



**City of Biddeford
City Council**

July 15, 2025 at 6:00 PM
City Hall Council Chambers & Zoom

[Click to Join Zoom Meeting Online](#)

Or call in by phone: +1 312 626 6799

Meeting ID: 966 6346 7228

Passcode:984285

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Proclamation
 - 4.a **July 18, 2025, as Park and Recreation Professionals Day-Proclamation**
 - 4.b National Night Out- Proclamation
5. Recognition
 - 5.a Fire Department Promotions:
Ken Thorpe, Assistant Chief
Steven Quinn, Lieutenant/Paramedic.
6. Presentation
 - 6.a Citgo Sign -Public Art
 - 6.b Yodel Software presented by HOB, the Chamber and the School Department.
7. Public Addressing the Council
(3 minute limit per speaker for up to a total of 15 minutes)
8. Consideration of Minutes
 - 8.a Council minutes 7-1-25
9. Orders of the Day
 - 9.a Remove from Table 2028.83 Approval of Main St Pump Station Upgrades
 - 9.b 2025.94 Approval/ Public Works Supervisors/ Teamsters Local 340 - CBA

- 9.c 2025.91 Approval Maine EMS Sustainability Program Grant
- 9.d 2025.92 Approval Stephen & Tabitha King Foundation Marine Rescue Boat Grant
- 9.e 2025.98 Approval Amend Council Rules
- 9.f Approval / Rescind Order 2025.69 Authorizing the City Manager to Execute a Development Agreement Between the City of Biddeford and Westbrook Development Corporation
- 10. Committee of the Whole
 - 10.a Local Bond and Referendum Questions for the November Ballot
 - 10.b Review Status of Telecommunications Stack at 3 Lincoln Street (former MERC Stack)
- 11. Public Addressing the Council
 - (5 minute limit per speaker)
- 12. City Manager Report
- 13. Committee Updates by Council
- 14. Other Business
- 15. Council President Addressing the Council
- 16. Mayor Addressing the Council
- 17. Adjourn



PROCLAMATION

Designation of July 18, 2025, as Park and Recreation Professionals Day

WHEREAS, the Biddeford City Council recognizes that parks and recreation professionals are essential to our city's health, happiness, and sense of community; and

WHEREAS, Biddeford's Parks and Recreation Department provides programs like special events, summer camps, after school programs, senior activities at the Community Center, and inclusive youth sports leagues that enrich the lives of residents of all ages; and

WHEREAS, the department's staff and volunteers work tirelessly to keep our parks, playgrounds, and trails—such as Clifford Park, May Field, and Mechanics Park—clean, safe, and welcoming spaces for everyone; and

WHEREAS, Biddeford's parks and recreation team supports the community by organizing events that bring neighbors together, maintaining vibrant green spaces that improve our environment, and offering affordable recreational opportunities that promote physical and mental well-being; and

WHEREAS, the City Council deeply appreciates the dedication, creativity, and professionalism of our parks and recreation staff who help make Biddeford a better place to live, work, and visit;

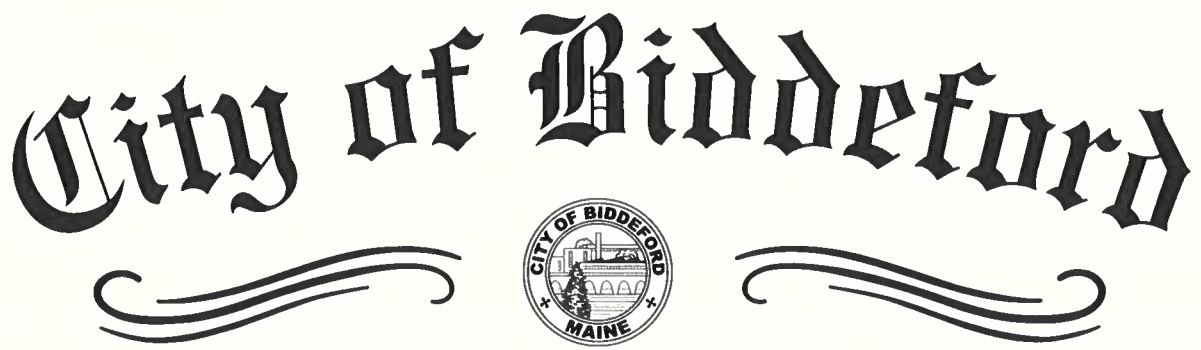
NOW, THEREFORE, the City Council of Biddeford, Maine, does hereby proclaim July 18, 2025, as Parks and Recreation Professionals Day, and encourages all citizens to join us in recognizing and celebrating the outstanding contributions of our Parks and Recreation Department.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 15th day of July 2025.*

Mayor



City Clerk



PROCLAMATION

NATIONAL NIGHT OUT 2025

Participation in National Night Out enhances the relationship between neighbors and law enforcement and builds community. It provides a great opportunity to bring police and neighbors together under positive circumstances.

WHEREAS, National Night Out is a nationwide initiative designed to promote police-community partnerships, enhance neighborhood camaraderie, and strengthen efforts to prevent crime, drug use, and violence; and

WHEREAS, on Tuesday, August 5, 2025, the City of Biddeford will join communities across America in hosting block parties, cookouts, and other community events to celebrate National Night Out; and

WHEREAS, these gatherings provide an important opportunity for residents to meet members of the Biddeford Police Department under positive circumstances, fostering mutual trust and understanding; and

WHEREAS, the Biddeford City Council recognizes that strong partnerships between our police officers and residents are essential for safer neighborhoods and a stronger, more connected community; and

WHEREAS, the City of Biddeford is proud to support National Night Out and encourages all residents to participate by turning on porch lights, attending neighborhood events, and getting to know their neighbors and local officers, that we appreciate so much;

NOW, THEREFORE, I, Mayor Marty Grohman, on behalf of the City Council and the citizens of Biddeford, do hereby proclaim Tuesday, August 5, 2025, as National Night Out in the City of Biddeford, and express our deepest gratitude to the Biddeford Police Department for their dedication to community policing and commitment to building positive relationships with the people of Biddeford.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 15th day of July 2025.*

Mayor



City Clerk



City Council

Meeting Date: July 15, 2025
Meeting Time: 6:00 PM
Agenda Item No: 6.a
Item Description: Citgo Sign -Public Art
Submitted By: Brad Favreau

Supporting Information/Documentation:

Five Points Existing Conditions, Proposal Victoria Gordon, Design Detail Victoria Gordon

Key Terms:

N/A

Executive Summary:

At the Mayor's request, the Downtown Development Commission (DDC) coordinated a public art project to refresh the old CITGO sign at Five Points. Through public engagement and in collaboration with the DDC and the newly formed Public Art Commission, a design by local artist Victoria (Tory) Gordon was selected.

Detailed Review:

- Last March, the DDC released an RFQ seeking qualified artists and designers to re-imagine the CITGO sign at Five Points.
- Twenty responses were received from artists/designers.
- In April, the DDC sponsored a public engagement event at McArthur Library to discuss elements that make a successful public art project: Placemaking, Gateways, and Visioning. Both interested artists and members of the public attended this event.
- In May, the DDC selected three finalists from among the original twenty candidates to proceed with the design work.
- Final designs were completed by the end of May.
- Four members of the DDC and two members of the Public Art Commission acted as jury to evaluate the final designs.
- In June, this jury selected the design by Tory Gordon, seen here.

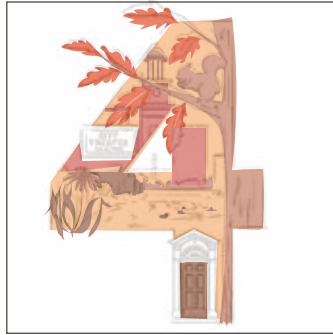
Funding Source:

Staff will investigate grant opportunities to implement this project. Specifically, the Hometown Grant by T-Mobile or the Our Town Grant from the National Endowment for the Arts (NEH) might be appropriate opportunities for this type of project.

Staff Recommendation:

Through the public engagement process, we found that there was strong support for the idea of "04005" for the existing five-paneled sign. Artist Tory Gordon used this idea and tailored it to thoughtfully convey Biddeford's history and heritage in great detail.



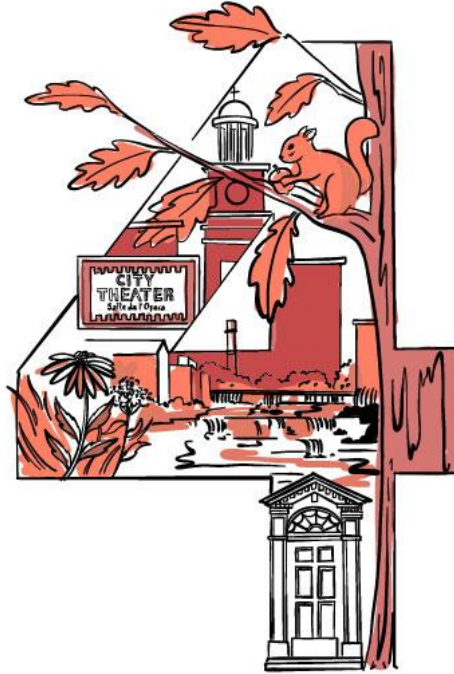




The proposed design for the Biddeford CITGO sign celebrates the city's character by incorporating iconic landmarks, local architecture, and references to its industrial and cultural heritage. Endangered animals native to Maine are subtly integrated, raising awareness of environmental preservation. Hidden "Easter eggs" throughout the artwork—nods to local legends, businesses, and community symbols—invite viewers to look closer and explore Biddeford beyond the sign. This design not only reflects the city's past and present but also encourages engagement and discovery, serving as a welcoming beacon that sparks curiosity and pride for residents and visitors alike.



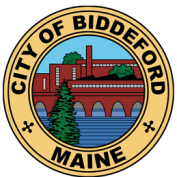












City of
Biddeford

Biddeford Schools

est. 1848



Features

- 50+ local businesses, organizations, and the city's meetings are automatically “scraped” and added to the Yodel community calendar. *(Up to 80 can be included before additional charges. Contact HOB to be added at office@heartofbiddeford.org)*
- Users can easily search for event type or date.
- If you download the app, you can select your favorites and receive notifications.



Where to Find the Calendar

- Download the app Yodel Event Calendar from the App Store or Google Play Store
- Go to the website: events.yodel.today/Biddeford
- Or, you can find the same calendar on the websites for HOB, the City, the Chamber and the School Department



events.yodel.today/biddeford-me/all-events

Yodel HOME PLUG-IN MANAGER DASHBOARD ADD EVENT MORE

Biddeford, ME Finish update

All Events Arts & Entertainment Family Fun Library Events Popular Events

All Events

in Biddeford, ME

Looking for trending events near you today or this weekend in Biddeford, Maine? Your perfect day out in Biddeford is just a click away! From family fun, live music, date ideas, art events, or outdoor adventures, there's something for you to love here in the heart of Biddeford, ME! Whether it's a local entertainment at Banded Brewery, performance at the City Theater, or family fun with the Art of Biddeford, you'll find it all here. Yodel is brought to you by your friends at the City of Biddeford, Biddeford & Saco Chamber of Commerce, Biddeford Schools, and Heart of Biddeford.



SEARCH Show events for All Dates Category Organizations APPLY FILTER



Jul 14
PRE-K PLAY SPACE
Promoted By: McArthur Public Library
10:00 am-11:00 am



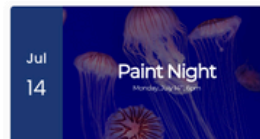
Jul 14
Staff Review Committee
Promoted By: City of Biddeford
1:30 pm-2:30 pm



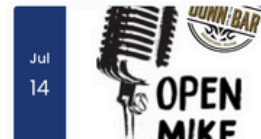
Jul 14
MUSIC IN MOTION
Promoted By: McArthur Public Library
3:00 pm-3:30 pm



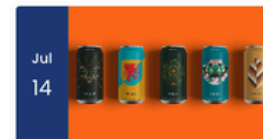
Jul 14
Diversity, Equity and Inclusion Committee Meeting
Promoted By: City of Biddeford
5:30 pm-6:30 pm



Jul 14
Paint Night
Promoted By: McArthur Public Library
6:00 pm-7:30 pm



Jul 14
OPEN MIKE
Promoted By: Dunn Bar
6:00 pm-9:00 pm



Jul 14
Trivia!
Promoted By: Banded Brewery
6:30 pm-8:30 pm



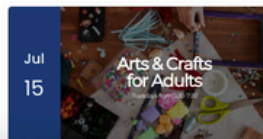
Jul 15
Puppet Pals StoryTime



Jul 15
YOUTH UKULELE CAMP



Jul 15
BRICKYARD HOLLOW



Jul 15
Arts & Crafts for Adults



Jul 15
THE WRITERS' CLUB



Jul 15
is Back! Micks



Jul 15
is Back! Micks
Starting May 6th
Tuesdays 6-9pm
Hosted by Mike Mellen
Page 49 of 153



All Events **Arts & Entertainment** Family Fun Library Events Popular Events

Arts & Entertainment

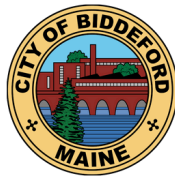
in Biddeford, ME

Explore Biddeford's vibrant arts & entertainment scene! This is your premier destination for live music, theater performances, and artistic experiences in Biddeford, Maine. From kid-friendly art events at the Art of Biddeford, to live music at Banded Brewery, or a musical at The City Theatre, there is entertainment for everyone. Enjoy local arts, live music, & theatrical performances right here in Biddeford, Maine! Yodel is brought to you by your friends at the City of Biddeford, Biddeford & Saco Chamber of Commerce, Biddeford Schools, and Heart of Biddeford.



SEARCH Show events for All Dates Category Organizations APPLY FILTER

Jul 14 MUSIC IN MOTION Music in Motion Promoted By: McArthur Public Library 3:00 pm-3:30 pm	Jul 14 Paint Night Paint Night - FULL Promoted By: McArthur Public Library 6:00 pm-7:30 pm	Jul 14 OPEN MIKE OPEN MIKE NIGHT w/Paul Conner Promoted By: Dunn Bar 6:00 pm-9:00 pm	Jul 14 Trivia! Trivial Promoted By: Banded Brewery 6:30 pm-8:30 pm	Jul 15 Puppet Pals StoryTime Puppet Pals StoryTime Promoted By: McArthur Public Library 10:00 am-10:30 am	Jul 15 Arts & Crafts for Adults Arts & Crafts Night Promoted By: McArthur Public Library 5:30 pm-8:30 pm	Jul 15 THE WRITERS' CLUB The Writers' Club Promoted By: McArthur Public Library 5:30 pm-6:30 pm
Jul 15 is Back! Mick's Starting May 6th Tuesdays 6-9pm	Jul 15 TUESDAY IS ART NIGHT Tuesday is Art Night	Jul 15 Theater performance	Jul 15 Theater performance	Jul 15 Theater performance	Jul 16 Theater performance	Jul 16 Theater performance



Community Tab → Yodel Community Calendar

Create a Website Account - Manage notification subscriptions, save form progress and more.

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City of
Biddeford

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Visitor Parking

Pearl Street Parking Garage

Economic Development

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Parking

Public Restrooms

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In & About Biddeford

Age Friendly Biddeford

Biddeford Community Gardens

Biddeford Historical Society

Biddeford Mills Museum

Biddeford Municipal Airport

Biddeford RiverWalk

Biddeford Saco Chamber of Commerce

BSOOB Transit

City Theater

Community Facilities

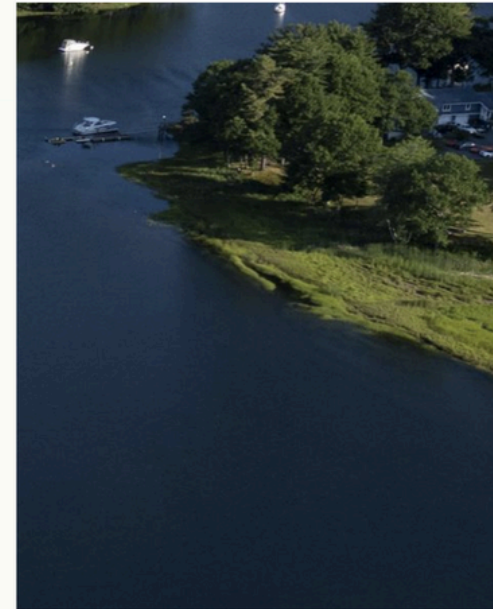
Engine

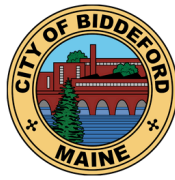
Heart of Biddeford

McArthur Library

Recreation & Facilities

WinterFest





City of
Biddeford

www.biddefordmaine.org/yodel

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City of
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Departments

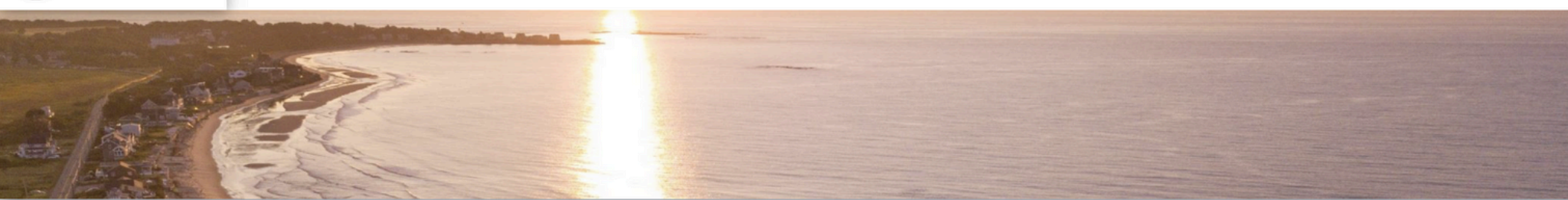
Citywide Updates

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Yodel Community Calendar

Your perfect day out in Biddeford is just a click away! The Yodel community calendar compiles activities from across the city to help you find family fun, live music, art events, outdoor adventures, and more! Yodel is brought to you by your friends at the City of Biddeford, Biddeford & Saco Chamber of Commerce, Biddeford Schools, and Heart of Biddeford.

[View the full Yodel Community Calendar](#)

+

ADD EVENT

Show events for
All Dates

Category

Organization

APPLY

Jul
14

**PRE-K
PLAY
SPACE**

Pre-K PlaySpace
Promoted By: McArthur Public Library
10:00 am-11:00 am

Jul
14

Staff Review Committee

Staff Review Committee
Promoted By: City of Biddeford
1:30 pm-2:30 pm

Jul
14

**MUSIC
IN MOTION**

Music in Motion
Promoted By: McArthur Public Library
3:00 pm-3:30 pm

Two Great Cities, One Amazing Community

Benefits of Becoming a Member

Join the Chamber

Community Calendar (Yodel)

Schools

Biddeford Schools

Biddeford High School & Alternative Pathways Center

Biddeford Middle School

Biddeford Intermediate School

Biddeford Primary School

John F. Kennedy School

Biddeford Regional Center of Technology

Biddeford Adult Education

BRIDGES Program

Stay Connected





Why?

- Surveys of residents have shown people don't know where to find information about what's going on
- Organizations can plan their events better (not double-booking)
- Makes our community more marketable to visitors
- Financial savings by co-sponsoring among four organizations
- Reduces workload for all because Yodel does the "scraping"

City of Biddeford

City Council

July 1, 2025 at 6:00 PM

City Hall Council Chambers & Zoom

1. Roll Call

Council President LaFountain - present
Councilor Lessard - present
Councilor Ortiz - excused
Councilor Emhiser - present
Councilor Whiting - present
Councilor Beaupre - present
Councilor Gross - present
Councilor Belanger - present
Councilor Doughty - present

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

Item 20, executive session will be move to item 11 executive session and a third executive session will be added for Legal Matters.

4. Public Hearing

4.a Public Hearing Liquor License Into the Rift LLC

Public Hearing opened at 6:04 pm

The owners spoke about the business.

Public Hearing closed at 6:05 pm.

5. Liquor License Consideration

5.a Liquor License: Into the Rift LLC

Councilor Beaupre - motion to grant the Liquor License

Second: Councilor Belanger

Vote: Unanimous in favor.

Motion passed

6. Proclamation

6.a National Parks and Recreation Month 2025

Mayor Grohman read the proclamation

7. Presentation

7.a Recreation Commission

Kathryn Lagasse, Chair of the Recreation Commission gave an update on the commission's progress.

7.b Construction Update- Jeff Demers, Director of Public Works

Public Works Director Jeff Demers reviewed the progress on city construction projects.

8. Public Addressing the Council

One citizen praised the work for recreation in the city.

One citizen spoke about the recent federal budget cuts.

One citizen spoke about ADU initiatives

One citizen would like to have the Traffic Committee look at pedestrian issues by the Levee Building.

9. Consideration of Minutes

9.a Council Minutes 6-17-25

Motion: Councilor Whiting

Second: Councilor Belanger

Vote: Unanimous in favor.

Motion passed.

10. Orders of the Day

10.a 2025.88 Approval/ Start Date for Lister Position- Assessing Department

Motion: Councilor LaFountain

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

10.b 2025.89 Approval Recreation Financial Aid Funding

Motion: Councilor LaFountain

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

10.c 2025.93 Approval/ Overnight Parking Rate

Motion: Councilor Belanger

Second: Councilor Lessard

Councilors had questions on the report.

