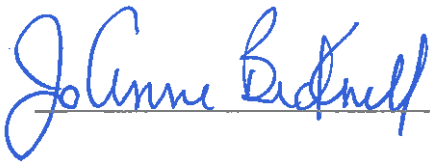
**14.18 ASSIGNMENT TO CITY SUCCESSOR IN INTEREST**

The CITY may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first above mentioned at Biddeford, Maine.

WITNESS

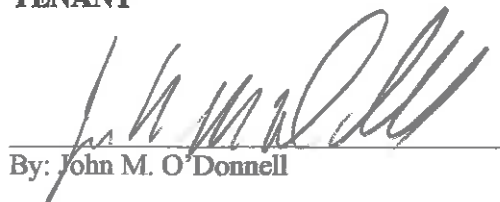
CITY OF BIDDEFORD, MAINE



  
By: \_\_\_\_\_  
Its City Manager

TENANT



  
By: John M. O'Donnell





# City of Biddeford, Maine

205 Main St. P.O. Box 586 Biddeford, Maine 04005

## Exhibit A

### Hanger 7I

42' x 66' = 2,772 sq. ft.