Councilor LaFountain – motion to Table until more information is available on the current number of users parking at those hours.

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion Tabled.

11. Executive Session

11.a Executive Session 1 MRS 405 (6) c Real Estate Matters

20.a Executive Session 1 MRS 405 (6) d Labor Negotiations

Additional: Executive Session 1 MRS 405 (6) e Legal Matters

Motion to enter Executive Sessions: Councilor Belanger at 6:46 pm

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

Councilor Belanger- motion to exit Executive Sessions at 7:48 pm

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

12. Reconsideration of Item

12.a Reconsideration of item 2025.79 Approval Forest Green Development Agreement and TIF for Sewer Contribution

Motion to Reconsider order 2025.79 by Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion to reconsider passed.

Councilor LaFountain - motion to amend ARTICLE I – COMMITMENTS to add a new Section

3: *"3. Contingency and Termination*

"For the avoidance of doubt, if FG (Forest Green) does not receive affordable housing funding from the Maine State Housing Authority in either 2025 or 2026, this Agreement shall automatically terminate on December 31, 2026, unless extended by mutual agreement of both parties and by a majority vote of the Biddeford City Council."

Second: Councilor Belanger

Vote: Unanimous in favor.

Motion passed.

Vote on the order as amended: Unanimous in favor.

Motion passed.

13. Committee of the Whole

13.a Local Bond and Referendum Questions for the November Ballot

Motion to enter by Councilor Belanger at 7:50 pm

Second: Councilor Lessard

Vote: Unanimous in favor.

Councilors discussed potential items and the timeline for bonds on the November ballot. Manager Phinney will prepare costs per item for the discussion at the next meeting.

Motion to exit by Councilor Emhiser at 8:17 pm

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

14. Public Addressing the Council

None

15. City Manager Report

Acting City Manager Brian Phinney gave an update on a grant award for the January 2024 storm damage. He also spoke about the IRS liability issue and will provide additional updates in the future.

16. Committee Updates by Council

Councilor Belanger gave an update on the Policy Committee. They are reviewing all of the committees to standardize and streamline them. They will bring it forward to the full council when it is ready.

17. Other Business

Councilor Beaupre gave constituent feedback about the porta-potties at Fortune's Rocks, they need to be emptied more often.

Councilor Whiting read a statement with comments about the last meeting.

18. Council President Addressing the Council

Council President LaFountain thanked the communications team for the improvements to the zoom process and the quality of the meeting recordings. He attended the Adult Education graduation and complimented the work of that team. He had questions about the city process for businesses going door to door.

19. Mayor Addressing the Council

Mayor Grohman thanked Councilor Whiting for the feedback.

He asked the Council if they wanted to keep the Workshop next week or move the remaining items to the 7-15-25 Council meeting. The consensus was to move the items.

Mayor Grohman reminded everyone that the new Biddeford Farmer's Market is starting this Wednesday at 4 pm at Mechanics Park.

20. Executive Session

20.a Executive Session 1 MRS 405 (6) d Labor Negotiations - moved to item 11

21. Adjourn

Motion: Councilor Belanger at 8:36 pm

Second: Councilor Lessard

Vote: Unanimous in favor.

Meeting adjourned



City Council

Meeting Date: July 15, 2025

Meeting Time: 6:00 PM

Agenda Item No: 9.a

Item Description: Remove from Table 2028.83 Approval of Main St Pump Station Upgrades

Submitted By: Jeff Demers, Director of Public Works
Craig Chekan, City Engineer

Supporting Information/Documentation:

2025.83 Main Street Pump Station Upgrades Funding CC 6-17-25 - ORDER, 2025-06-10_Main Street Pump Station Upgrade Exhibit, Draft Development Agreement Forest Green 06.11.2025, Main Street Cost tracking , 2025-06-10_MSPS Narrative & Cost Estimate UPDATED

Key Terms:

N/A

Executive Summary:

Staff is seeking Council Approval for the expenditure of \$350,000 in additional funds from the Sewer Impact Fee Account Reserve Account (#35101-40250) to make additional sewer improvements at the same time as Bateman's improvements (Forest Green), to create additional sewer capacity at this location.

Detailed Review:

Staff is requesting City Council approval for the expenditure of \$350,000. from the Sewer Impact Fee Account Reserve Account (#35101-40250) to make additional sewer improvements at the same time as Bateman's improvements, to create additional sewer capacity at this location. Bateman Partners (dba Forest Green LLC.) has proposed to develop two connected buildings with 60-units of senior low/moderate Income (LMI) housing to be located at 641 Main Street (Map 32, Lot 1). The proposed development requires sewer/pump station improvements to the Main Street Pump Station in order for the City to accept this additional capacity. The Applicant is proposing to contribute \$1MM towards the sewer upgrades, as outlined in the Draft Development Agreement (Council Item # 2025.79).

Staff is seeking Council Approval for the expenditure of \$350,000 from the Sewer Impact Fee Account Reserve Account (#35101-40250) to make additional sewer improvements at the same time as Bateman's improvements, to create additional sewer capacity at this location for future development.

The proposed development requires sewer/pump station improvements to the Main Street Pump Station. This funding would include a sewer connection fee of \$201,600 and a cash contribution of \$798,400. Bateman would re-coup most of their cash contribution as outlined within the attached development agreement. The City would use the \$1MM towards upgrades to the Main Street pump station.

- 1) The first option is to utilize the “Bateman” funds to upgrade the existing pump station, which will be able to accept additional development within the sewer-shed. This option will allow this development to connect (and be given an “Ability to Serve” letter) but additional planned upgrades would need to be made in the future (approximately 5 years);
- 2) **RECOMMENDED:** The second option would be approximately \$350,000 more expensive but would upgrade the existing pump station and related sewer lines for additional capacity beyond option #1. This additional funding is being proposed by Staff to be utilized from our Sewer Impact Fee Account Reserve Account (#35101-40250).

Funding Source:

1. \$1MM – Bateman Partners (Sewer Impact fee \$201,600. / cash contribution of \$798,400.
2. \$350,000. Funding from the Sewer Impact Fee Account Reserve Account (#35101-40250).

Staff Recommendation:

Staff recommend the City Council approve the expenditure of \$350K for additional upgrades beyond Bateman’s proposed contribution so that this pump station can accept Bateman’s effluent but additional future developments. It should be noted that the Council can approve the upgrade without allocating the additional \$350K from the City’s reserve funds. However, Staff recommends the approval of the upgrade to include the additional funds.

City of Biddeford

The seal of the City of Biddeford, Maine, is circular. It features a central illustration of a lighthouse on an island, with a ship in the water. The words "CITY OF BIDDEFORD" are inscribed around the top inner edge, and "MAINE" is at the bottom. The seal is flanked by two decorative, symmetrical scroll-like flourishes.

2025.83 IN BOARD OF CITY COUNCIL... on June 17, 2025

BE IT ORDERED, that \$350,000. from the Sewer Impact Fee Account Reserve Account (#35101-40250) be utilized for upgrades to the Main Street pump station in tandem with the \$1MM in sewer upgrades as proposed by Bateman Partners (dba Forest Green LLC) (Council Order 2025.79).

Attest by: _____

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement (“Agreement”) dated _____, 2024 is executed by Bateman Partners, LLC, a Maine limited liability company (“FG”) and the CITY OF BIDDEFORD, MAINE (the “City”) (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, FG owns a certain parcel of land, at 641 Main Street in Biddeford, Maine, being approximately 10.15 acres, within the R-3: Mixed Residential Zone (Tax Map Reference: Map 32, Lot 1) (the “Property”);

WHEREAS, FG seeks to construct two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments Complex as shown on the Planning Board Staff Report - Exhibit A attached hereto (the “Project”);

WHEREAS, FG ensures substantial completion of two (2) new buildings containing 60-unit low/moderate income (LMI) apartments within the Forest Green Apartments as specified in this agreement;

WHEREAS, FG seeks to make significant contributions towards sewer capacity improvement projects that benefit multiple development projects, all in various stages of planning and development in the City of Biddeford, Maine;

WHEREAS, FG and the City desire to enter into certain agreements for redevelopment of the Property and in connection with the City’s approval of a Credit Enhancement Agreement as part of a Tax Increment Financing District and Development Program;

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I **COMMITMENTS**

1. FG's Project Commitments:

FG, its successor and assigns, hereby agree to provide the following in connection with development of the Project in consideration for the approval of a Tax Increment Financing District and Development Program and an associated Credit Enhancement Agreement by the Biddeford City Council:

- a) FG, its successors and assigns, shall pay a total of \$798,400.00 to the CITY for use towards certain Sewer Capacity Improvement Projects simultaneously with the execution of an approved Credit Enhancement Agreement as described in the agreement;
- b) Additionally, FG acknowledges the requirement to pay Sewer Impact Fees, of \$201,600.00 in addition to the Sewer Capacity Improvement payment identified in Article 1, Section 1.(a):
- c) FG, its successors and assigns, commits to submit a complete Application Package to the Maine State Housing Authority in the calendar year 2025, and if unsuccessful will apply again in calendar year 2026, and, upon being notified of a notice to proceed by MSHA, will commence Construction of the FG project within 6 months and commits to substantially complete the FG Development Project within 28 months of such formal notification.

2. **City Commitments:**

Upon establishing that the property to be developed is within a TIF District properly approved by the Commissioner of the Maine Department of Economic and Community Development, the City hereby agrees to the following commitments to or for the benefit of FG, its successors or assigns:

- a) The establishment of a 30 year Credit Enhancement Agreement with a 75% annual reimbursement to FG:
- b) Complete Sewer Capacity Improvements projects with a time period negotiated between the CITY and FG with an outcome that allows for the project to gain a formal written “Ability to Serve” letter regarding sewer capacity for the FD Development Project;
- c) The City commits to provide the “Ability to Serve” letter relating to Sewer Capacity for the FG Development Project simultaneously at the time of receipt of the Sewer Capacity Improvement Contribution payment.

ARTICLE II **LIMIT OF LIABILITY**

Notwithstanding any other provision of this Agreement, in no event shall the Parties or any of their affiliates, by reason of any of their respective acts or omissions relating to this Agreement be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability, or otherwise for any special, indirect, or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

ARTICLE III **MISCELLANEOUS**

1. Representations and Warranties:

Each Party represents and warrants to the other that:

- (a) It is duly qualified to do business and is in good standing in the State of Maine;
and
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action by such Party; and
- (d) The execution and delivery of this Agreement by such Party and the performance of the terms, covenants and conditions contained herein will not violate the organizational documents of such Party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either Party is bound.
- (e) The City is a municipal entity duly organized under the laws of the State of Maine, and all fiscal provincial and municipal affairs are within the sole discretion of the Mayor and City Council, notwithstanding any other provision in this agreement.

2. Right to Require Performance:

The failure of any Party at any time to require performance by the other Party of any provisions hereof shall in no way affect the right of such Party thereafter to enforce the same. Nor shall waiver by either Party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

3. Governing Law:

This Agreement is and shall constitute a contract under and is to be construed in accordance with the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation, or such other method as may be mutually agreed to by the Parties shall be adjudicated within the jurisdiction of the State of Maine.

4. Relationship of Parties:

(a) This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's planning, zoning or other regulatory boards or agencies (however designated) to approve the plans for any aspect of the actions required under this Agreement.

(b) The Parties acknowledge that the obligations set further herein may be further described in other agreements and or deeds as agreed to by the Parties. The City and Bateman Partners, LLC, its successors and assigns, agree to cooperate in good faith with regard to each and every aspect required for the completion of all obligations contemplated by this Agreement.

(c) This Agreement shall not be interpreted or construed to independently create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other Party.

5. Breach by Bateman Partners, LLC:

(a) The City shall provide notice to FG, its successors or assigns, of a breach in writing, identifying the nature of the alleged breach and requested remedy. A breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.

(b) If a breach is not cured as set forth above, the City may bring an action, in law or in equity, to enforce this Agreement or for damages, or both.

6. Breach by City:

(a) Bateman Partners, LLC, its successors or assigns, shall provide notice to the City of a breach in writing, identifying the nature of the alleged breach and requested remedy. A breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.

(b) If a breach is not cured as set forth above, Bateman Partners, LLC, its successors or assigns, may bring an action, in law or in equity, to enforce this Agreement or for damages, or both.

7. Integration:

This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written regarding the matters addressed in this Agreement. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this

Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of the Party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

8. No Oral Modifications:

This Agreement may not be changed or terminated orally. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9. Notice:

All notices required to be given to City or Bateman Partners, LLC under this Agreement shall be in writing and deemed given upon the earlier of actual receipt by personal delivery or two (2) days after being mailed by U.S. Express, registered or certified mail, return receipt requested, or a reputable overnight courier as follows:

City: City of Biddeford
c/o City Manager
P.O. Box 586
205 Main Street
Biddeford, Maine 04005

With a copy to: Harry B Center II, Esq. (or the then current) City Solicitor
Woodman Edmands Attorneys At Law.
234 Main Street
Biddeford, ME 04005

MBD: Bateman Partners, LLC
470 Fore Street, Suite 400
Portland, Maine 04101

With a copy to: TBD

10. Severability:

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

11. Survival:

All express representations, warranties, indemnifications or limitations of liability made in or given in this Agreement shall survive the expiration or the termination of this Agreement for any reason.

12. Mediation/Arbitration:

The Parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques such as mediation and arbitration to resolve all claims, counterclaims, disputes and other matters in question between the Parties arising out of this Agreement.

[Signature Page Follows; Remainder Intentionally Left Blank]

IN WITNESS WHEREOF, MBD and the City have set their hands and seals as of the day, month and year first above written.

<FORMAL NAME OF FD ENTITY>

Witness

By: _____
David or Nathan Bateman.
Its Duly Authorized:

CITY OF BIDDEFORD

Witness

By: _____

Its Duly Authorized: City Manager

Attachment: Exhibit A: Planning Board Staff Report

Task	Estimate	Comments
SCADA (Main St)		Control panels, PLC, Pump, flow tube, Main Panel
Control Panel	\$15,500.00	VFD, Etc.
Pump Control Panel	\$12,500.00	
SCADA Engineering/ Design/ Programing/ Comissioning	\$7,500.00	Outside electricail contractor EC Maine
Instrumentation	\$22,500.00	Panel logics EC Maine
Radio	\$0.00	SCADA Alarming Dirego Wireless
SCADA Sub Total	\$58,000.00	
Electrical/Building (Main St)		Building, Slab, Service,Conduit, wiring between pnls
Electrical Building Work	\$20,000.00	EC Maine Drives, brakers, Demo old
Electrical Building Site Work	\$22,000.00	EC Maine New conduit to wet well, etc.
Electrical Installation	\$17,500.00	EC Maine
Electricail sub totals	\$59,500.00	
Support Equipment Rental/use (Main St)		Cost of Renting Equipment
ByPass Pump – 2 months	\$0.00	City provided
Mini Excavator	\$15,000.00	Hourly–structure,pipe,site
Track Loader	\$8,500.00	Hourly Rate
Nest – Pumping	\$6,000.00	Wet well services
Other needs	\$10,000.00	Raise Grade around structures
Support equipment	\$39,500.00	
Site (Main St)		Clear Site, Prep for construction, Clean up after
New wet well 10' Dig	\$312,500.00	Precast of maine
Steel plate sheathing	\$45,000.00	Flemming
Mud pumps (Rental Needs)	\$5,000.00	Pump rentals
Erosion control	\$7,500.00	D.E.P, E.P.A site control
Final grade, loam, seed, hot top	\$12,500.00	Clean up
Site work	\$382,500.00	
Structures (Main St)		Concrete Structures and piping inside
Valve Pit/Flow meter	\$55,000.00	EC of Maine
Valve Pit Cover – H2O with hatch	\$8,500.00	Precast of Maine
Replace existing wet well cover	\$8,500.00	Precast of Maine
Bollard	\$4,885.00	Traffic control
Rehab old Wetwell (Storage Tank)	\$12,500.00	Old wetwell
Structures	\$89,385.00	
Pump (Main St)		Smart pumps – Instalations of Pumps
Flyte Pumps	\$115,000.00	Upgraded pumps, Hardware, Rails
Pump Startup	\$6,500.00	Flyte rep to commission
Pumps	\$121,500.00	

Piping (Main St)			Pipe in Ground
8" FM (1600')		\$175,000.00	From PS to Highland
Valve Pit fittings		\$90,000.00	Used 2024 price for estimate ductle iron
ByPass pumping (Special)		\$10,000.00	Special pumps
Misc supports and hardware		\$5,000.00	Hardware
Force Main, pipe, hardware		\$280,000.00	
Project Sub Total		\$1,030,385.00	
Project overhead Other Cost (Main St)			
Mobilization	10%	\$103,038.50	Outside contractors
Project management	7%	\$72,126.95	Wright-Pierce, EC of Maine as needed
Contingency	7%	\$72,126.95	Wright-Pierce
Inflation	2%	\$20,607.70	Cost increase, Tarifs
Post construction support -	5%	\$51,519.25	Asbuilts-manuals-and BOM
Contingency, Etc.		\$319,419.35	
ESTIMATED TOTAL IN HOUSE:		\$1,349,804.35	
ESTIMATED TOTAL OUTSIDE CONTRACTOR:		\$1,950,000.00	

Re: Main Street Pump Station (MSPS) Capacity Upgrade Summary

From: Craig Chekan, Jeff Demers

Date: 06/10/2025

- i. The existing Main Street pump station is currently operating near capacity, especially during wet weather events (inflow/infiltration).
- ii. Major pump station capacity upgrades are required per recently approved Planning Board/development projects.
- iii. Capacity Summary:
 - a) Existing Pump Station Operating Capacity: 425-gpm
 - b) **Minimum Required Pump Station Capacity: 695-gpm**
 - Per the following planning board projects/development:
 - I. Reveler 60 Barra Road: 53,750-gpd
 - Construction Complete/Occupancy Begun
 - II. Westbrook Development (WDC) Barra Road Project: 11,644-gpd
 - Planning Board Approved; Phase 1 to begin construction this summer
 - III. Mike Eon Barra Road Projects: 10,000-gpd
 - Planning Board Approved
 - IV. Bateman Partners Forest Green (Parkview Court): 9,720-gpd
 - Currently in the Planning Board pipeline
 - c) **Maximum Capacity of Downstream Gravity Sewer: 765-gpm**
 - Existing 12"-15" gravity sewer; 2,700-LF from MSPS to Horrigan Court PS
 - **70-gpm** of unallocated/future growth capacity (i.e. 1-2 future projects) until downstream gravity sewer would require upsizing (765-695=70-gpm)
- iv. Capacity Upgrade Options:
 - a) **Full-Buildout Option: \$1.35MM**
 - (2) Submersible Pumps @ 765-gpm: \$121,500k
 - New 10' Wetwell (**with room for third pump @ 1,225-gpm**): \$312,500k
 - 10" Force Main: \$175k
 - 10" Valve Pit: \$150k
 - 12" Gravity Line: \$5k
 - Existing Wet Well Modifications: \$10k
 - Bypass Pumping: \$10k
 - b) **Budget Option: \$625k**
 - (2) Submersible Pumps @ **765-gpm**: \$225k
 - 10" Force Main: \$225k
 - Existing Wet Well Modifications: \$125k
 - Bypass Pumping: \$50k
- v. Staff Recommendation:
 - a) Staff recommend proceeding with the full-buildout capacity upgrade option (\$1.35MM).
 - This would allow a third submersible pump to be easily added in the future (\$100k), once the unallocated 70-gpm is developed (i.e. 1-2 future projects)
 - Note: adding a third pump in the future will require the downstream gravity sewer to be upsized (to get to 1,225-gpm capacity)

- b) Adding a third pump to 'the budget option' in the future would require a new wetwell (and would be tricky/less-efficient/likely-more-expensive than going with the full-buildout option from the get-go)

vi. Funding Sources:

a) Bateman Partners Forest Green Contributions: \$1MM

- Sewer Impact Fee: \$201,600 (typically paid at building permit)
- TIF Credits: \$798,400
- NOTE: these funds are dependent on Forest Green receiving Maine State affordable housing grant funds this Fall; Bateman Partners would not pull building permits until May 2026 (i.e. the City would need to wait until then to begin construction). If Bateman Partners doesn't receive funding, the City will require alternative funding.

b) Old Sewer Impact Fee Revenue Account: \$350k

- Account Number: 35101-40250
- Account Balance: ±\$800k

City of Biddeford

The seal of the City of Biddeford, Maine, is circular. It features a central illustration of a lighthouse on a rocky shore with trees. The words "CITY OF BIDDEFORD" are inscribed around the top inner edge, and "MAINE" is at the bottom. The seal is flanked by two decorative, symmetrical scroll-like flourishes.

2025.94 IN BOARD OF CITY COUNCIL... JULY 15, 2025 BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve the Collective Bargaining Agreement between the City of Biddeford and the Teamsters Local 340, effective July 1, 2024 through June 30, 2027 and to authorize the Acting City Manager to sign the Agreement.

Attest by: _____
Robin Patterson, City Clerk

AGREEMENT
BETWEEN
CITY OF BIDDEFORD, MAINE
AND
TEAMSTERS UNION LOCAL NO. 340
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
FOR THE
PUBLIC WORKS DEPARTMENT SUPERVISORY EMPLOYEES
JULY 1, 2024 TO JUNE 30, 2027

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updated]**

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ARTICLE 1

PREAMBLE

Section 1:

This Agreement has been entered into by and between the City of Biddeford (hereafter referred to as the City) and Teamsters Local Union No. 340, affiliated with the International Brotherhood of Teamsters, (hereafter referred to as the Union) pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Title 26 M.R.S.A. Sections 961 through 976, as amended). The parties hereto have entered into this Agreement in order to establish mutual rights.

Section 2:

The purpose of this Agreement is to provide the best possible service to the public, to provide the best possible working conditions for the employees, while at the same time having due regard for safe, effective and efficient operations.

ARTICLE 2

RECOGNITION

Section 1:

The City recognizes the Union as the sole and exclusive bargaining agent for employees within this bargaining unit for the purpose of negotiating salaries, wages, hours and other conditions of employment for all of its eligible Public Works supervisory employees within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Law.

Section 2:

Supervisory employees outside of the Union will not perform bargaining unit work, which results in the displacement of qualified employees. It is understood that supervisory employees outside of the Union will be required to do emergency work, work performed in the instruction of employees and when no other Union employees are available.

ARTICLE 3

PAYROLL DEDUCTION OF DUES

Section 1:

As soon as possible, the City shall deduct regular weekly Union dues upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the City. The City shall forward all such dues so collected to the Secretary-Treasurer of the local

Union by the fifteenth (15th) day of each month following the month in which deductions were made. This authorization shall remain in force and in effect during the term of this Agreement.

Section 2:

The Union shall indemnify and save the City harmless against all claims and suits, which may arise by reason of making any such deduction, the cancellation of the same, and remitting the same to apparently authorized officials of the Union.

Section 3:

The Union shall provide the Director of Public Works and the Mayor with a list of all Union officers indicating names and offices held and the Union shall keep such list current.

Section 4:

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE (Democrat, Republican, Independent Voter Education). DRIVE shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

Section 5:

The City shall provide payroll deductions and direct deposits to the employees' financial institutions upon proper notification by the employee and acceptance by the financial institution(s).

ARTICLE 4

HOLIDAYS

Section 1:

The following days shall be observed as holidays by all regular employees in the bargaining unit:

New Years' Day
Martin L. King Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day

Indigenous Peoples' Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (½ day)
Christmas Day
Juneteenth

Section 2:

When a holiday falls on a Friday or Saturday, the day before (Thursday) shall be deemed a paid holiday.

Section 3:

When a holiday falls on a Sunday, the day after (Monday) shall be deemed a paid holiday.

Section 4:

Employees shall be eligible for holiday pay under the following conditions:

- A) The employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on a day off, vacation, lay-off or sick leave.
- B) The employee worked his/her last full scheduled work day prior to the holiday and on the full scheduled work day succeeding unless excused absence in accordance with this Agreement.
- C) If a holiday is observed on an employee's scheduled day off or during his/her vacation, he/she shall be paid for the unworked holiday. Employees who have established seniority, but who are on inactive status due to lay off or sick leave that commenced less than thirty (30) days prior to the week in which the holiday occurs shall receive pay for such holiday.

Section 5:

The Garage Mechanic Foreman, Parks Foreman, Street Working Supervisor, Solid Waste/Street Working Supervisor, Chief Operator-Wastewater and Wastewater Supervisor working on a holiday listed above shall be compensated at one and a half times 1.5x the employee's regular salary (effective hourly rate) per hour worked on the holiday.

ARTICLE 5

INSURANCE

Section 1:

The City shall provide a life insurance death benefit of \$7,500.00.

Section 2:

The Employer will pay a dollar amount equal to 85% of the insurance costs. The employee pays all remaining costs of coverage through payroll deductions. The Union as a group, on an annual

basis, will select whether or not the Unit wishes to upgrade their health insurance plan. Any upgrade will be at the employee's expense and the City's obligation will only be eighty-five (85) percent of the premiums for the present plan in effect as of June 30, 2025.

A copy of this Agreement has been delivered by the City of Biddeford to the Fund Director of Allegiant. Any amendments to this Agreement relating directly or indirectly to the contributions being made hereunder will be forwarded to the Director by the City of Biddeford within ten (10) days after adoption. This base formula will be adjusted from time to time automatically in compliance with Section 9.

The liability of the City of Biddeford to said Allegiant shall not exceed the contribution amounts which it is obligated to make pursuant to the preceding provisions, together with any existing delinquencies, any interest charges, cost/penalties, or charges provided by applicable law or Allegiant; provided nevertheless, that any additional contribution amounts required by Allegiant for continuation of the existing benefit program after the expiration date of this Agreement shall be due and owing Allegiant by City of Biddeford from and after said expiration date or, if such additional amounts are first required by Allegiant during the post-Agreement negotiating period, they shall be due and owing by the City of Biddeford from and after the effective date of said increase.

Provisions of this Article constitute a direct contract also between the City of Biddeford and Allegiant which shall continue in effect until terminated by either party on advance written notice to the other, except in the case of a delinquency by the City of Biddeford, in which case Allegiant may suspend claims payments and/or terminate said contract on 24 hours' notice.

Section 3:

The City agrees that its agreement hereunder shall constitute an obligation for the sums herein provided directly to Allegiant, and further that the City will be bound by the terms and provisions of the Trust Indenture of Allegiant and any and all amendments thereto as promulgated by the Trustees thereto.

Section 4:

Effective July 1, 2021, all current retirees and employees having tendered retirement letter to the Public Works Director prior to the signing of this Agreement shall continue coverage pursuant to the preceding provision of this Agreement.

Employees who retire with a minimum of thirteen (13) years of service with the City of Biddeford and who have attained the age of 57 must participate in the Allegiant – Retiree Plan at no continuing cost to the City.

Effective with the signing of the 2015 contract, all current employees hired **before** December 31, 2002, shall utilize the Allegiant – Retiree Plan for retiree health coverage. The City also agrees to provide until age 65, at no cost to the retiree, single subscriber eye and dental care coverage equivalent to that provided by the Allegiant regular health plan. For employees hired **before**

December 31, 2002, and who have attained the age of 65 the City agrees to continue to provide at no cost to the retiree, the current post-65 plans offered by Allegiant Care, which consist of a Blue Cross Blue Shield Medex II Medicare Supplement and a Blue Rx Par D prescription plan, along with Allegiant Care's retiree dental and vision coverage.

Effective with the signing of the 2015 contract, all newly hired employees and employees hired on or **after** December 31, 2002, shall utilize the Allegiant Retiree Health Plan for retiree health coverage for which the City of Biddeford shall have no further financial obligation post-retirement. The City agrees to provide these employees a Retirement Health Savings Account (RHSA) which shall be owned by the employee in accordance with federal requirements, into which the City shall contribute \$15.00 per week as matching funds to a required contribution of \$15.00 per week by the covered employee.

So long as allowed by Allegiant, employees who retire under the disability provision of a qualified pension plan prior to reaching the retirement age of 57 shall be permitted to participate in the City's group health insurance plan until age 65 at the employee's own cost and at no cost to the City.

Section 5:

The City agrees to make available to employees as soon as possible after the signing of this contract the so-called 125 spending account, in accordance with IRS regulations so long as the federal government allows this plan.

Section 6:

The City of Biddeford shall provide Worker's Compensation coverage to its employees. The City shall provide O.A.S.D.I. coverage for its employees.

Section 7: Health Insurance Study Committee

When the City establishes a committee to study health insurance issues including self-insurance, the possibility of other health insurance carriers, the scope of benefits, etc., the City agrees to invite a member of this unit or its bargaining agent to participate in this committee's activities. The union likewise agrees to participate.

Section 8: Insurance Buy Back

The City agrees to provide the employees with an insurance buy-back program. If an employee can demonstrate that he/she has appropriate health insurance coverage elsewhere (other than the City of Biddeford School Department) and elects to take no insurance coverage through the City, the employee will be paid an amount equal to thirty five percent (35%) of the City's contribution for single coverage only, payable quarterly in a separate check from weekly payroll check.

Section 9:

Effective July 1, 2018, in the event that the annual increase in health insurance exceeds ten percent (10%) in any given year, the formula section 1 shall be adjusted. The incremental

increase above said ten percent (10%) shall be paid equally divided between the City and the union members. For illustration purposes only, if the increase in any given year goes up twelve percent (12%), the dollar value equal to one percent (1%) of the increase shall be added to the employees' share.

ARTICLE 6

LEAVE OF ABSENCE

Section 1:

Any employee, upon application in writing, may be granted a leave of absence without pay not to exceed one (1) year, for official Union business, personal illness, including parental leave or attending school. Leaves that exceed one (1) year's duration will be considered on their merit on a case-by- case basis.

Section 2:

At the termination of such leave, the City will, upon notice, return the employee to his/her formerly held position, providing the position has not been abolished.

Section 3:

Educational leave terminations will be accompanied by proof of completion of courses. Sick leave termination will be accompanied by medical certification of the employee's ability to return to his/her former job.

Section 4:

Military leave shall be granted in accordance with applicable federal and state law.

Section 5:

The City will notify the Union whenever any leave is granted and the duration of said leave.

Section 6:

During the leave of absence, the employee shall not accrue sick leave, vacation days, or holiday pay, but shall continue to accumulate seniority for pension and vacation purposes and shall retain his/her insurance coverage. The City is not liable for any pension cost while the employee is on a leave of absence.

ARTICLE 7

PROBATIONARY PERIOD

All new employees shall serve a probationary period of six (6) months and shall have no seniority rights during this period. During this period, the Public Works Department may remove the probationary employee at any time, if his/her work and conduct are found to be below standard, and this action may not be used as a basis for grievance.

PROMOTIONS OR TRANSFERS: All employees promoted or transferred to another position within the Public Works Department covered by this Agreement must also serve a probationary period of sixty (60) days. During the probation period, the City may return the employee to his/her former position without the loss of seniority or benefits and shall revert back to the rate of pay for the previously held position.

ARTICLE 8

MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, the operation of the Public Works Department and the direction of the employees, including the right to plan, direct and control department activities; to determine the means, methods, processes and equipment; to maintain the efficiency of the department and the employees; to determine the manning of jobs; to create, revise and eliminate jobs; to establish and require the observance of reasonable rules and regulations; to determine the need for increase or decrease in the number of employees, are rights vested exclusively in the City.

The City has installed video cameras at the City's Transfer Station/Recycling Center to record any illegal activities, or activities that violate Department Rules and Regulations or the Collective Bargaining Agreement. The City and the Union agree that the use of such cameras is appropriate in connection with the City's management rights and any recording of such activities can be used as the basis of disciplinary actions in regard to City employees. The Union agrees not to grieve or ask to arbitrate the use of these video cameras.

The City has also installed or will install Global Positioning System (GPS) tracking units in City owned, leased or controlled vehicles and equipment for the purposes of safety, efficiency, responding to public questions and accountability. The Union agrees that the installation of such GPS units is appropriate, but the City may not use the GPS tracking units as the primary basis for discipline. Rather, such information may only be used after the fact to corroborate or disprove public testimony and to corroborate direct eyewitness managerial or supervisory testimony and then only when such equipment and information is proven to be reliable and in proper working condition. The City must also provide the Union with copies of any printouts or electronic records used in this regard.

ARTICLE 9

VALIDITY CLAUSE

In the event any federal, state legislation, governmental regulations or decision of the Maine Supreme Court or U.S. Supreme Court invalidates any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect. Within thirty (30) days, the City and Union shall meet to negotiate new language to replace the particular clause(s) which was/were invalidated.

ARTICLE 10

SICK LEAVE

Section 1:

Members of this unit who were promoted into this unit prior to January 1, 2025 were eligible to elect unlimited sick leave. Unlimited sick leave means that the employee shall be compensated at his/her regular weekly salary for a period not exceeding six (6) months, and then he shall become eligible for disability insurance under the provisions of the City of Biddeford's disability insurance policy. If at the expiration of the six (6) month period an employee is physically unable to resume his duties, he shall apply for disability compensation under the Social Security Act. If the employee qualifies for Social Security disability benefits, then his/her employment shall terminate upon the receipt of his/her first disability check.

New members of this unit who were promoted into this unit after January 1, 2025 shall be subject to Section 5.

Section 2:

Sick leave may be used only in the following cases; Personal illness or physical incapacity of such degree as to render the employee unable to perform the duties of his position, unless the employee is capable of other work in his division and assigned to such other work. If requested, the employee shall furnish the Director of Public Works a certificate from his attending physician.

Section 3:

In the event of sickness or disability in the employee's family, (spouse, children) the employee may be granted sick leave with pay at the discretion of the Director of Public Works, which will not be unreasonably denied.

Section 4:

An employee who is absent in excess of three (3) consecutive days due to family illness must provide a physician's report, at his expense, upon reporting to work and prior to being compensated.

Section 5:

All members promoted into this unit and employees newly hired by the City to a job in the unit after January 1, 2025, shall accumulate sick leave credit on a basis of one (1) sick day for each month of service up to a maximum of twelve (12) days per calendar year, accumulative to a maximum of one hundred twenty (120) days or nine hundred sixty (960) hours. An employee shall not be entitled to more sick leave hours per day than regularly scheduled hours of work. Sick leave may be taken in a minimum increment of one (1) hour. Employees shall be eligible for sick leave after thirty (30) days of service with the Employer.

- a) Employees shall be compensated for any accumulated unused sick leave over 600 hours each year, not to exceed one hundred twenty (120) hours total, at the employee's regular rate of pay as of the time of the payment.
- b) Employees shall be compensated for any accumulated unused sick leave (maximum of six hundred (600) hours) when they are permanently separated from employment as a result of retirement, death, lay-off, or permanent occupational disability. In the event of death, payment is to be made to the employee's beneficiary or to the estate of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation.
- c) Employees hired by the City prior to November 28, 2018 shall be compensated at their regular rate of pay for any unused accumulation of sick leave when they are honorably and permanently separated from service according to the following schedule:

Less than ten (10) years of service with the City: Employees shall receive fifty percent (50%) of accumulated sick leave providing the employee has submitted a written resignation at least two (2) weeks prior to the actual termination date.

More than ten (10) years of service: Employees shall receive one-hundred percent (100%) of accumulated sick leave providing the employee has submitted a written resignation at least two (2) weeks prior to the actual termination date.

- d) Employees hired by the City after November 28, 2018 will only be eligible for the cash payout upon honorable separation from the City and according to the following limitations:
 - i. Less than fifteen (15) years of service: Employees is not eligible for any payout.
 - ii. More than fifteen (15) years of service: Employees shall receive twenty-five percent (25%) of accumulated sick leave providing the employee has submitted a written resignation at least two (2) weeks prior to the actual termination date.
 - iii. More than twenty-five (25) years of service: Employees shall receive fifty

percent (50%) of accumulated sick leave providing the employee has submitted a written resignation at least two (2) weeks prior to the actual termination date.

Any sick leave used during the two-week notice period shall be deducted from the payout. Employees failing to submit a two-week written notice shall receive no compensation for unused sick leave.

- e) All members promoted into this unit and employees newly hired by the City to a job in the unit after January 1, 2025, who are not eligible for unlimited sick leave under Section 1 and who accrue sick leave per this Section 5 shall be permitted to carry forward any sick leave that was accrued in a prior position with the City and was unused as of the employee's date of promotion. Any additional sick leave accruals or payout of sick leave shall be subject to this section 5.

Section 6:

Employees that were members of this unit prior to July 1, 2019 shall be eligible for one comp day for each continuous four (4) months of non-use of sick time. Members that become members of this unit after that date will be eligible after six (6) months of non-use of sick time. Non-use includes using any sick time for any reason.

Section 7:

The City has elected to satisfy the requirements of the Maine Paid Family Medical Leave law through a privately insured plan authorized by the State of Maine. On May 1, 2026, or on the date the Maine Paid Family and Medical Leave law takes effect, whichever is later, all provisions of said law will be applied to bargaining unit employees and said provision will supersede any conflicting City personnel policy or collective bargaining agreement provision on family and medical leave. Costs associated with the City's private insurance plan shall be borne equally between the City and the employee, with each paying 50% of the premium. In the event that the City elects to contribute to the PFML program fund administered by the Maine Department of Labor in future years, the contribution to the program fund shall be determined by the Maine Department of Labor as outlined in the law establishing the PFML program and the cost of said contribution shall also be borne equally between the City and the employee, with each paying 50% of the premium. The employee's half of the premium contribution shall be collected via a payroll deduction.

ARTICLE 11

WAGES - LONGEVITY

Section 1: Salary

Effective July 2019, all employees will receive any step increases that would be earned in the upcoming fiscal year at the beginning of said fiscal year and shall become effective the first pay period in July.

All Positions

		07/01/2024	7/1/2025	7/1/2026
		5%	4%	4%
0-2 years		\$ 1,449.92	\$ 1,507.92	\$ 1,568.24
3-4 years	1%	\$ 1,464.42	\$ 1,523.00	\$ 1,583.92
5-7 years	3%	\$ 1,493.42	\$ 1,553.16	\$ 1,615.28
8-9 years	5%	\$ 1,522.42	\$ 1,583.32	\$ 1,646.65
10-14 years	7%	\$ 1,551.42	\$ 1,613.48	\$ 1,678.01
15-19 years	9%	\$ 1,580.42	\$ 1,643.63	\$ 1,709.38
20-24 years	11%	\$ 1,609.42	\$ 1,673.79	\$ 1,740.74
>25 years	12%	\$ 1,623.91	\$ 1,688.87	\$ 1,756.43

Positions include: Garage Mechanic Foreman, Parks Foreman, Street Working Supervisor, Solid Waste/Street Working Supervisor, Chief Operator-Wastewater and Wastewater Supervisor.

With WWTP Experience

		07/01/2024	7/1/2025	7/1/2026
		5%	4%	4%
0-2 years		\$ 1,565.08	\$ 1,627.68	\$ 1,692.79
3-4 years	1%	\$ 1,580.73	\$ 1,643.96	\$ 1,709.72
5-7 years	3%	\$ 1,612.03	\$ 1,676.51	\$ 1,743.57
8-9 years	5%	\$ 1,643.33	\$ 1,709.06	\$ 1,777.43
10-14 years	7%	\$ 1,674.63	\$ 1,741.62	\$ 1,811.28

15-19 years	9%	\$ 1,705.93	\$ 1,774.17	\$ 1,845.14
20-24 years	11%	\$ 1,737.24	\$ 1,806.73	\$ 1,878.99
>25 years	12%	\$ 1,752.89	\$ 1,823.00	\$ 1,895.92

Garage Mechanic Foreman

		07/01/2024	7/1/2025	7/1/2026
		5%	4%	4%
0-2 years		\$ 1,687.78	\$ 1,755.29	\$ 1,825.50
3-4 years	1%	\$ 1,704.66	\$ 1,772.84	\$ 1,843.76
5-7 years	3%	\$ 1,738.41	\$ 1,807.95	\$ 1,880.27
8-9 years	5%	\$ 1,772.17	\$ 1,843.06	\$ 1,916.78
10-14 years	7%	\$ 1,805.93	\$ 1,878.16	\$ 1,953.29
15-19 years	9%	\$ 1,839.68	\$ 1,913.27	\$ 1,989.80
20-24 years	11%	\$ 1,873.44	\$ 1,948.37	\$ 2,026.31
>25 years	12%	\$ 1,890.31	\$ 1,965.93	\$ 2,044.56

Section 2:

Each week throughout the year, there is a primary and secondary Supervisory employee assigned to be on call for the Public Works Department. For said week, the primary on call employee shall receive a \$200 stipend. For said week, the secondary on call employee shall receive a \$75 stipend.

Section 3:

If the employee in the Parks Foreman position obtains and maintains a commercial pesticide applicators license issued by the State of Maine, he/she shall receive a stipend of three thousand dollars (\$3,000) after receiving said license and each year thereafter provided that the employee maintains said license. The payment of this stipend shall be made in two installments of \$1,500 during each fiscal year.

ARTICLE 11A

JOB DESCRIPTION

Job descriptions were previously part of the labor contract until the 2018-2021 contract. The parties agreed to remove the job descriptions from the labor contract in order to allow more flexibility in making changes mutually as deemed necessary without the formality of opening up the contracts. All current job descriptions and duties remain intact as they exist as of the date of this Agreement, but may be reviewed by the Labor Management Committee.

ARTICLE 12

UNIFORMS/CLOTHING

For new employees, upon completion of their probationary period, the City shall purchase work uniforms consisting of:

Five	(5)	long sleeve shirts
Three	(3)	short sleeve shirts
Five	(5)	Pairs of pants and/or Blue jeans
Two	(2)	jackets
Three	(3)	T-shirts
One	(1)	Safety Boots

The City will issue an annual payment of one thousand two hundred dollars (\$1,200) to each member per budget year (July 1 to June 30). This payment shall be issued in one lump sum in the first payroll of the fiscal year and shall be used by the employee to purchase, upkeep and to maintain the quantity of work uniforms and work boots as stated above. The payment shall be subject to payroll taxes consistent with other wages paid by the City to the employees.

The condition of uniforms and clothing must be neat and orderly at all times. The cost of maintenance and cleaning will be the responsibility of the employee. Employees must wear uniforms in accordance with the Employer's standards.

ARTICLE 13

VACATION

Section 1:

An employee who has completed his/her probationary period shall attain permanent status and shall be granted vacation as follows:

- 2 weeks after one (1) year of service, but less than five (5) years of service
- 3 weeks after five (5) years of service, but less than ten (10) years of service
- 4 weeks after ten (10) years of service, but less than fifteen (15) years of service
- 5 weeks after fifteen (15) years of service

Section 2:

Vacations may start on any day of the week the employee wishes, provided the Director of Public Works approves it.

Section 3:

Vacations shall not accumulate from year to year unless approved by the Director of Public Works. An employee who is entitled to two (2) weeks or more may request compensation for the weeks in excess of two (2) weeks in lieu of vacation time off. Said request shall not be unreasonably denied.

Any employee that becomes a member of this unit after July 1, 2019 shall not be eligible to cash

in any vacation time. Any member that is promoted from the public works non-supervisors unit after July 1, 2019 shall be allowed for 12 months to cash in vacation time consistent with the terms of that labor contract.

Section 4:

Vacations shall be granted at the time requested by the employee, as follows. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period for the first two (2) weeks, at the discretion of the Director of Public Works. Vacation pay is to be paid in full on the payroll day prior to vacation, if requested. The employee will notify the Director of Public Works by April 1 of each year for his/her first two (2) weeks of the requested vacation period, and shall be approved or denied by April 15. For the remaining entitled vacation days, the employee must submit his/her request not less than fifteen (15) working days prior to the requested vacation dates, and once approved, he/she will be guaranteed those dates.

Section 5:

Vacation time is recognized by the parties to be in compliance with Maine's Earned Paid Leave Law (EPL) law as enacted in 2020. The first forty (40) hours of vacation time annually may be used in smaller hourly increments and for any reason in compliance with EPL. For the first year of employment only, the first forty (40) hours of earned sick time may be used in compliance with this law.

ARTICLE 14

RETIREMENT

Section 1:

The City agrees to continue to participate in the Maine Public Employees Retirement System (MPERS), which includes the Biddeford Public Works Supervisory Employees. Effective July 1, 2010 for service provided after July 1, 2010, and not applicable to service provided prior to July 1, 2010, the City agrees to add the cost of living provision to MPERS. Both the City and the Union agree the City has no retroactive obligations as a result of adding the COLA provision.

Employees promoted into this unit prior to January 1, 2025 shall receive severance pay of five (5) days for each year of service in the Public Works Department (based on the employee's date of hire with City). This severance payment shall be calculated based on each employee's years of service with the City and regular rate of pay as of July 1, 2025. The resulting amount will be split into three equal installments, which will then be deposited into a MissionSquare 457 account by the end of July in each fiscal year, i.e., July 31, 2025, July 31, 2026, and July 31, 2027. In the event an employee leaves employment with the City prior to receiving the final installment on July 31,

2027, the City shall make one lump-sum payment to the employee for the remaining severance payment due. Beginning July 1, 2026, each employee will receive a contribution to their MissionSquare 457 account equal to five (5) days of severance pay for the prior years' service, up to his or her retirement date.

Employees promoted into this unit after January 1, 2025 shall not be eligible to receive severance pay.

Section 2:

The City agrees to continue to provide the 457 Deferred Compensation Plan in lieu of the MPERS. Members that elect to receive deferred compensation instead of MPERS shall receive four percent (4%) of their total gross earnings from wages. In addition, any employee who elected the deferred compensation is eligible up to maximum of an additional four percent (4%) match contribution by the City

Section 3:

It shall be a condition of employment that any new employees must select either the MPERS or the 457 Plan that is currently offered in the agreement.

Section 4:

If during the life of this Agreement the City forms a workgroup to study the viability of the City's participation in other retirement plans than those currently offered by the City, one (1) representative of the union employees of the DPW Supervisors unit will be included.

ARTICLE 15

UNION BUSINESS

Authorized Representatives of the Union who are employees covered by this Agreement may be paid at the straight time salary rate when attending grievance meetings or conducting negotiations, or Union business with officials of the City subject to the following conditions:

A) Pay may be allowed for excused absence only if: such meeting is held during said employee scheduled straight time working hours, and if said employee would have worked had he/she not attended the meeting.

B) The time paid for shall be limited to actual meeting time during scheduled straight time working hours, plus necessary time, if any, spent during scheduled straight time working hours in traveling between employee's work location and meeting location.

C) The City shall not pay more than two (2) employee Union Representatives at grievance meetings, up to and throughout the grievance proceedings, and no more than three (3) at grievance meetings with the grievance committee.

D) The City shall not pay more than two (2) employee Union Representatives at negotiation meetings with the City.

E) The City shall allow members of the Union to meet together twelve (12) times during the course of one year at a location on City property that is at the discretion of the elected steward and chair of the grievance committee. On duty personnel may attend the meetings with pay provided the Director of Public Works or his/her designee previously authorizes it.

ARTICLE 16

GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the City and the Union, or one of its members, as quickly as possible, as so to ensure efficiency and to promote employee morale. The adjustment of a grievance shall be pursuant to the following procedure:

A) The Chief Steward or his/her designee shall submit the details of such grievance in writing to the immediate supervisor, and to the Director of Public Works, no later than thirty (30) days of the event giving rise to the grievance. Within five (5) days thereafter, the immediate supervisor shall meet with the Grievant and a Steward of the Grievant's choice for the purpose of adjusting or resolving such grievance. The supervisor's decision must be forwarded to the Director of Public Works who may appeal said decision to the next step.

B) If such grievance is not resolved or adjusted to the satisfaction of the Grievant and Steward, the Steward shall within five (5) business days forward the grievance, in writing, to the Director of Public Works. Within five (5) business days thereafter, the Director of Public Works shall meet with said Grievant and Steward of his/her choice for the purpose of adjusting or resolving such grievance.

C) If such grievance is not adjusted or resolved to the satisfaction of the Grievant and Steward, then the Union shall, within ten (10) business days, notify the City Manager and shall meet with the negotiation committee for the purpose of adjusting or resolving such grievance within ten (10) business days* of being notified by the Union in writing, or by the Union's delegate in writing.

D) If the grievance is not resolved to the satisfaction of the Union within ten (10) business days after consultation with the negotiation committee, the Union may within ten (10) business days request that the grievance be submitted to arbitration. The City and the Union shall have ten (10) days after said request to agree upon an arbitrator. If the Union and the City cannot agree on an arbitrator, the Union may, within five (5) days thereafter, submit the grievance to the Maine State Board of Arbitration and Conciliation. The rules of the Maine State Board of Arbitration and conciliation shall govern the procedure for the selection of the arbitrator and the arbitration procedure. (Business days to mean Monday through Friday excluding holidays.)

E) The decision of the arbitrator shall be binding on all matters contained in this Agreement to the extent such decision may be binding under Maine law.

F) The time limits for processing the grievance may be extended by written consent of the parties executed before the expiration of the time limits prescribed.

G) All grievances shall be filed no later than fifteen (15) days after occurrence of the event or knowledge by the employee of the event giving rise to the grievance, which shall not exceed ninety one (91) working days.

H) The parties shall bear equally the expense of the arbitrator. All other expenses attendant to arbitration shall be borne by the party incurring them, including cost of transcript and expenses of any witness called by such party.

I) The City of Biddeford recognizes the right of the Union to make a reasonable investigation of the circumstances surrounding any grievance; the City further agrees to cooperate with the Union in all such investigations.

ARTICLE 17

BEREAVEMENT LEAVE

Up to five (5) consecutive working days off shall be granted in the event of the death of the following: spouse, parents, brothers, sisters, children, mother-in-law, father-in-law, stepparents, stepchildren, ward, grandparents, and grandchildren. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance of the funeral. Employees must notify the Director of Public Works for such absences with proof of relationship.

The Director of Public Works shall allow absence with straight salary pay for up to one (1) day for time necessary to attend a funeral of the following relatives: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or any other relative who may be living in the same household. If an above-named individual should die while the employee is on vacation leave, holiday leave, sick leave, personal leave, and so forth, the employee is not to be paid bereavement leave while on leave stated above.

ARTICLE 18

AVAILABILITY OF AGREEMENT

The City shall provide at its expense, an electronic copy of this entire Agreement to each member of this bargaining unit. It will also provide one printed copy for any member that also requests one.

ARTICLE 19

EQUIPMENT

The City agrees to provide all necessary equipment to perform duties related to Public Works functions as determined by the Director of Public Works.

Employees shall immediately report all defects in equipment he/she has operated, to the appropriate supervisor. A suitable tag will be provided by the City and shall be utilized for reporting defects in the equipment. The Garage Mechanic Foreman will determine the action to be taken with respect to the continued use of the equipment.

Once the equipment has been tagged, said equipment shall not be used until the mechanic has inspected the equipment and the tag has been removed and replaced by a slip denoting the equipment has been inspected and ready for use.

ARTICLE 20

SENIORITY

Section 1:

Seniority is defined as continuous service with the City of Biddeford. Seniority shall be a major factor when considering job openings, promotions and work shift assignments. Seniority shall be the sole determining factor for the purpose of layoff and scheduling of vacations. In the event a reduction of personnel is required, the least senior employee will be laid off first. However, this employee may bump a junior employee in an equal or lower classification covered by this Agreement provided he/she has the ability and qualification to do the work.

Section 2:

“City Seniority” is the length of continuous service of an employee covered by this Agreement at any and all departments within the City from the employee's most recent date of hire or assignment to full time regular status. This seniority shall be for the purpose of sick leave accumulation and vacation accumulation. “Public Works Seniority” is the length of continuous service of a covered employee on full-time regular status at the Public Works Department.

Public Works Department: seniority by classification and qualification shall be the governing factor in all matters affecting promotion, transfer, work shift, reduction in work force, recall and vacation preference.

Section 3:

A laid off employee shall have the responsibility of ensuring the Director of Public Works has the employee's current mailing address. An employee laid off shall retain and accumulate seniority during such layoff not to exceed two (2) years. When staffing is increased or permanent vacancies occur within this bargaining unit for which a laid off employee is qualified, the Employer shall contact such employees in seniority order by certified mail to offer them recall. A laid off employee who fails to respond within ten (10) workdays to an offer of recall, or upon acceptance,

fails to be available for work within five (5) workdays, shall forfeit all recall rights, unless the employee provides good cause for not so reporting. The employee's right to recall shall exist for a period of two (2) years from the actual date of the layoff.

ARTICLE 21

UNION SECURITY

Section 1:

All employees who are members of the Union as of the date of this Agreement and all employees who hereafter become members of the Union shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement. Failure of any such person to maintain his membership by nonpayment of dues as required herein shall, upon written notice to the employer by the Union of such effect, obligates the employer to discharge such person.

Section 2:

Employees who are or who may become members of the Union may resign from the Union during the period of no more than twenty (20) days and not less than ten (10) days prior to the expiration of this Agreement.

Section 3:

A) Membership in the local Union is not compulsory. Membership in the local Union is separate, apart and distinct from the assumption by an employee of his/her equal obligation to the extent that he/she receives equal benefits. The local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the local Union. The terms of this Agreement have been made for all employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the local Union. The Employer has executed this Agreement after it has satisfied itself that the local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays his/her own way and assumes his/her fair share of the obligation along with the grant of equal benefits contained in this Agreement.

B) Any present or future employee who is not a Union member and who does not make application for membership in the Union shall, as a condition of employment, pay to the Union each month a fair share fee as a contribution toward the administration of the Agreement in an amount equal to eighty percent (80%) of the regular monthly dues, initiation fees and/or any uniform assessments. The Employer shall discharge employees who fail to comply with this requirement within thirty (30) days from the date of hire after receipt of written notice from the Union and corroborative proof of nonpayment by the Employer.

ARTICLE 22

GENDER

The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications regardless of sex.

ARTICLE 23

WEEKLY PAY DAY

The City agrees to have all weekly paychecks delivered, if possible, on each Wednesday. All members will receive their pay through direct deposit.

Employees going on vacation shall receive up to three (3) weeks' pay in advance, if requested, provided advance notice of at least seven (7) days is given.

ARTICLE 24

NO STRIKE

There shall be no stoppage of work or slowdown by the Union nor any lockout by the City during the life of this Agreement.

ARTICLE 25

UNION STEWARD

At no time shall an employee be forced not to have the Union steward of his choice with him/her while going before any superior of the Department making any charges, or before being disciplined or for any other reason.

ARTICLE 26

TOOL ALLOWANCE

The City agrees to pay up to \$1000.00 per calendar year for tool purchases for the Garage Mechanic Foreman. Tool purchases will be reimbursed upon authorization and proof of purchase.

ARTICLE 27

JURY DUTY

- A) Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service. If an employee is subpoenaed to appear in court as a witness, he/she shall be compensated at his/her regular rate of pay, less witness fees received.
- B) An employee, upon release from jury duty or from court as a witness, must report back to work if such release is during working hours.

ARTICLE 28

PERSONAL LEAVE

Employees shall be granted two (2) days and three (3) hours per contract year of personal leave. The employee must notify the Director of Public Works no later than the last working day prior to the day being requested.

ARTICLE 29

PERSONNEL RECORDS

- A) All personnel records, including home addresses, telephone numbers and pictures of employees shall be confidential and never released to any person other than the officials of the Biddeford Public Works Department, except upon subpoena from a competent court of law or upon written authorization of the employee.
- B) Upon request, an employee shall have the right to inspect his/her official personnel records wherever kept. Inspection shall be during regular business hours of the respective repository and be conducted under the supervision of the Public Works Department. An employee shall have the right to make duplicate copies for his/her own use. No record(s) shall be withheld from a member's inspection.
- C) An employee shall have the right to include in his/her personnel record written refutation of any material he/she considers to be detrimental.

ARTICLE 30

BULLETIN BOARDS

The City shall permit the reasonable use of the bulletin boards in the work area by the Union for posting of notices of a non-controversial nature relating to Union business. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 31

ACCESS TO PREMISES

Authorized agents of the Union shall, upon notifying the Director of Public Works, have access to the Employer's establishment, including the Biddeford Public Works Department, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

ARTICLE 32

SENIORITY ROSTER

The Employer shall prepare a seniority roster each calendar year of this Agreement within forty-five (45) days of the effective date of the Agreement and shall make copies available to the Union steward and officers. This roster shall be considered as final during the calendar year if it is unchallenged by the Union within five (5) days after it is available to the Union.

ARTICLE 33

MOTOR VEHICLE

Section 1:

Any member provided with a City vehicle may use said vehicle back and forth to work, responding to City business calls or emergencies, but not for personal use.

Section 2:

The employee may be allowed to use the vehicle for occasional, incidental stops for consumable goods during the workday while traveling between work sites. The vehicle may not be taken home during working hours except by permission of the Director of Public Works.

ARTICLE 34

PRIOR PRACTICES

Any item not covered in this Agreement shall be governed by prior practice or as amended in a

sidebar agreement or successor agreement.

ARTICLE 35

PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1:

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit.

Section 2:

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the employer or any employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

Section 3:

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 36

SUSPENSION AND DISCHARGE

Section 1:

The City may discipline or discharge for just cause. If the Director of Public Works is absent from work for any reason and a disciplinary action needs to be taken against an employee, the Assistant Director shall file the incident and a copy given to the employee. Upon returning to work, the Director of Public Works shall be notified and shall take appropriate action as soon as reasonably possible, but in no event longer than thirty (30) days.

Section 2:

A written notice of the reason or reasons for disciplinary action shall be furnished to the employee and a copy filed with the City Manager and the Union within five (5) days after the effective date of said disciplinary action.

Section 3:

The City agrees that, in general, it will follow the principle of corrective discipline for minor offenses prior to effecting a suspension or discharge. An employee will receive at least an oral reprimand and a written reprimand before the City effects a suspension excepting situations listed below in Section 4.

Section 4:

Oral and written warnings by the Director of Public Works shall not be required in cases such as theft, or attempted theft of City property, gross insubordination, absence without leave for no reason, use of intoxicants during work time, conviction of a felony, and other causes of similar nature, shall be cause for immediate suspension or discharge.

The warning slips shall be prepared in triplicate with the original given to the employee, copies to be given to the Mayor, Union Steward and the Administrative Assistant. An employee receiving warning slips will have them removed from his/her file after twelve (12) months, if not previously discharged.

ARTICLE 37

CDL “SAFETY SENSITIVE” TESTING

The City of Biddeford is committed to a drug and alcohol free workplace. To ensure the safety of its employees and the general public, as well as to comply with 49 CFR Part 382 and other pertinent federal laws, the City Council has adopted this policy. The City takes pride in its employees who perform critical duties in a truly effective manner with safety foremost in their minds. This policy strengthens our commitment to a safe workplace.

Program Administrator: The HR Director or their designee shall be the alcohol/drug testing Program Administrator. The Program Administrator is responsible for answering questions from drivers, employees, or the public in general. The Program Administrator will maintain the confidentiality of all information relating to drug and alcohol testing. The Program Administrator may provide such information as necessary to enable the appropriate Supervisor to take the appropriate action to ensure compliance with this policy. In addition, the Program Administrator is also responsible for compliance with the Program Administrator guidelines.

Scope of Policy: This policy applies to all regular full-time, part-time, and temporary employees who are required to hold a Commercial Driver's License (CDL) for their position. Employees in such positions may have a variety of responsibilities, including but not limited to, plowing and sanding of city roads, trash collection and disposal, transportation of materials and supplies, or the transportation of people. All applicants for employment positions requiring a CDL are required to pass a drug test as a prerequisite of employment, prior to final hiring. Any applicant who fails a drug test shall not be hired, although they may re-apply for employment in the future. All covered employees shall receive a copy of this policy, as well as a copy of the educational materials covered in the employee education session on alcohol and substance abuse.

Compliance with Regulations: All CDL employees subject to alcohol and drug testing must be in compliance with this policy at all times while working for the City. This includes all time spent operating commercial vehicles, as well as time spent maintaining or repairing those vehicles. Note regarding independent contractors: Independent contractors and their employees who must hold a

CDL for the contracted activity are subject to the requirements of 49 CFR Part 382 and are responsible for compliance. The City will not provide or pay for tests or rehabilitation for independent contractors or their employees. The City shall make compliance with the law a condition of any contract which requires a CDL driver.

Substances Tested: When drug and alcohol screening is required by this policy, a breath test and/or urine test will be given to detect the following:

Drug Name	Laboratory Screening Cutoff	Laboratory Confirmation Cutoff
Marijuana Metabolite	50 ng/mL	15 ng/mL
Cocaine Metabolite	150 ng/mL	100 ng/mL
Amphetamine/ Methamphetamine	500 ng/mL	250 ng/mL
Codeine/ Morphine	2000 ng/mL	2000 ng/mL
6-Acetylmorphine	10 ng/mL	10 ng/mL
Hydrocodone/ Hydromorphone	300 ng/mL	100 ng/mL
Oxycodone/ Oxymorphone	100 ng/mL	100 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
MDMD/ MDA	500 ng/mL	250 ng/mL
Alcohol	0.02 g/210L	0.02 g/210L

Effects of alcohol and controlled substances

Alcohol

Appearance: Liquid.

Use/ Abuse: Ingested.

Effects: Short-term effects may include lowered inhibitions, concentration problems, coordination issues, and mood changes.

Longer-term effects may include cognitive decline, kidney disease, stroke, alcoholic liver disease, cardiovascular problems, diabetes.

Marijuana

Appearance: Shredded green/brown mix of flowers, stems, seeds, and leaves from the Cannabis sativa plant. The mixture typically is green, brown, or gray in color and may resemble tobacco.

Use/ Abuse: Smoked as a cigarette (called a joint) or in a pipe or bong. Smoked in blunts, which are cigars that have been emptied of tobacco and refilled with marijuana, sometimes in combination with another drug. Marijuana is also mixed with foods or brewed as a tea.

Effects: The short-term: Problems with memory and learning, distorted perception, difficulty in thinking and problem-solving, and loss of coordination, serious impairments in learning, associative processes, and psychomotor behavior (driving abilities). Long term regular use: Dependence and withdrawal following discontinuation, psychological addiction or dependence.

Cocaine

Appearance: White, crystalline powder derived from coca leaves. Cocaine base (crack) looks like small, irregularly shaped white rocks.

Use/ Abuse: Snorted or dissolved in water and injected. Crack cocaine is smoked. Tolerance builds quickly, easy to overdose.

Effects: Restlessness, irritability, anxiety, paranoia, dilated pupils, insomnia, loss of appetite. Irregular heartbeat, ischemic heart conditions, sudden cardiac arrest, convulsions, strokes, and death. Long-term use of inhaled cocaine has led to a unique respiratory syndrome, and chronic snorting of cocaine has led to the erosion of the upper nasal cavity. The crash that follows a high is mental and physical exhaustion, sleep, and depression lasting several days. Following the crash, users crave cocaine again.

Amphetamine/ Methamphetamine

Appearance: Tablets/ pills, powder. Crystal meth resembles glass fragments.

Use/ Abuse: Some amphetamines are legally prescribed and used to treat attention-deficit hyperactivity disorder (ADHD). Generally taken orally or injected. However, 'ice', the slang name of crystallized methamphetamine hydrochloride, has promoted smoking as another mode of administration. Meth may also be snorted or injected.

Effects: Amphetamine: Similar to cocaine, but slower onset and longer duration. Increased body temperature, blood pressure and pulse rates, insomnia, loss of appetite, physical exhaustion. Chronic abuse produces a psychosis that resembles schizophrenia: paranoia, hallucinations, violent and erratic behavior. Methamphetamine: Highly addictive, agitation, increased heart rate and blood pressure, increased respiration and body temperature, anxiety, paranoia. High doses can cause convulsions, cardiovascular collapse, stroke or death.

Opiates (including Codeine/ Morphine, 6-Acetylmorphine, Hydrocodone/ Hydromorphone, Oxycodone/ Oxymorphone)

Appearance: Tablets/ pills, powder. Liquid solution.

Use/ Abuse: Smoked, snorted, ingested. Injectable solutions, as well as tablets that have been crushed and dissolved in a solution may be injected.

Effects: Euphoria, relaxation, sedation, pain relief, and reduced anxiety. May also cause mental clouding, changes in mood, nervousness, and restlessness. Constipation, nausea, vomiting, impaired coordination, loss of appetite, rash, slow or rapid heartbeat, and changes in blood pressure.

Phencyclidine (PCP)

Appearance: Tablets/ pills, capsules. White crystal-like powder. Liquid solution.

Use/ Abuse: Ingested, smoked, snorted or injected.

Effects: Euphoria, numbness, slurred speech, lack of muscle coordination and balance, impaired concentration or speech, racing heartbeat, excessive sweating, rapid, involuntary eye movements, hallucinations flashbacks, shallow breathing. high temperature. high blood pressure, nausea, vomiting, dizziness, drooling, blank stares.

MDMD/MDA (Ecstasy, Molly)

Appearance: Gel capsules (Molly), pills, tablets, powder, crystal, liquid.

Use/ Abuse: Ingested, snorted. Occasionally smoked.

Effects: Increased motor activity, alertness, heart rate, blood pressure, muscle tension, tremors, teeth clenching, nausea, sweating, euphoria, empathy, reduced inhibition, chills, blurred vision, confusion, anxiety, depression, paranoia, severe dehydration, sleep problems, and drug craving.

Prescription Drug Use: Employees covered by this policy may use prescription drugs and "over the counter" medications provided that:

1. The prescription drugs or their generic equivalent have been prescribed to the employee within the past 12 months by an authorized medical practitioner.
2. The employee does not consume prescribed drugs more often than as prescribed by the employee's physician.
3. Any employee who has been informed that the medication could cause adverse side effects while working shall inform their Supervisor prior to using these substances. The City, at all times, reserves the right to have a licensed physician determine if use of a prescription drug or medication by an employee produces an adverse effect. If such a finding is made, the City may notify the employee's doctor (with employee's permission) to determine if other medications are available which would not seriously affect the employee's ability to work safely. If an appropriate substitute medicine is not available, the City may limit or suspend the employee's work activities to non-safety sensitive duties.

Test Required: All employees subject to this policy shall be tested for alcohol and/or controlled substances in the following circumstances:

1. **Pre-employment:** Drug tests will be conducted when an offer is made to hire an employee for a CDL position. The offer for employment is contingent on the applicant passing these tests. This includes existing employees who are applying for CDL positions.
2. **Random:** Drug and alcohol tests will be conducted on a random, unannounced basis. The number of annual drug tests shall equal 50 percent of the number of CDL required positions while the number of annual alcohol tests shall equal 10% of the CDL required positions. The City has entered into an agreement with a third-party administrator (TPA) to randomly select the CDL employees for testing and then notify the program administrator of the person or persons chosen.
3. **Post-accident:** As soon as is practicable after an accident, the Department Head and/or Supervisor shall ensure that the employee shall be tested for alcohol and drugs if:
 - a. The accident involved the loss of human life
 - b. The employee received a citation for a moving traffic violation arising from the accident and either
 - i. A vehicle is towed away from the scene, or
 - ii. Someone is medically evacuated from the scene.
 - c. The need for medical care should be prioritized over the need for a post-accident test.
 - d. *Alcohol tests.* If a post-accident alcohol test is not administered within two hours following the accident, the employer shall prepare and maintain a record stating the reasons the test was not promptly administered. If a post-accident alcohol test is not administered within eight hours following the accident, the employer shall cease attempts to administer an alcohol test and shall prepare and maintain the same record.
 - e. *Controlled substance tests.* If a post-accident controlled substance test is not administered within 32 hours following the accident, the employer shall cease attempts to administer a controlled substance test and prepare and maintain a record stating the reasons the test was not promptly administered.
 - f. A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing.
 - g.

4. **Reasonable suspicion:** All employees who exhibit to two trained Supervisors signs and symptoms of alcohol and/or drug abuse while on the job, prior to reporting to work or just after work, will be required to submit to an alcohol and/or drug test. The Supervisor shall document the specific facts, symptoms or observations by completing a "Reasonable Suspicion Record" form.

Note: Do not allow an employee to drive themselves to the testing facility for a reasonable suspicion test. Instead, the Supervisor or another employee should provide transportation to the testing facility.

5. **Return-to-duty:** An employee who engaged in prohibited conduct must submit to an alcohol test and drug test to return to duty.. Upon satisfactory completion of the counselling and education required by the Substance Abuse Professional (SAP), the SAP will inform the employer that the employee is eligible to complete a return to duty test. The results of a drug test must be negative to return to duty, and the results of an alcohol test must be less than 0.02 to return to duty.
6. **Follow-up:** An employee who previously tested positive and has returned to duty must submit to a combination of at least 6 alcohol and drug tests during the first year after returning to work. Follow-up tests will be unannounced and may continue for up to 60 months after returning to work, not to exceed 12 a year.

Testing Procedures:

1. **Drug Testing:** Drug testing is accomplished by analyzing the employee's urine specimen (urinalysis). Specimens will be collected at an off-site facility selected by the City. Once the employee provides a urine specimen, it is sealed and labeled by a certified/authorized agent of the testing facility. A chain of custody document is completed in the presence of the employee and the specimen is shipped to a SEMSA certified laboratory. All urinalysis procedures are required to include split-specimen techniques. Each urine sample is subdivided into two containers and labeled as primary and split specimens. Both specimens are forwarded to the laboratory. Only the primary specimen is used in the urinalysis. In the event of a confirmed positive test result, the split specimen may be used for a second confirmation test if requested by the employee. During testing, an initial screening test is performed. If the test is positive for one or more drugs a confirmation test will be performed for each individual drug using gas chromatography/mass spectrometry (GC/MS) analysis. This test ensures that over the counter medications are not reported as positive results. If the analysis of the primary specimen results in a confirmed positive test, the employee may within 72 hours request that the split specimen also be tested at the SEMSA laboratory of their choice. The second test is at the employee's expense unless the test result is negative, in which case the City would reimburse the employee. All test results are reviewed by a medical review officer (MRO) prior to results being reported to the City. In the event of a positive test result, the MRO will first attempt to contact the employee and conduct an interview to determine if there are any alternative legitimate reasons for the positive results (such as over-the-counter or prescription medications). If the MRO determines there is a legitimate medical explanation for the presence of drugs, the result will be reported as negative. If the MRO is unable to contact the employee, then the employer will be contacted and requested to advise the employee to contact the MRO. Urine samples shall be provided in a private test room, stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Employees and applicants may be required to disrobe and will be given hospital gowns to wear while they are providing test samples in order to

ensure that there is no tampering. Street clothes, bags, briefcases, purses, and other containers may not be carried into the test area. The water in the commode, if any, shall be colored with dye to protect against dilution of test samples. An applicant or employee may waive the right to privacy and provide the urine sample in the presence of a witness (of the same gender) and not be required to disrobe and wear a hospital gown.

2. **Alcohol Testing:** Alcohol testing will be conducted using an evidential breath testing (EBT) device. The breath test must be performed by a certified Breath Alcohol Technician (BAT) trained in the use of EBT and alcohol testing procedures. Under certain circumstances, post-accident tests conducted by law enforcement personnel or medical personnel will be acceptable. Two breath tests are required to determine if an individual is over the alcohol concentration limit permitted. Any result of less than 0.02 concentrations is considered a negative result. Any result of 0.02 or greater requires a confirmation test. A confirmed test of 0.02 or greater is considered a positive result.

Prohibited Conduct: CDL employees shall not:

1. Report to work and/or remain on duty with an alcohol concentration of 0.02 or greater;
2. Possess any alcohol while on duty;
3. Use any alcohol while on duty;
4. Use any alcohol within 4 hours before going on duty;
5. Use any alcohol within 8 hours after an accident for which the CDL employee must be tested for alcohol concentration;
6. Refuse to submit to the following alcohol and/or controlled substance tests; random test, reasonable suspicion test, post-accident test, or follow-up test;
7. Report to or remain on duty when using any controlled substance, except when used under a physician's orders and when the physician has informed the CDL employee in writing that the use will not affect the safe operations of a commercial vehicle. In the case of a written warning by the physician, the employee shall report this to their Supervisor immediately;
8. Report to or remain on duty if the employee tests positive for controlled substance.
9. Dilute, substitute, adulterate or tamper in any way with a specimen sample provided for testing.

Failure to comply with these rules is a violation of this policy and may result in disciplinary action and shall result in referral to a substance abuse professional.

Refusal to test: An employee's failure to submit to testing may result in disciplinary action up to and including dismissal and is also grounds for referral to a substance abuse professional. Failure to submit to a test by an applicant will result in denial of employment. Specifically, the following circumstances will be considered a refusal to test:

1. Failure to appear for any test after being directed to do so by your employer.
2. Failure to remain at the testing site until the testing process is complete.
3. Failure to provide a urine or breath sample for any test required by federal regulations.
4. Failure to permit the observation or monitoring of you providing a urine sample (Please note tests conducted under direct observation or monitoring occur in limited situations. The majority of specimens are provided in private).
5. Failure to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was not adequate medical

explanation for the failure.

6. Failure to take a second test when directed to do so.
7. Failure to undergo a medical evaluation as part of “shy bladder” or “shy lung” procedures.
8. Providing a specimen that is verified as adulterated or substituted.
9. Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
10. Failure to follow the observer’s instructions (during a direct observation collection) to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
11. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
12. Admit to the collector or MRO that you adulterated or substituted the specimen.

Alcohol Concentration of 0.00 or greater but less than 0.02: Provided that the employee has not violated the **Prohibited Conduct** rule, any employee whose alcohol test results in a concentration of 0.00 or greater but less than 0.02 shall not be permitted to perform any safety-sensitive function for at least 24 hours following the test. The employee will not be paid for work time lost as a result of this section unless they work in another capacity for the City during that time period. The employee will not be required to undergo evaluation by a substance abuse professional if the test result is 0.00 or greater but less than 0.02. If there is reasonable suspicion that the employee is under the influence of other drugs, reasonable suspicion procedures should be followed. **Note:** This section applies only in limited situations. For example, if an employee last consumed alcohol more than four hours before work but still has a blood/alcohol level of 0.01 when they show up for work, they are not in violation of the Prohibitive Conduct rule but is subject to this section.

Notice and consent: Before a drug or alcohol test is administered, employees and job applicants will be asked to sign a consent form authorizing the test and permitting the release of test results to those officials with a need to know. The chemical screen consent form shall provide space to indicate current or recent use of prescription and over-the-counter medication.

All recruitment announcements for any position, including in-house recruitment and promotion, will disclose that a drug screening test will be required of the applicant.

Consequences of Violation of this Policy: Any employee who violates the **Prohibitive Conduct** and **Refusal to Test** rules of this policy shall be immediately removed from the safety-sensitive function and will be advised by the City of the resources available for evaluating and resolving drug and alcohol abuse problems. The employee is required to be evaluated by a Substance Abuse Professional (SAP). All evaluation and rehabilitation shall be at the employee's cost unless otherwise agreed by the City. An employee shall not be allowed to return to the safety sensitive function until they have a return-to-duty alcohol test result of less than 0.02 or a return-to-duty drug test with a verified negative result.

1. In addition, any employee who violates the **Prohibitive Conduct** and **Refusal to Test** rules of this policy may be subject to disciplinary action up to and including dismissal. Before discipline, reassignment, or dismissal is imposed, the employee shall have the opportunity

to participate for up to 6 months in a rehabilitation program. The employee is responsible for all costs associated with the rehabilitation program unless otherwise agreed by the City.

2. Employees may be subject to discipline up to and including discharge as provided below if they test positive for drugs/alcohol as specified elsewhere in this policy:

- a. Reasonable suspicion testing:
 - i. A positive test is a dischargeable offense
 - ii. Refusal to submit to a reasonable suspicion drug test is a dischargeable offense
- b. Post-accident testing:
 - i. A positive test is a dischargeable offense
 - ii. Refusal to submit to a post-accident drug test is a dischargeable offense
- c. Random testing:
 - i. 1st offense - A positive test shall result in a warning letter (subject to successful completion of rehabilitation)
 - ii. 2nd offense - A positive test is a dischargeable offense
 - iii. Refusal to submit to a random drug test is a dischargeable offense
- d. Pre-employment:
 - i. 1st offense - A positive test shall result in disqualification
- e. Return to duty testing:
 - i. A positive test is a dischargeable offense
 - ii. Refusal to submit to a return to duty test is a dischargeable offense
- f. Follow-up testing:
 - i. A positive test is a dischargeable offense
 - ii. Refusal to submit to a follow-up test is a dischargeable offense
- g. Further grounds for discipline or dismissal under City policy include, but are not limited to:
 - i. Refusal to submit to a rehabilitation program after testing positive
 - ii. Failure within six months to successfully participate in a rehabilitation program after receiving a positive test, or failure to pass a return-to-duty drug or alcohol test
 - iii. Evidence that the employee has substituted, adulterated diluted or otherwise tampered with their urine sample
 - iv. Failure to contact a substance abuse professional within five regular working days after being notified of a confirmed (MRO certified) positive test for the improper use of alcohol or unauthorized substances
- h. During the period the City is awaiting an employee's test result for a post-accident test, reasonable suspicion test, or return-to-duty test, the City may transfer the employee to another position with or without a reduction in pay or benefits. The City also reserves the right to place an employee on paid or unpaid suspension. A determination as to whether an employee is placed in another position or placed on paid or unpaid suspension may be based on, but is not limited to: who is responsible for and/or the severity of the accident, if applicable; the observed condition of the employee, if applicable; the employee's work history; length of employment; current job performance, and the existence of past disciplinary actions. Action taken by the City under this subsection is a matter of City policy, and is not imposed by federal law.
- i. Employee/applicant rights and responsibilities:
 - i. In the event of a confirmed positive test result, employees and job applicants

shall have the opportunity to present an alternative explanation for the test result by contacting the Medical Review Officer (MRO). This shall be done within 72 hours after notification of the confirmed result. No further action will be taken if there is a justified explanation, or there is a reasonable doubt as to the accuracy of the result or chain of custody of the sample.

- ii. Any employee with a positive test result may upon written request to the program administrator have the right to any information relating to the test result and procedures. A job applicant may request information concerning the test result within 60 days after the decision on his employment application.
- iii. Upon successfully participating in a rehabilitation program (within 6 months after it commences) and upon passing a return-to-duty drug and/or alcohol test, the employee is entitled to return to their previous job with full pay (but not back pay) and benefits, unless conditions unrelated to the employee's previous test make the employee's return impossible. The rehabilitation or treatment provider in consultation with the City shall determine whether the employee has successfully participated in the rehabilitation program. The City is not required to hold the employee's job open for more than 6 months after the employee commences a rehabilitation program.
- j. Confidentiality of information: Unless the employee or applicant consents, all information acquired by the City in connection with the testing processes is confidential and may not be released to any person other than to the employee or applicant who is tested, the Program Administrator, officials with a need-to-know, and the rehabilitation provider. The foregoing shall not prevent the release of information that is required or permitted by state or federal law, or the use of the information in any grievance procedure, administrative hearing or lawsuit relating to the imposition of the test or the use of the test results.
- k. Documents provided: The City will provide each person subject to this policy a copy of the policy. The City will also provide printed material which describes the effects of alcohol and/or controlled substances on the individual's health, work, and personal life, as well as information on the signs and symptoms of alcohol or controlled substances and methods of treatment or intervention for drug or alcohol abuse.

What is substance use disorder? Drug addiction, also called substance use disorder, is a disease that affects a person's brain and behavior and leads to an inability to control the use of a legal or illegal drug or medicine. Substances such as alcohol, marijuana and nicotine also are considered drugs. When you're addicted, you may continue using the drug despite the harm it causes.

Drug addiction can start with experimental use of a recreational drug in social situations, and, for some people, the drug use becomes more frequent. For others, particularly with opioids, drug addiction begins when they take prescribed medicines or receive them from others who have prescriptions.

The risk of addiction and how fast you become addicted varies by drug. Some drugs, such as opioid painkillers, have a higher risk and cause addiction more quickly than others.

As time passes, you may need larger doses of the drug to get high. Soon you may need the drug just

to feel good. As your drug use increases, you may find that it's increasingly difficult to go without the drug. Attempts to stop drug use may cause intense cravings and make you feel physically ill. These are called withdrawal symptoms.

Help from your health care provider, family, friends, support groups or an organized treatment program can help you overcome your drug addiction and stay drug-free.

Symptoms. Drug addiction symptoms or behaviors include, among others:

1. Feeling that you have to use the drug regularly — daily or even several times a day
2. Having intense urges for the drug that block out any other thoughts
3. Over time, needing more of the drug to get the same effect
4. Taking larger amounts of the drug over a longer period of time than you intended
5. Making certain that you maintain a supply of the drug
6. Spending money on the drug, even though you can't afford it
7. Not meeting obligations and work responsibilities, or cutting back on social or recreational activities because of drug use
8. Continuing to use the drug, even though you know it's causing problems in your life or causing you physical or psychological harm
9. Doing things to get the drug that you normally wouldn't do, such as stealing
10. Driving or doing other risky activities when you're under the influence of the drug
11. Spending a good deal of time getting the drug, using the drug or recovering from the effects of the drug
12. Failing in your attempts to stop using the drug
13. Experiencing withdrawal symptoms when you attempt to stop taking the drug

Life-changing complications. Dependence on drugs can create a number of dangerous and damaging complications, including:

1. **Getting an infectious disease.** People who are addicted to a drug are more likely to get an infectious disease, such as HIV, either through unsafe sex or by sharing needles with others.
2. **Other health problems.** Drug addiction can lead to a range of both short-term and long-term mental and physical health problems. These depend on what drug is taken.
3. **Accidents.** People who are addicted to drugs are more likely to drive or do other dangerous activities while under the influence.
4. **Suicide.** People who are addicted to drugs die by suicide more often than people who aren't addicted.
5. **Family problems.** Behavioral changes may cause relationship or family conflict and custody issues.
6. **Work issues.** Drug use can cause declining performance at work, absenteeism and eventual loss of employment.
7. **Problems at school.** Drug use can negatively affect academic performance and motivation to excel in school.
8. **Legal issues.** Legal problems are common for drug users and can stem from buying or possessing illegal drugs, stealing to support the drug addiction, driving while under the influence of drugs or alcohol, or disputes over child custody.
9. **Financial problems.** Spending money to support drug use takes away money from other needs, could lead to debt, and can lead to illegal or unethical behaviors.

When to see a doctor: If your drug use is out of control or causing problems, get help. The sooner you seek help, the greater your chances for a long-term recovery. Talk with your health care provider or see a mental health provider, such as a doctor who specializes in addiction medicine or addiction psychiatry, or a licensed alcohol and drug counselor.

Make an appointment to see a provider if:

1. You can't stop using a drug
2. You continue using the drug despite the harm it causes
3. Your drug use has led to unsafe behavior, such as sharing needles or unprotected sex
4. You think you may be having withdrawal symptoms after stopping drug use

If you're not ready to approach a health care provider or mental health professional, help lines or hotlines may be a good place to learn about treatment. The U.S. Department of Health and Human Services treatment facility locator at <http://findtreatment.samhsa.gov/> may also help you to find an appropriate provider. This site provides contact information for substance abuse treatment programs by state, city and U.S. Territory.

Employee Admission of Alcohol and Controlled Substances Use: The City encourages drivers who recognize that they may have a problem with drugs and/or alcohol to seek assistance for resolving that problem before they have a DOT violation due to a positive test result or because they engaged in other DOT prohibited conduct.

A driver who admits to a drug and/or alcohol problem may avoid a DOT violation. They will be given an opportunity to obtain a chemical use assessment from an appropriate drug and alcohol counseling and rehabilitation provider. The driver may utilize the Employee Assistance Program (EAP) to find an appropriate provider or complete their own search. All evaluation and rehabilitation shall be at the employee's cost unless otherwise agreed by the City. Prior to the assessment the driver must sign a release of information that will enable the City's Designated Employer Representative (DER) to receive the results of the assessment, and to receive subsequent reports related to the assessment, and the driver's successful completion of all recommendations for assistance.

The following conditions must apply to the driver's self-admission:

1. The driver's admission cannot be made during their on-duty time. It must occur prior to the driver's reporting for duty on any particular day.
2. The driver's admission cannot be made in an attempt to avoid a required DOT drug test. Self-reporting after being notified of a required test does not release the driver from the responsibility of taking the test, and it also does not qualify as a voluntary admission.
3. The driver must be removed from safety-sensitive functions, including driving.

A driver who self-identifies under this program will be given reasonable time to obtain the required assessment and assistance. The City will take no adverse action, such as discipline, reassignment or dismissal, against a driver who admits to drug and/or alcohol use as long as they:

1. Initiate the assessment process within five (5) days of the driver's disclosure.
2. Comply with all requirements of their rehabilitation provider and complete the return to work process within six (6) months of the driver's disclosure.

When the City's DER is satisfied that the driver has complied with their rehabilitation provider's recommendations for assistance, the driver may return to safety-sensitive functions, provided that:

Prior to returning to safety-sensitive functions, the driver will be required to provide a negative DOT drug and/or alcohol test result on a return-to-duty test. The drug test will be conducted under direct observation.

A driver who cooperates and successfully complies with this program will not be considered to have had a DOT violation of prohibited conduct.

A driver who self-identifies under this policy and who then fails to comply with the rehabilitation provider's recommendations will be considered to have engaged in prohibited conduct and will not be permitted to return to safety-sensitive function until they have successfully complied with the SAP return-to-duty process. A DOT violation of prohibited conduct will be recorded. Once in compliance with the SAP return-to-duty process, prior to returning to safety-sensitive functions, the driver will be required to provide a negative DOT drug and/or alcohol test result on a return-to-duty test. The drug test will be conducted under direct observation.

A driver who self-identifies under this policy and fails to comply with their rehabilitation provider's recommendations may be subject to disciplinary action up to and including termination of employment.

Peer reporting: If you have suspicion, reason to believe or actual knowledge that a coworker is using alcohol or controlled substances during working hours, or may be dealing with a substance use disorder, you must report it to your supervisor immediately. The safety of everyone depends on it. Supervisors with appropriate reasonable suspicion training will then assess the situation and determine the correct course of action. The purpose of such a report is not to punish the employee in question but to maintain safety and provide support to the employee. Depending on the circumstances and the assessment of trained supervisors, the individual in question may be extended the same benefits as those offered to individuals that self-report.

ARTICLE 38

STUDENT LOAN REPAYMENT

Student Loan Repayment: Effective July 1, 2019, as an incentive to have Biddeford be an employer of choice, the City will offer a student loan repayment program.

- 1) All employees are eligible for up to five (5) years of student loan repayment incentive. Each employee is allowed only one five (5) year incentive during their

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proper documentation to demonstrate compliance with the requirements, the City will make an annual payment directly to the employee as an education reimbursement payment, subject to any and all IRS regulations applicable as of the date of payment. The payments shall not exceed one thousand two hundred dollars (\$1,200). The City, at the direction of the employee, will alternatively make the payment directly to the loan provider.

- 2) Any employee elected to receive this benefit pledges at least ten (10) years of service to the community. If the employee leaves prior to the conclusion of their tenth year, the employee shall pay back to the City ten percent (10%) of the funds paid by the city for each complete year (or part thereof) that employee did not meet the ten-year requirement. For illustration only, if an employee worked 7.5 years for the City, they would owe thirty percent ($10 - 7 = 3 \times 10\% = 30\%$) of the funds paid on their behalf. The City is explicitly authorized to collect those funds upon notice by the employee of separation via the remaining pay unless the employee has otherwise covered the cost.

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Four Day Work Week

the parties have implemented a four (4) day, ten (10) hour workday for all employees within the Unit and agree continue said work schedule.

All holidays that occur during the period will only be treated as an eight (8) hour holiday. The additional two (2) hours must be covered by the employees' available leave (limited to vacation, personal, or compensatory time). Employees that are salary will have the entire day treated as the holiday without any additional need to cover the extra two hours.

non-emergency civic, festival, or other celebration planned events shall be eligible for comp time equal to one and half (1.5) of the actual hours worked. Comp time, however, must be used as time off and may not be cashed out.

Section 1:

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TICLE 41 DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 and it shall remain in full force and effect until June 30, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2:

In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Section 3:

In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of the Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty first (61st) day following such notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2025, to be effective as of July 1, 2024.

FOR THE EMPLOYER

FOR THE UNION

TEAMSTERS LOCAL UNION NO. 340
affiliated with the International Brotherhood
of Teamsters

Brian Phinney
Acting City Manager, City of Biddeford

Chris Shepard
Teamsters Local Union #340
Business Agent

Teamsters Local Union #340
President

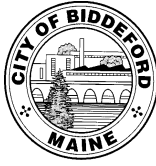
Teamsters Local Union #340
Secretary- Treasurer

APPENDIX A
STREET WINTER OPERATIONS PROTOCOL
SUPERVISORY UNIT

1. Street Winter Operations shall begin on **November 1** and end on the first Monday after March 31 or on March 31 if it is a Monday.
2. Normal work hours during Street Winter Operations are 06:30 AM to 4:30 PM. Monday through Thursday.
3. Emergency Response / on-call (after normal work hours) responsibilities during Street Winter Operations shall be the responsibility of the Asst. Director (non- union), the Street Working Supervisor, the Parks Foreman and the Solid Waste / Street Working Supervisor. The Asst. Director and the Director shall participate as necessary and in accordance with the Collective Bargaining Agreement.
4. The Department's Winter Operations Manual, as revised, shall govern street Winter Operations.
5. Although all Personnel are expected to be available, if necessary, a schedule shall be established annually identifying the first call responder, the second call responder, the third call responder and the fourth call responder. A calendar depicting such shall be published each year.
6. There shall be 2 shifts established for scheduling purposes: 7:00 AM to 7:00 PM and 7:00 PM to 7:00 AM.
7. The first and second call responders shall start at the beginning of a storm and work until the end of that particular shift. The third and fourth call responders shall then work the next shift. This shall continue in rotation until such time as the storm ends.
8. If a storm begins during normal work hours, the third and fourth call responders shall work that shift. The first and second call responders shall work the next shift and the rotation shall be maintained until the storm ends.

9. Nighttime snow pick-up. This shall be conducted by the first call responder. The first call responder shall not be required to work the normal work hour shift after the snow pick-up activity.
10. Changes to this protocol shall be made in writing and must be agreed upon by the Director and the Collective Bargaining Unit.

Appendix B



City of Biddeford Public Works Department

DOMESTIC PARTNER AFFIDAVIT

I, _____ and _____ certify that we have been in a relationship for _____ (_____) years and intend to remain so indefinitely, neither one of us is married to anyone else, we are both at least eighteen (18) years of age, we are not related by blood to a degree that would prohibit marriage in the State of Maine, and that we are jointly responsible for each other's common welfare, share significant financial obligations, and share our primary residence.

The employee agrees to notify the City of Biddeford in writing within thirty-one days of any termination of our domestic partnership. A written termination statement shall affirm that the partnership is terminated and that a copy of the termination statement has been mailed to the other partner.

Signed and dated this _____ day of _____ (month) _____ (year).

Employee Signature _____

Domestic Partner Signature _____

Notary Public Signature _____

My Commission Expires _____



City Council

Meeting Date: July 15, 2025
Meeting Time: 6:00 PM
Agenda Item No: 9.c
Item Description: 2025.91 Approval Maine EMS Sustainability Program Grant

Submitted By: Lawrence D. Best, Fire Chief

Supporting Information/Documentation:

2025.91 Authorization for Maine EMS Sustainability Program Grant - ORDER, 2025 Maine EMS Sustainability Program Grant

Key Terms:

N/A

Executive Summary:

Per Article V. Finance, Sec. 2-340 (c) this grant from the State of Maine Department of Public Safety for the Maine EMS Sustainability Program for FY26 in the amount of \$102,698.33 is being presented to the City Council for consideration of acceptance. Approval of this order authorizes the fire chief to sign the Grant Agreement with the State of Maine Department of Public Safety.

Detailed Review:

In May of this year, Assistant Fire Chief Edward Dexter submitted an application for the second round of grant funds from the State of Maine Department of Public Safety for the Maine EMS Sustainability Program. The grant funds must be used only for the purposes outlined in the Grant Application (see below) and these funds must be spent by March 31, 2026. The Fire Department has received notice of the award in the grant amount of \$102,698.33. There are no local matching funds necessary or associated with this grant.

A copy of the grant agreement and Order for authorization is included in this packet.

Eligible Grant Funded Activities: Recipients shall ensure that awarded grant funding is used for approved expenses only. The funding shall only be utilized for the following activities:

1. The initiation or support of programs, applications, or the use of consultants or experts to establish or support an ongoing mental health and wellness program.
2. The consolidation and/or regionalization of the delivery of emergency medical services.

3. Inter-municipality EMS planning for rural patient transport.
4. Supporting training directly related to the provision of clinical care, safety, leadership, or management of EMS.
5. Supplementing wages, benefits, stipends, and incentives for EMS clinicians, Ambulance Operators, and/or administrative support staff (e.g. service-level medical director, quality assurance and improvement officer, infection control officer, training officer, and administrative aid).
6. Implementation of other programming directly related to the Maine EMS Plan for a Sustainable EMS System in the State of Maine: A Vision for 2035, as published on May 22, 2023,
7. Investment in capital expenditures not to exceed \$100,000.00 in the aggregate.

Funding Source:

The grant award does not require any local matching funds.

Staff Recommendation:

Recommend accepting the Maine EMS Sustainability Program Grant in the amount of \$102,698.33

City of Biddeford



2025.91 IN BOARD OF CITY COUNCIL.....JULY 15, 2025

BE IT ORDERED, that the Biddeford City Council hereby accepts the State of Maine Department of Public Safety Maine EMS Sustainability Program grant award Project No. SUST-0100-0165 in the amount of \$102,698.33

BE IT FURTHER ORDERED, that the Fire Chief is hereby authorized to execute *the State of Maine Department of Public Safety Maine EMS Sustainability Program grant award Project No. SUST-0100-0165* as the City's authorized representative.

Attest by: _____

State of Maine Department of Public Safety
Maine EMS Sustainability Program
Grant Agreement
32 M.R.S. § 98

Department:	Department of Public Safety
Address:	45 Commerce Drive, Suite 1 Augusta, Maine 04333-0104

Provider:	Biddeford Ambulance Service
Address:	152 Alfred Street Biddeford, ME 04005

Provider's Vendor Customer:	VC0000241454
Contract Number:	SUST-0100-0165
Contract Amount:	102698.33

Remittance Address	
Name:	Biddeford Town of
Address:	PO Box 586
Address 2:	
City, State, Postal Code	Biddeford, ME 04005

Purpose:

The EMS Sustainability Grant awarded funds must be used only for the purposes outlined in the Grant Application. If there are changes to the approved project plan a Change of Scope Request must be submitted for approval and receive written approval from the director of Maine EMS. Failure to obtain prior approval may result in voiding the grant and requiring immediate repayment of grant funds in part or in whole.

Grant Term/Period of Performance:

Unless otherwise specified, funded projects for EMS Agencies must be completed (or funds encumbered) by March 31, 2026.

Eligible Grant Funded Activities:

Recipients shall ensure that awarded grant funding is used for approved expenses only.
The funding shall only be utilized for the following activities:

1. The initiation or support of programs, applications, or the use of consultants or experts to establish or support an ongoing mental health and wellness program.
2. The consolidation and/or regionalization of the delivery of emergency medical services.
3. Inter-municipality EMS planning for rural patient transport.
4. Supporting training directly related to the provision of clinical care, safety, leadership, or management of EMS.

5. Supplementing wages, benefits, stipends, and incentives for EMS clinicians, Ambulance Operators, and/or administrative support staff (e.g. service-level medical director, quality assurance and improvement officer, infection control officer, training officer, and administrative aid).
6. Implementation of other programming directly related to the Maine EMS Plan for a Sustainable EMS System in the State of Maine: A Vision for 2035, as published on May 22, 2023, which is incorporated into this rule by reference and available for download online: <https://www.maine.gov/ems/sites/maine.gov.ems/files/inline-files/20230522-Maine-EMS-Vision-and-Plan.pdf>.
7. Investment in capital expenditures not to exceed \$100,000.00 in the aggregate.

Ineligible Grant Funded Activities and Expenses:

The following are unauthorized uses of the funding:

1. Expenses or losses reimbursed from any other source(s) or that other sources are obligated to repay
2. Expenses related to staffing needs that exceed an annual salary of \$76,500, as prorated over the applicable period. This limit does not include standard employee benefit offerings (i.e., the cost of a staff member may be higher because the cost of benefits and salary exceeds \$76,500)
3. Construction, renovation, purchase, or acquisition costs for facilities
4. Payment for existing indebtedness
5. Payment on obligations incurred prior to the award of funds
6. Supplanting existing local subsidies or funding sources except if they replace volunteer labor, donated services, donated goods, or funds raised through community fundraising efforts (e.g., bake sales, dinners, etc.)
7. Funds cannot be used for entities engaged in illegal activity under federal or state law or regulation
8. Expenses that have been or will be reimbursed by insurance
9. Working capital expenses (i.e., cash for daily business operations)
10. The recipient is not receiving indirect costs

Grant Distribution:

The recipient is awarded grant funds from the State of Maine Department of Public Safety to assist with the sustainability of their agency for the continuity of emergency medical services. Funds are anticipated to be released within three (3) weeks of receiving this executed agreement and will be mailed via USPS to the address listed above under the remittance address section. State of Maine checks are mailed with instructions not to forward; updated forms are the awardee's responsibility. DPS reserves the right to request funds in whole or in part if determined that the funds were not used for the intended purpose, as described in the application (or through a formal amendment to the project filed with and approved by DPS). Grant recipients will be required to return unspent funds.

Post Award Reporting Requirements:

Recipients of awarded grant-funded projects are required to submit performance progress reports to summarize the use of funds, progress of the projects, and outcome of the projects:

1. Report quarterly within the calendar year for the period between the execution of this contract and the completion of your grant projects. The quarterly report will be due fifteen (15) days after each calendar quarter. Due dates are as follows: April 15th, July 15th, October 15th, and January 15th.
2. Final reports will be due on the completion of the grant projects within the earlier of sixty (60) days of the completion of the projects utilizing funding received or April 30, 2026.
3. Supporting documents showing applied grant funds must be submitted quarterly following the due date listed in this section. These documents include, but are not limited to, invoices, payroll, journal entries, purchase orders, quotes, work orders, and signed contracts,
4. Required post-award reporting will be submitted using Microsoft Forms,
5. Recipients who spent more than awarded allocations to cover the costs of the grant projects are to report the difference on your performance progress reports. Explanation statements used but are not limited to in-kind contributions, agency operating budget, and or municipality/town budget.
6. Past due reports – Grace period: fifteen (15) days past due reporting deadline. Recipients past due fifteen (15) days from the reporting deadline must email their assigned grant specialist with an explanation no later than twenty (20) days past due.

Failure to comply with the required post-award reporting may result in the suspension of future funding, termination of the award, and a requirement to return all awarded grant funds.

Awarded funds not spent or encumbered to complete the approved grant projects will be returned to the State within thirty (30) days of the required post-award final report.

Failure to comply with the rules, requirements, and restrictions outlined in this grant agreement may result in recoupment of funds.

Post award reporting for Transporting and Non-Transporting EMS Agencies shall at a minimum include for each approved activity:

1. The initiation or support of programs, applications, or the use of consultants or experts to establish or support an ongoing mental health and wellness program
 - a. Provide documentation of the programs or support provided
 - b. The number of personnel who accessed or utilized the program(s)
 - c. The impact of the training on the sustainability of care provided by the agency
2. The consolidation and/or regionalization of the delivery of emergency medical services
 - a. Provide documentation of programs, applications or the use of consultants or experts to coordinate consolidation and /or regionalization of EMS delivery
 - b. Provide the number of Maine licensed EMS agencies, towns, or unincorporated areas engaged in your regionalization or consolidation efforts
3. Inter-municipality planning for rural patient transport
 - a. Provide documentation of programs, applications or the use of consultants or experts to coordinate inter-municipality planning for rural patient transport
 - b. Provide the number of Maine licensed EMS agencies, towns, or unincorporated areas engaged in your inter-municipality planning for rural patient transport.
4. Supporting training directly related to the provision of clinical care, leadership, or management of EMS
 - a. Provide documentation of the training provided
 - b. The number of personnel who received training
 - c. The impact of the training on the quality of care provided by the agency
5. Supplementing wages, benefits, stipends, and incentives for EMS clinicians, Ambulance Operators, and/or administrative support staff
 - a. The number of administrative staff who received supplemental pay
 - b. The amount of pay provided
 - c. The impact of the supplemental pay on the agency's ability to recruit and retain qualified personnel
 - d. Any changes in the number of administrative support staff
6. Implementation of programming directly related to the Maine EMS Plan for a Sustainable EMS System in the State of Maine: A Vision for 2035
 - a. Which Domain the expected use of the funds impacted
 - b. The amount of funding dedicated to each domain
 - c. The impact on the EMS agency regarding their ability to continue to fund daily EMS operations or to recruit and retain qualified personnel
7. Investment in capital expenditures not to exceed \$100,000 in the aggregate
 - a. Documentation of the capital expenditures made

- b. The purpose of the expenditure
- c. The impact of the expenditures on the agency's ability to provide sustainable EMS care
- d. Any positive changes in the amount or quality of care provided because of the expenditure(s)

Record Retention Requirements:

Records shall be maintained for three (3) years following the State's expenditure of EMS Sustainability funds and subsequent required reporting and at least through June 30, 2032.

Agency Signature:

The signatory below represents the person who has the requisite authority to enter into this Contract.
I have read and understood the requirements and expectations outlined in this agreement.

Signature:

Lawrence D. Best

Department of Public Safety Signature:

The signatory below represents that the person has the requisite authority to enter into this Contract.
I have read and understood the requirements and expectations outlined in this agreement.

Signature:

Wil O'Neal, Maine EMS Director



City Council

Meeting Date: July 15, 2025

Meeting Time: 6:00 PM

Agenda Item 9.d

No:

Item 2025.92 Approval Stephen & Tabitha King Foundation Marine Rescue Boat

Description: Grant

Submitted By: Lawrence D. Best, Fire Chief

Supporting Information/Documentation:

2025.92 Authorization Stephen and Tabitha King Foundation Grant - ORDER, Stephen and Tabitha King Foundation Grant Award Letter 06-23-2025

Key Terms:

N/A

Executive Summary:

Per Article V. Finance, Sec. 2-340 (c) this grant from the Stephen and Tabitha King Foundation in the amount of \$45,000.00 is being presented to the City Council for consideration of acceptance.

Detailed Review:

In February of this year, Deputy Fire Chief Kenneth Thorpe submitted an application to the Stephen and Tabitha King Foundation asking for consideration for funds to be used for a Rescue Boat. The Fire Department has received notice of the grant award in the amount of \$45,000.00. There are no local matching funds necessary or associated with this grant.

The Marine Rescue Boat project has actually been funded through the FY26 Capital Improvement Projects program in the amount of \$80,000.00. The funds for the Rescue Boat are planned to come from the Mooring Fee Fund (Fund 202). We submitted the CIP request for FY26 not knowing if we would be awarded the grant request.

The purpose of the grant request was to acquire a Rescue Boat that will have the capabilities to respond and deploy in the Saco River and coastal ocean areas for search and rescue, boats in

distress, emergency medical response, and response to the numerous islands, coves and waterway inlets the Biddeford Fire Department responds to. This will replace a 1963 Crestliner boat that had been in service up until this year.

Since this project was just approved on June 17, 2025 by the City Council, we have not put the Rescue Boat out to RFP or RFB yet so the final cost is not known yet.

Funding Source:

The grant award does not require any local matching funds. The balance of the funds for the Marine Rescue Boat will come from the Mooring Fee Fund (Fund 202) as voted upon by the City Council on June 17, 2025.

Staff Recommendation:

The acceptance of this grant opportunity contributes funds towards the Fire Department Rescue Marine Unit that was recently approved by the City Council on June 17, 2025, as part of the FY26 Capital Improvement Projects allocation for capital vehicle purchases, etc...

City of Biddeford



2025.92 IN BOARD OF CITY COUNCILJULY 15, 2025
BE IT ORDERED, that the Biddeford City Council hereby accepts the Stephen and
Tabitha King Foundation grant award in the amount of \$45,000.00

Attest by: _____

STEPHEN & TABITHA KING FOUNDATION

June 4, 2025

Kenneth Thorpe
Deputy Fire Chief
City of Biddeford Fire Department
152 Alfred Street
Biddeford, ME 04005

Dear Deputy Chief Thorpe,

Please find enclosed a check for \$45,000 for a rescue boat. Depositing or cashing this check is an agreement to use the funds as outlined in your application. We would appreciate a brief and simple update on the project at a time you deem appropriate. You may publicize this award if you state that it was the result of a grant application, however publicity is not our preference. If you have any questions about this, please contact me.

Congratulations and continued success with your good work.

Sincerely,



Stephanie Leonard
Administrator



City Council

Meeting Date: July 15, 2025
Meeting Time: 6:00 PM
Agenda Item No: 9.e
Item Description: 2025.98 Approval Amend Council Rules
Submitted By: Brian S. Phinney, Acting City Manager

Supporting Information/Documentation:

2025.98 Amend Code or Ordinances, Appendix A - Rules of the City Council - ORDER, Rules of City Council - REFERENCE

Key Terms:

Executive Summary:

Approval of the item amends *Part II, Code of Ordinances, Appendix A - Rules of the City Council, specific to Sec. A-1 Rule 1(i), Duties and Powers of Mayor or Presiding Officer*. The amendment addresses procedures for extending meetings of the council past 9:00 p.m., and 12:00 a.m.

Detailed Review:

At the request of the City Council, this item reflects consideration of an amendment to *Part II, Code of Ordinances, Appendix A - Rules of the City Council, specific to Sec. A-1 Rule 1(i), Duties and Powers of Mayor or Presiding Officer*.

The amendment, if approved, would require the following:

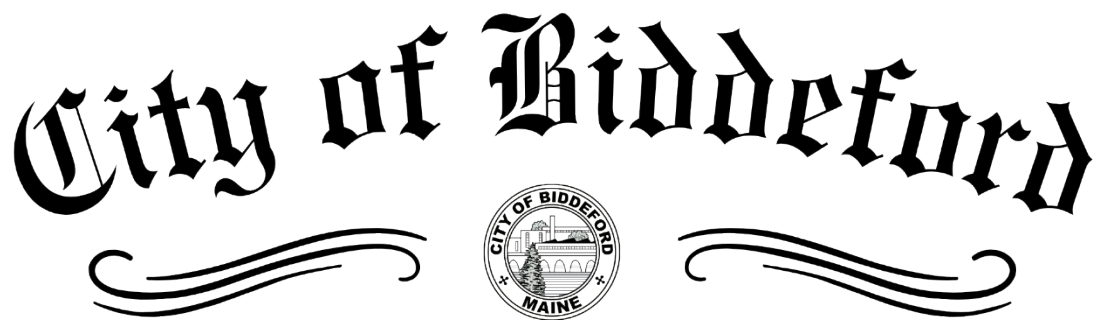
- In order to extend the meeting beyond 9:00 p.m., it would require a 2/3 majority vote.
- After 9:00 p.m., any extension will also require a 2/3 vote and extensions shall be in one-hour increments.
- Any extension past midnight will require a unanimous vote of the City Council.

Funding Source:

N/A

Staff Recommendation:

Staff is neutral on the matter as this is a policy matter under the full decreation of the City Council.



2025.98 IN BOARD OF CITY COUNCIL..... July 15, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby amend Code of Ordinances, Appendix A – Rule of the Council; **Section A-1 Rule 1: Duties and Powers of Mayor or Presiding Officer, subsection (i)** as follows with additions shown as underlined text:

The Mayor shall call regular meetings of the City Council to order at 6:00 p.m. on the first and third Tuesdays of each month, and regular meetings shall adjourn by 9:00 p.m. unless a 2/3 majority of the Councilors agree to extend the meeting. Beginning at 9:00 p.m., any extension shall require a two-thirds (2/3) vote of the Councilors present. Extensions of the meeting shall not exceed one hour. No extension past midnight shall be permitted unless all Councilors present vote unanimously to allow the meeting to continue beyond 12:00 a.m. All regular and special meetings of the Council, including but not limited to Council workshops and public hearings, will be held in the Council chambers unless a majority of the Councilors agree to a different location.

Attest by: _____

APPENDIX A

RULES OF CITY COUNCIL

Sec. A-1.	Rule 1: Duties and powers of Mayor or Presiding Officer.	Sec. A-4.	Rule 4: Ordinances; resolutions; orders.
Sec. A-2.	Rule 2: Rights and duties of members.	Sec. A-5.	Rule 5: Committees.
Sec. A-3.	Rule 3: Proceedings and debates.	Sec. A-6.	Rule 6: Rules.

[HISTORY: Adopted by the City Council of the City of Biddeford 1-4-2024 by 2023.161.¹ Amendments noted where applicable.]

GENERAL REFERENCES

City Council — See Charter, Art. III.

City Council — See Ch. 2, Art. II.

Sec. A-1. Rule 1: Duties and powers of Mayor or Presiding Officer.

- a. The Mayor shall take the chair at the hour appointed for the meeting, or as soon thereafter as is convenient, call the members to order, and after the appearance of a quorum, cause the minutes of the preceding meeting to be read. In the absence of the Mayor, the President of the City Council shall be the presiding officer, but in case of the absence of both the Mayor and the President at such time, the Clerk of the Council shall preside until a President Pro Tempore for said meeting is chosen.
- b. The Mayor shall receive and submit to vote all motions and propositions regularly moved, shall put the question, and shall declare all votes; but if any Councilor doubts the vote, all those voting in the affirmative, when called upon by the Mayor, shall raise their hand until they are counted, and also those in the negative, in like manner, to make the vote certain.
- c. The Mayor shall restrain the members when engaged in debate, within the rules of order, and shall enforce, on all occasions, the observance of order and decorum among the members.
- d. The Mayor shall decide all questions of order subject to an appeal to the Council by motion properly seconded.
- e. The Mayor may speak to points of order in preference to the members.

1. Editor's Note: This ordinance also superseded former Appendix A, Rules of City Council, adopted and amended Ord. of 1-2-1979(15); Ord. 1-4-1994; Ord. of 4-4-1995; Ord. of 11-6-1996; Ord. of 7-21-1998(5); Ord. of 1-5-1999; Ord. of 2-2-1999; Ord. No. 99.87, 9-21-1999; Ord. No. 99.112, 12-13-1999; Ord. No. 2000.112, 10-3-2000; Ord. No. 2000.122, 10-17-2000; Ord. No. 2001.119, 12-18-2001; Ord. No. 2002.136, 12-17-2002; Ord. No. 2003.12, 2-4-2003; Ord. No. 2003.123, 12-3-2003; Ord. No. 2003.130, 12-16-2003; Ord. No. 2006.11, 2-7-2006; 11-4-2010 by Ord. No. 2010.118; 5-3-2011 by Ord. No. 2011.31; 12-7-2011 by Ord. No. 2011.81; 9-4-2012; 2-4-2014 by Ord. No. 2014.10; 6-3-2014 by Ord. No. 2014.42; 8-19-2014 by Ord. No. 2014.79; 1-5-2016 by Ord. No. 2016.2; 9-20-2016 by Ord. No. 2016.85; 1-17-2017 by Ord. No. 2017.8; 3-21-2017 by Ord. No. 2017.27; 12-12-2017 by Ord. No. 2017.130; 10-2-2018 by Ord. No. 2018.120; 12-21-2021 by Ord. No. 2021.124.

- f. When the Mayor desires to express his opinions on any subject, the Mayor shall yield the chair to the President of the Council, if present, or any other member.
- g. The Mayor shall appoint all standing and special committees of the City Council and the Chairs thereof, except the Chair of the Finance Committee, which shall be chaired by the Council President, and all such mayoral appointments shall receive confirmation by the City Council.
- h. Upon the Chair's inability to maintain order and in the event that either a Councilor or a member(s) of the public fail to comply with any of the rules or other rules as adopted by the Council regarding decorum and order, the Chair shall immediately recess the Council. If upon resumption of the meeting order and decorum are unable to be maintained, the Chair shall call for the immediate adjournment of the meeting and conduct no further business.
- i. The Mayor shall call regular meetings of the City Council to order at 6:00 p.m. on the first and third Tuesdays of each month, and regular meetings shall adjourn by 9:00 p.m. unless a majority of the Councilors agree to extend the meeting. All regular and special meetings of the Council, including but not limited to Council workshops and public hearings, will be held in the Council chambers, unless a majority of the Councilors agree to a different location.
- j. When, as required by law, the City Council must act as municipal officers, they shall do so during a Council meeting. At each regular Council meeting there shall be two periods of the "public addressing the Council" for a total of up to 30 minutes, when the residents of Biddeford shall be afforded an opportunity to address the City Council on any item of City business which is not before the Council as an order of the day on the Council agenda, over which the Council has direct control, not to exceed three minutes per speaker during the first such period and five minutes per speaker during the second period. The first such period shall take place near the beginning of the meeting for up to 15 minutes, and the second period towards the end of such meeting for 15 minutes plus any unused portion of time from the beginning of the same meeting. The same person may not speak more than once in any evening without the majority vote of the Council.

Sec. A-2. Rule 2: Rights and duties of members.

- a. At all meetings of the City Council, each member shall occupy the seat assigned to him or her by the Mayor at the first meeting of said Council.
- b. Unless excused, every member shall take notice of the day and hour to which the Council stands adjourned and shall give his or her punctual attendance accordingly; and shall attend all special meetings properly called.
- c. Every member, when about to speak, shall raise his or her hand and upon recognition by the presiding officer shall respectfully address the presiding officer, confine himself or herself to the question under debate, and avoid personalities. No member will be allowed to speak while out of his or her place. Debate must be confined to the merits of the pending question. Members must maintain a courteous tone, especially in reference to any divergence of opinion and shall avoid injecting any personal note into the debate. Members must never attack or make any allusion to the motives of members.
- d. Members speaking shall not be interrupted by another, but by call to order; if any member in speaking or otherwise shall transgress the rules of the Council, the presiding officer shall, or any member may, call him or her to order; in which case the member so called to order shall immediately stop speaking unless permitted to explain; and the Council if appealed to, shall decide whether the member is in fact transgressing the rules or otherwise out of order, but without debate. If the decision is in favor of the member so called to order, that member shall be at liberty to proceed; if otherwise, he shall not speak

again on the pending item without approval of the Council.

- e. Each member has the right to speak twice on the same motion on the same meeting, but cannot make a second speech on the same question as long as any member who has not spoken on that question desires the floor. No motion to move the question shall take place until each member has had an opportunity to speak once. A member who has spoken twice on a motion on the same meeting has exhausted his or her right to debate that motion for that meeting unless he or she obtains approval of the Council to speak on the same motion again. However, questions generated by discussing Council business or motions may be asked without limit.
- f. Every member who shall be present when a question is put shall give his or her vote, unless the Council shall excuse that member.
- g. No member shall be permitted to vote on any question in the City Council, nor in committee, whose private right, distinct from public interest, is immediately involved.
- h. When any member shall be guilty of a breach of any of the rules and orders of the Council and the Council has determined that member has so transgressed, that member shall not be allowed to vote or speak, unless by way of explanation for the same, until that member has recognized his or her transgression before the presiding officer and the Council and immediately ceases the breach. Any member who continues to breach any rule or order of the Council after the Council has determined said breach shall be subject to censorship by vote of the Council, and shall not be recognized in any further action.
- i. (Reserved)
- j. No member shall be permitted to vote on any question in the City Council, nor in committee, when that member is a member of any organization or entity which has an interest separate and distinct from the public interest and in opposition to the interest of the inhabitants of the City of Biddeford. In any circumstance when a member refuses to abstain from participating in any vote, when that member has a private right or a right separate and distinct from the public interest, the Council shall decide the qualification of that member to participate on that issue.
- k. The members of the Council shall refrain from interference with the daily administration of City business.
- l. No member shall begin to discuss a matter when no motion is pending, unless the Chair authorizes a particular subject to be discussed while no motion is pending.
- m. Any member may place an item(s) on a City Council agenda with the concurrence of at least one other member, with said item(s) being submitted in writing to the City Clerk. The submitted item(s) shall be placed on a City Council agenda within 30 days. The final agenda will be reviewed and approved by the Mayor and Council President.
- n. The agenda for regular meetings of the City Council shall be prepared and available in the City Clerk's office to members by 4:00 p.m. on the Wednesday preceding the meeting. The City Clerk shall provide for delivery of any agendas after noon on the Friday preceding the meeting.
- o. Each member, when sending an email correspondence from the City email system, shall include the following disclaimer:

NOTICE: Under Maine's Freedom of Access (Right to Know) Law, documents, including emails, in the possession of public officials about City business are classified as public records. This means

if anyone asks to see them, we are required to provide them. There are very few exceptions. We welcome citizens' comments and want to hear from our constituents, but please keep in mind that what you write in an email is not private and could show up in the media.

- p. Members are not permitted to use any mobile device for making phone calls, text messaging, emailing or other outside communication while meetings are in progress, unless for emergency purposes.

Sec. A-3. Rule 3: Proceedings and debates.

- a. In all votes, when the City Council expresses anything by way of command, the form of expression shall be "Ordered" and when it expresses opinions, principles, facts or propositions, the form shall be "Resolved."
- b. All memorials and other papers addressed to the Council shall be presented by the presiding officer, who shall explain the subject thereof, and they shall be taken up in the order in which they were presented, unless the Council shall otherwise direct.
- c. After a motion is stated or read by the presiding officer, it shall be deemed to be in possession of the Council, and shall be disposed of by vote of the Council unless the mover, with consent of the party seconding, withdraws it before a decision or amendment.
- d. Every motion shall be reduced to writing if the presiding officer shall so direct or any member request it.
- e. All questions shall be propounded in the order in which they are moved, unless the subsequent motion be previous in its nature, except that in naming sums and fixing times, the largest sum and the longest time shall be first put.
- f. When a question is under debate no motion shall be received but:

First	To adjourn
Second	To lay on the table
Third	For the previous question
Fourth	To commit
Fifth	To postpone to a day or event certain
Sixth	To amend
Seventh	To postpone indefinitely
Which several motions shall have precedence in the order in which they are arranged.	

- g. No motion to postpone or commit shall be allowed twice on the same day in the same stage of the ordinance or proposition.
- h. A motion to previous question shall only take effect when approved by a majority of the Council; and until it is decided, shall preclude all amendments and further debate of the main question.
- i. A motion for reconsideration of a vote shall be open to debate, and only by a member voting with the majority; and only one motion for the reconsideration of any vote shall be permitted.

- j. No motion or proposition on a subject different from that under discussion shall be admitted under color of an amendment.
- k. The divisions of a question may be called for when the sense will admit it.
- l. All orders, resolves and reports may be committed or recommitted at the pleasure of the Council.
- m. When the reading of a paper is called for which has been before read to the Council, and the same is objected to by any member, the question of reading shall be determined by a vote of the Council.
- n. When two or more members happen to request to be recognized at the same time, the presiding officer shall name the member who is to speak first.
- o. The yes and no votes shall be taken on any question, upon the request of any member present.
- p. Any public comment on any Council order, resolve or ordinance, when allowed by state law or the Council shall not exceed three minutes per individual speaker. Such persons shall be permitted to speak only once on an item and shall confine their remarks to the merits of the order, resolve, amendment or ordinance before the Council.
- q. Procedure for addressing the Council on agenda items or during the municipal officers meeting:
 - (1) No public comment shall be permitted on the following agenda items: personnel matters, informational reports or communications from boards and commissions, staff or other organizations or entities; appointments and administrative action implementing prior action to the Council where that prior action had permitted public comment.
 - (2) On items other than those set forth in Subsection 8(1) above, public comment shall be permitted prior to final Council action. Except as specifically decided by the Council, such public comment shall occur at the advertised public hearing and/or at the first and second reading of such item if such item requires two readings. The public also may address the Council on proposed amendments at either the first or second reading.
 - (3) Persons wishing to address the Council on an item which appears on the agenda, and upon which public comment is permitted under Subsections 8(1) and (2) above, shall wait until the presiding officer announces the consideration of such item, at which time they may address the Council on that particular item. Any presentation on an issue or introductory information regarding the issue shall be presented prior to the public requesting or receiving an opportunity to address the Council. Once the Council has begun its deliberations on an item, no person shall be permitted to address the Council on such item. This subsection does not pertain to City staff or members of the public who may be called upon by the Chair or a member to give clarification on an issue under consideration by the Council.
 - (4) Any person wishing to address the Council shall signify such desire by raising his or her hand and, when recognized by the presiding officer, such person shall thereupon request permission to address the Council, shall sign in giving his or her name and physical address and designating the subject matter to the Chair. A dialogue between the person addressing the Council and the Mayor or the Councilors shall be allowed at the sole discretion of the Chair.
 - (5) Persons present at Council meetings or at a municipal officers meeting shall not interrupt, nor applaud or otherwise express approval or disapproval of any statements made or actions taken at such meeting.

- (6) The presiding officer may limit or cut off any commentary that he or she determines is not germane or that is discourteous, slanderous, abusive, or not in accord with good order and decorum. This will be prompted by a call to order by any member when appropriate.
- (7) No public comment shall be allowed on matters related to ongoing or threatened litigation involving the City, its elected officials and/or employees. A person who shall continue to violate these rules, after warning by the presiding officer, shall be ejected. The Council may, at its discretion, suspend or prohibit a person from addressing the Council or the municipal officers.

Sec. A-4. Rule 4: Ordinances; resolutions; orders. [Amended 3-19-2024 by Ord. No. 2024.31]

- a. All orders and resolutions imposing a penalty or authorizing the appropriation of money shall have more than one reading before they shall be finally passed by the Council.
- b. No ordinance, order or resolution imposing a penalty or authorizing the appropriation of money shall have more than one reading on the same day, except as allowed under Article III, Section 8, of the Charter of the City of Biddeford.
- c. Every new ordinance or amendment to an ordinance shall be read and voted on two separate days in accordance with Article III, Section 8, of the Charter of the City of Biddeford. Article III, Section 8, shall govern the passage of ordinances.

Sec. A-5. Rule 5: Committees.

- a. The following shall be the standing committees of the City Council: Personnel; Capital Projects/Operations; Policy; Finance; and Downtown Committee.
- b. (Reserved)
- c. The Capital Projects/Operations and Policy Committees shall consist of a Chairperson who shall be a City Councilor; two additional Council members; and two citizens. The two citizen members shall be appointed by the Mayor and confirmed by the Council.
- d. The Personnel Committee shall consist of a Chairperson who shall be a City Councilor and three additional Council members. There shall be no citizen members on the Personnel Committee.
- e. The Downtown Committee shall consist of the Mayor, four Council members, and a member of the Downtown Development Commission. The Downtown Development Commission member shall serve as a nonvoting member except in the absence of a full-time voting member. A Chairperson shall be selected from the voting members.
- f. (Reserved)
- g. The Council committees are subagents of the full Council which is the sole governing body of the City of Biddeford. The committees are delegated various functions by the full Council and are to provide recommendations upon which the full Council will act except where otherwise specified. The committees will examine the appropriate subject matter before them, collect the facts pertaining thereto and make a report, which will recommend what action, if any, should be taken by the full Council. Additionally, each committee may take whatever action is specifically authorized by the Charter, ordinance, or state law. The City Council shall receive regular reports of the various Council committees' activities. Such reports shall be scheduled at such times and at such meetings as may be determined by the Mayor and the Council President.

- h. In general, the committees shall have the following subject matter before them:
- (1) Finance Committee. The duties of the Finance Committee are set forth in the City Charter.
 - (2) Personnel Committee. The Personnel Committee will investigate matters pertaining to employment matters with the City of Biddeford. It shall review the salaries of department heads and the City Manager. In the event of a termination hearing, for cause, it shall serve as a fair hearing authority before whom an impartial hearing shall take place involving the subject municipal employee.
 - (3) Capital Projects and Operations Committee. The Capital Projects and Operations Committee shall establish a five-year plan for implementation of major capital improvements in the City. It shall review matters involving the Public Works Director, Public Works Department and public property issues. This committee shall review the City's claims issues, insurance issues, making appropriate recommendations to the full Council when necessary.
 - (4) Policy Committee. The Policy Committee shall be responsible for establishing and recommending ordinance language, Code revisions (except for changes delegated to the Parking Authority under Section 42-8), and City policy to the full Council. The Policy Committee shall coordinate with the City Planner and the Code Enforcement Officer regarding the amendment, establishment and/or update of the City's land use ordinances.
 - (5) Downtown Committee. The Downtown Committee shall be responsible for reviewing matters affecting the City of Biddeford's downtown, including, but not limited to, downtown improvement initiatives, collaborating with external agencies and businesses on downtown improvement projects, and all minor garage design feature decisions, and is delegated as the Parking Authority with powers limited to those defined in Section 42-8.
- i. Each committee meeting is a public proceeding as defined in 1 M.R.S.A. § 402(2). Each committee may hold executive sessions pursuant to the conditions and limitations expressed in 1 M.R.S.A. § 405. Should a committee vote, in public, to proceed into executive session, only those members of the committee shall be present in the executive session.

Sec. A-6. Rule 6: Rules.

- a. The rules or orders of the Council shall be observed in all cases unless suspended by a vote of the members present, for specific purposes.
- b. No rules or orders of the Council shall be repealed or amended unless the majority of the members of the Council concur therein.
- c. The above rules and orders are hereby adopted and all rules and orders inconsistent with the above are hereby repealed.



City Council

Meeting July 15, 2025

Date:

Meeting 6:00 PM

Time:

Agenda 9.f

Item No:

Item Approval / Rescind Order 2025.69 Authorizing the City Manager to Execute a

Description: Development Agreement Between the City of Biddeford and Westbrook Development Corporation

Submitted Brian S. Phinney, Acting City Manager (on behalf of the City Council)

By:

Supporting Information/Documentation:

20250617 Order 2025.69 - ATTESTED, 20250702 Westbrook Development Corp - Development Agreement and Purchase & Sale Agreement- Fully Executed

Key Terms:

Executive Summary:

An affirmative vote on this item acts to rescind previous City Council approval of Order 2025.69, authorizing the City Manager to execute a Development Agreement with Westbrook Development Corporation.

Detailed Review:

On June 3, 2025, at the regular council meeting, the City Council considered a proposal from Westbrook Development Corporation involving the purchase of Lot 1 B of the 3 Lincoln Street property formerly known as the Maine Energy Recovery property. The project involves the creation of approximately 90 senior residential rental units. The item was tabled until the June 17, 2025 regular meeting.

After an affirmative vote to remove the item from the table, the City Council entered into discussions and ultimately approved Order 2025.69, amending the final version to allow the city solicitor to finalize the Development Agreement and Purchase & Sale Agreement subject to terms more agreeable to the city solicitor and the developer's counsel. A copy of the attested

order is included in the agenda packet.

The city solicitor and developer's counsel finalized the Development Agreement and Purchase Agreement, delivering the Agreements to the city manager and developer for signature. The Agreements were fully executed on July 2, 2025. Copies of the fully executed Development and Purchase & Sale Agreements are included in the agenda packet.

On July 9, 2025 a member of the city council requested the item be placed back on the agenda to consider a motion to rescind Order 2025.69. The item appears on the agenda in accordance with Rule 2 of the Rules of the City Council.

Funding Source:

N/A

Staff Recommendation:

Staff is neutral as this is a policy matter under the discretion of the City Council.

City of Biddeford



2025.69 IN BOARD OF CITY COUNCIL... JUNE 3, 2025

BE IT ORDERED, that the City Council of the City of Biddeford does hereby authorize the City Manager to execute a Development Agreement between the City of Biddeford and WESTBROOK DEVELOPMENT CORPORATION substantially in the form presented.

June 3, 2025

Councilor Belanger – motion to Table.

Second: Councilor Whiting

Vote- 8 yeas – Councilors Ortiz, Belanger, Gross, Doughty, Beaupre, Whiting, Emhiser; Councilor LaFountain via zoom.

1 nay – Councilor Lessard.

Motion passed.

June 17, 2025

Motion to remove from Table: Councilor Emhiser

Second: Councilor Belanger

Vote: 6 yeas – Councilors Belanger, Ortiz, Gross, Doughty, Whiting and Emhiser.

2 nays – Councilors Lessard and LaFountain.

Motion to remove from Table passed.

Councilor Belanger – motion to approve the purchase and sale agreement subject to terms more acceptable to the city solicitor and the developer's counsel.

Second: Councilor Lessard.

Vote on the amendment – Unanimous in favor.

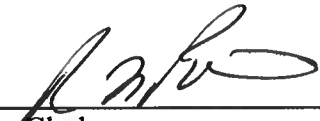
Motion passed.

Vote on the order as amended:

5 yeas – Councilors Ortiz, Belanger, Doughty, Whiting and Emhiser

3 nays – Councilors Lessard, Gross and LaFountain.

Motion passed.

Attest by: 
Robin Patterson, City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") dated July 2, 2025 (the "Effective Date") is executed by **WESTBROOK DEVELOPMENT CORPORATION**, a Maine nonprofit corporation having a mailing address of 30 Liza Harmon Drive, Westbrook, Maine 04092, or its assigns ("WDC") and the **CITY OF BIDDEFORD**, a public body corporate and politic organized as a municipal corporation having a mailing address of P.O. Box 586 Biddeford, Maine 04005 (the "City") (each a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, the City owns a certain parcel of land designed as tax assessor Map 71, Lot 2 pursuant to the following two deeds: (i) a deed dated November 12, 2012 recorded in the York County Registry of Deeds (the "Registry") in Book 16475, Page 186, and (ii) a deed dated June 3, 2014 recorded in the Registry in Book 16838, Page 255 (the "City Parcel");

WHEREAS, the City is under contract with 3 Lincoln, LLC to sell the City Parcel to 3 Lincoln, LLC pursuant to a certain Master Plan Development Agreement dated November 17, 2020, as amended on December 21, 2023 (the "Fathom Master Development Agreement");

WHEREAS, WDC has entered into a purchase and sale agreement with 3 Lincoln, LLC to acquire a portion of the City Parcel near the corner of Lincoln Street and Pearl Street (as approximately shown as Lot 1B and Lot 1C on Exhibit A hereto, the "Premises") upon which WDC intends to carry out an environmental remediation project and to construct one or more phases of affordable rental housing (the "WDC Project");

WHEREAS, in order to carry out the efficient transfer and development of the Premises, 3 Lincoln, LLC, the City and WDC have agreed that (i) the Fathom Master Development Agreement will be amended to remove the Premises from the property subject to the purchase option (as set forth in Article II of the Fathom Master Development Agreement) and the other terms and conditions set forth therein, and (ii) that the purchase agreement between WDC and 3 Lincoln, LLC will be terminated and (iii) that the City and WDC will enter into a separate purchase and sale agreement for the direct acquisition of the Premises all executed on near or even date herewith (the "Direct Acquisition Transaction");

WHEREAS, in order to facilitate the Direct Acquisition Transaction and the WDC Project, the City and the WDC wish to enter into this Agreement to establish the shared expectations of each party in connection with the City's sale of the Premises and the development of the WDC Project thereon, including matters related to parking leases, sewer infrastructure, and tax incrementing financing, but excluding those matters set forth in the Purchase Agreement (defined in Article 2, Section 1 below).

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I **PURPOSE**

This Agreement sets for the major terms and conditions under which the Parties and the City intend to pursue the Project. The Parties recognize that, as the Project progresses, further definitions and agreements expanding the terms of this agreement may be warranted and the parties agree to negotiate in good faith amendments of this Agreement to reflect the same.

ARTICLE II **COMMITMENTS**

1. **Purchase and Sale Agreement.** On even date herewith, the City and WDC have entered into a Purchase and Sale Agreement for the acquisition of the Premises in substantially the form attached hereto as **Exhibit B** (the “Purchase Agreement”), and the City represents that on near or even date herewith it has executed an amendment to the Fathom Master Development Agreement removing the Premises from the City Parcel subject to the Fathom Master Development Agreement.

2. **WDC Project.** WDC proposes a subdivision of the existing Lot 1B into two separate lots designated as Lot 1B and Lot 1C and development of approximately 90 units of housing across two phases, with not less than 80 units being affordable, rent and income restricted units, one phase on each lot. WDC will use best efforts to develop 90 units across two phases comprised of all senior housing (housing for older persons age 55+), consistent with applicable fair housing laws and dependent upon the availability of equity and debt financing and current market conditions for senior housing (each phase a “WDC Project” and, collectively, the “WDC Projects”).

3. **Timeline.** WDC intends to carry out environmental remediation of the Premises prior to the commencing construction of the WDC Projects. Pursuant to the Purchase Agreement, WDC will close on the acquisition of the Premises for the environmental remediation or the first WDC Project on or before December 31, 2028. In the event WDC does not close on the acquisition of the Premises prior to December 31, 2028, or any extension to close permitted under the Purchase Agreement, this Agreement and the Purchase Agreement shall automatically terminate and neither party shall have any further obligation to the other hereunder. In the event that WDC exercises its right to extend the time for closing under the Purchase Agreement for an additional six month period, then the term of this Agreement, and all applicable timelines hereunder shall be deemed extended for an additional six months as well, without the need for further action on the part of WDC.

4. Parking Lease. The City, through its affiliate Biddeford RiverWalk Community 1, LLC ("BRWC1") has developed a parking garage (the "Garage") located on the lot adjacent to the Premises (shown on the Site Plan Excerpt attached hereto as **Exhibit C** as "City of Biddeford Parking Garage"). The City acknowledges and agrees that WDC will be required to have 61 parking spaces available in the Garage for residents and visitors to the Projects (the "Required Spaces") for a period of 45 years after the Projects are completed (the "Required Parking Term"). The City Agrees to the following:

- (i) The City shall provide all reasonable support and assistance to WDC in negotiating one or more parking leases (the "Parking Leases" and each a "Parking Lease") with BRWC1 for the Required Spaces during any period of time during which BRWC1 retains ownership of the Garage;
- (ii) During any period during which the City owns the Garage, the City shall enter into one or leases for the Required Spaces for such maximum length of time as the ordinances of the City of Biddeford may permit.
- (iii) To the extent that combined leasehold periods described in subsections (i) and (ii) above do not run as long as the Required Parking Term, then the City shall take steps necessary to ensure that 61 spaces in the Garage are reserved for use by residents and visitors to the Projects, on such terms as WDC and/or such residents may agree, at such rates as are usual and customary in the Biddeford area at such future time.

5. Sewer Separation Project Contributions. The Washington, Jefferson, Adams, Franklin Sewer Separation project (the "Sewer Separation Project") includes approximately 3,150 LF of new storm drain, ranging from 15" to 30" in size. The projects will provide conveyance for the separation of approximately 41 catch basins on Adams Street, Jefferson Street, Washington Street, Franklin Street, and Main Street. Once Lincoln Street's sewer (including the WDC projects) is re-routed to Main Street via a new 4" force main, flow will be to the sewer included as part of this Sewer Separation Project such that the WDC Project will benefit from said Sewer Separation Project. The Sewer Separation Project will be tributary to the storm drain on Main Street. Subject to adjustments as a result of the Credit provided for in Section 7, WDC will contribute no more than \$420,000 for each WDC Project which shall be due no earlier than the construction loan closing for each WDC project for a combined total not to exceed \$840,000 for both WDC projects. WDC shall have the option, but not the obligation, to pay \$740,000 at or before the construction loan closing for the first WDC Project in full satisfaction of its obligation to contribute to the Sewer Separation Project for both WDC Projects (the "Sewer Separation Contribution"). In the event that Trust Fund Contribution (as set forth in Section 7 below) is not available at the time of Construction Loan Closing for the first WDC Project or are not awarded to the first WDC Project, then the City shall reduce the Sewer Separation Contribution due for the first WDC Project by \$300,000. WDC acknowledges and agrees that the Sewer Separation Contribution is a fee in addition to any applicable sewer impact fee payable by WDC to the City in connection with the projects.

6. Tax Increment Financing. The Premises is in a Transit Oriented Area of the Rte. 111-Mill Redevelopment Transit-Oriented Municipal Tax Increment Financing District and

Development Program (“TIF District”). The City agrees to amend this TIF District to include the lot(s) in the TIF District, and WDC and the City hereby agree to negotiate a separate credit enhancement agreement (“CEA”) for each phase of the WDC Project that returns no less than 75% of the increase in assessed value to the WDC Project and with a term of not less than 30 years. Should the TIF district term not allow for a full 30-year CEA for one or both WDC Projects, and said project or projects qualify as tax exempt property under applicable law, the City and WDC shall enter into a Payment in Lieu of Taxes (PILOT) agreement for the period extending after the expiration of the TIF District equivalent to the 75% reduction in tax payments for a total of no less than 30 years total between the CEA and PILOT for each WDC Project. WDC shall be responsible for the City’s legal fees, if any, associated with any amendment to the TIF District or the existing development program (to the extent required to facilitate the WDC Projects) and negotiation of the CEA.

7. Financial Assistance from the Biddeford Affordable Housing Trust Fund. To support the financial feasibility of the project, the City has agreed to provide a financial incentive in the form of a funding contribution from the **Biddeford Affordable Housing Trust Fund (the “Trust Fund”)**, subject to the availability of funds and the terms outlined below.

(a) Trust Fund Contribution

The City agrees to allocate up to Three Hundred Thousand Dollars (\$300,000) (the “Trust Fund Contribution”) in total for both WDC Projects from the Biddeford Affordable Housing Trust Fund for eligible project costs for the WDC Projects, including but not limited to, permitting fees, inspection fees, impact fees, project soft costs and construction costs, the Sewer Separation Contribution, or the Parking Lease Rent (“Project Fees”).

(b) Availability of Funds

The Trust Fund Contribution is contingent upon the availability of funds within the Biddeford Affordable Housing Trust Fund at the time of disbursement. If funds are not available at the time of request, the City will make reasonable efforts to secure funding, but is not legally obligated to provide an alternative funding source. In the event that funds from the Housing Trust Fund are not available at the time of a disbursement requested by WDC, then in lieu of the requested Trust Fund Contribution, the city may provide the Sewer Separation Contribution due upon the construction loan closing for the first WDC Project shall be reduced by \$300,000.

(c) Disbursement Process

1. The Developer shall submit a detailed accounting of the Project Fees anticipated to be incurred as part of the Project, along with supporting documentation, to the City for review at least thirty (30) days prior to the Construction Loan Closing.
2. The City shall review and approve the Developer’s funding request in accordance with the policies governing the Biddeford Affordable Housing Trust Fund.

3. The Trust Fund Contribution shall be disbursed directly to the Developer or applied as a reimbursement for previously paid Project Fees, subject to verification of eligible expenses.

(d) Compliance & Conditions

1. The Developer must comply with all applicable laws, regulations, and ordinances of the City.
2. The Developer must complete the Project in accordance with approved plans and any requirements set forth by the City.
3. The City reserves the right to adjust or revoke the Trust Fund Contribution in the event of a material change to the scope of the Project, failure to comply with applicable laws, or other circumstances deemed material by the City. In such an event, the City shall provide written notice to the Developer and allow the Developer an opportunity to respond.

(e) No Waiver of Other Obligations

The provision of this Trust Fund Contribution is a financial incentive offered by the City to assist the Developer in the realization of the affordable housing Project. It does not waive or alter any other obligations or requirements of the Developer with respect to the Project, including but not limited to compliance with zoning, permitting, or other applicable City regulations.

8. Additional City Responsibilities:

(a) The City and Maine Energy Recovery Company, LP, the former owner of the City Parcel, pursuant to a Voluntary Response Action Plan ("VRAP"), completed environmental remedial actions on the City Parcel resulting in a Maine Department of Environmental Protection Certification of Completion of a Voluntary Response Action Plan. The Certification of Completion is recorded in the York County Registry of Deeds in Book 17072, Page 169. WDC recognizes and agrees that the Certification of Completion and the Declaration of Environmental Covenant recorded in the York County Registry of Deeds in Book 17098, Page 898 imposes certain covenants, conditions and restrictions on the Premises that are binding upon WDC and its successors and assigns.

With regards to additional environmental remediation, the City agrees to take any and all actions as may be necessary to ensure that the Premises complies with all applicable environmental laws and regulations, and that the Premises is conveyed to WDC in a condition equivalent to or better than the environmental condition of the Premises at the time the City took title to the Premises.

(b) The City will cooperate with WDC in any local or state reviews and permits necessary for the development of the Premises.

(c) RESERVED.

(d) In connection with the TIF and HTF financing described above, the City will provide reasonable cooperation to assist WDC with applications for other funding sources, and to provide such documents, instruments and authorizations and authorized signatures thereupon as WDC may reasonably require in connection with closing on such project financing, provided, that the City's obligations under this Subsection 8(d) are subject to the WDC's cooperation in providing reasonably requested financial and project-level information. Any such financial information provided by WDC shall be treated as confidential information pursuant to this Agreement and as confidential business information to the extent allowed by law and protected as such.

(e) In the event that 3 Lincoln Street, LLC, or its successor or assigns has not closed on its acquisition of that portion of the City Parcel depicted as Lot 1A on Exhibit A hereto, the City agrees to allow WDC, and its successors and assigns to use said Lot 1A at no cost to WDC for construction lay down and staging associated with the WDC Projects so long as doing so does not interfere with the construction of a future development on Lot 1A, upon such terms and conditions as the parties shall mutually agree. The City also agrees to enter into a construction easement agreement to allow for grading changes on Lot 1A to help mitigate the risk of ponding on Lot 1A from construction of the new surrounding drive isles and sidewalks as part of the Project. The grading changes will include removal of pavement, adding of fill to certain areas of the lot, and then acceptance of a final condition as a gravel lot.

9. Cooperation. In addition to the actions recited herein and contemplated to be performed, executed and delivered by each Party, each Party shall perform, execute and deliver or cause to be performed, executed and delivered hereafter any and all further acts, deeds and assurances as the other Party may reasonably require to consummate or evidence the consummation of the transaction and/or the discharge of the obligations contemplated herein. The City and WDC shall use reasonable efforts to coordinate the timing and installation/construction of all offsite improvements, if any, required in connection with the development of the Project.

ARTICLE III

TERM

Unless earlier terminated because of a breach by either party, the term of this Agreement shall run from the Effective Date and terminate automatically upon WDC's acquisition of the Premises. Any matters set forth in this Agreement that by their nature will extend beyond the closing on the transfer of the Premises will be documented in successor agreements (such as the Parking Lease, CEA or any other form of post-closing agreement), the form of which will be agreed to prior to Closing. If WDC has not acquired the Premises on or before December 31, 2028, then this Agreement shall terminate and neither party shall have any further obligation

hereunder, unless the time for closing under the Purchase Agreement has been extended by WDC as provided for therein, in which case this then this Agreement shall terminate if WDC has not acquired the Premises by June 30, 2029.

ARTICLE IV **LIMIT OF LIABILITY**

Notwithstanding any other provision of this Agreement, in no event shall the Parties or any of their affiliates, by reason of any of their respective acts or omissions relating to this Agreement be liable whether in contract, tort, misrepresentation, warranty, negligence, strict liability, or otherwise for any special, indirect, or consequential damages arising out of or in connection with this Agreement, or the performance, non-performance or breach thereof.

ARTICLE V **MISCELLANEOUS**

1. **Representations and Warranties.**

Each Party represents and warrants to the other that:

(a) It is duly qualified to do business and is in good standing in the State of Maine;
and

(b) It has full power and authority to execute, deliver and perform its obligations under this Agreement, except as otherwise noted in Article V, Section 9 below with regards to WDC;

(c) The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action by such Party; and

(d) The execution and delivery of this Agreement by such Party and the performance of the terms, covenants and conditions contained herein will not violate the organizational documents of such Party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either Party is bound.

(e) The City is a municipal entity duly organized under the laws of the State of Maine, and all fiscal provincial and municipal affairs are within the sole discretion of the Mayor and City Council, notwithstanding any other provision in this agreement.

2. **Governing Law.**

This Agreement is and shall constitute a contract under and is to be construed in accordance with the laws of the State of Maine. Any dispute resulting in legal action and not

resolved by arbitration, mediation, or such other method as may be mutually agreed to by the Parties shall be adjudicated within the jurisdiction of the State of Maine.

3. Relationship of Parties.

(a) This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's planning, zoning or other regulatory boards or agencies (however designated) to approve the plans for any aspect of the actions required under this Agreement.

(b) The Parties acknowledge that the obligations set further herein may be further described in other agreements and or deeds as agreed to by the Parties. The City and WDC, its successors and assigns, agree to cooperate in good faith with regard to each and every aspect required for the completion of all obligations contemplated by this Agreement.

(c) This Agreement shall not be interpreted or construed to independently create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other Party.

4. Breach by WDC.

(a) WDC shall be considered in default of its obligations under this Agreement if it fails to diligently pursue the design, permitting or financing of the first phase of development. For the avoidance of doubt, WDC shall not be in default of this provision if it has submitted applications for federal Low Income Tax Credit and/or federal and state brownfield financing or an application for a permit required for the Project and is waiting on decisions from the applicable project funder or regulatory authority or awaiting additional funding rounds to open in order to submit a new or revised application for said additional funding. The City shall provide notice to WDC, its successors or assigns, of a breach in writing, identifying the nature of the alleged breach and requested remedy. A breach shall be cured if remedied within sixty (60) days of receipt of the notice, or such other time as mutually agreed.

(b) If a breach is not cured as set forth above, the City shall have the right to terminate this Agreement as its sole remedy hereunder. Any breach under the Purchase Agreement shall be handled as set forth in the Purchase Agreement.

5. Breach by the City.

(a) The City shall be considered in default of its obligations under this Agreement if it fails to carry out its obligations hereunder in connection with the Project for a period of 60 days or greater (unless a shorter time is required under applicable municipal ordinance). WDC, its successors or assigns, shall provide notice to the City of a breach in writing, identifying the

nature of the alleged breach and requested remedy. A breach shall be cured if remedied within thirty (30) days of receipt of the notice, or such other time as mutually agreed.

(b) If a breach is not cured as set forth above, WDC, its successors or assigns, WDC may terminate this Agreement and the Purchase Agreement, and the City shall reimburse WDC for any predevelopment costs actually incurred in connection with the development of the WDC Projects up to and including the date of breach. WDC shall also be entitled to recover any attorneys fees and costs actually incurred in enforcing its rights under this agreement and the collection of amounts due under this subsection (b). and any legal costs associated with the breach by the City.

6. Integration.

This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written regarding the matters addressed in this Agreement. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of the Party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

7. No Oral Modifications.

This Agreement may not be changed or terminated orally. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

8. Notice. Except where expressly stated otherwise, any notice relating in any way to this Agreement shall be in writing and shall be delivered to the other party by (a) registered or certified mail, return receipt requested, (b) overnight by a nationally recognized courier, (c) hand delivery obtaining a receipt therefor, or (d) email, addressed to the parties as follows:

City: City of Biddeford
c/o Brian Phinney, (or the then current) City Manager
P.O. Box 586
205 Main Street
Biddeford, Maine 04005
Email: _____

With a copy to: Harry B Center II, Esq. (or the then current) City Solicitor
Woodman Edmands Attorneys At Law.
234 Main Street
Biddeford, ME 04005
Email: _____

WDC: Westbrook Development Corporation
Attn: Tyler Norod, Development Director
30 Liza Harmon Drive
Westbrook, Maine 04092
Email: tnorod@westbrookdevelopmentcorp.org

With a copy to: Robert M. Liscord
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, Maine 04101-2480
Email: rliscord@dwmlaw.com

Notices shall be deemed delivered upon such hand delivery, or upon the earlier of either (i) the date delivered or (ii) the date of delivery, refusal or non-delivery as indicated on the return receipt, in the case of notice by registered or certified mail or overnight courier as provided above.

Notice by email shall be deemed delivered upon sending, except if the sender receives an "out of office" or "undeliverable" or similar message indicating that the email was not immediately received by the other party, such notice shall be deemed ineffective and must be provided by one of the other methods permitted herein.

Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

9. WDC Board Approval. WDC's obligations hereunder are contingent on the approval of the WDC Board of Directors and WDC shall pursue said approval at the next regularly scheduled meeting of the Board of Directors after the City Council authorizes the City Manager to enter into this agreement, and promptly provide the City with confirmation of the ratification of this agreement by the WDC Board of Directors after said meeting.

10. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

11. Survival.

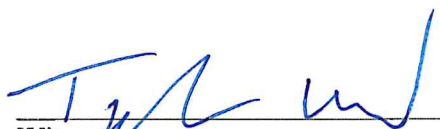
All express representations, warranties, indemnifications or limitations of liability made in or given in this Agreement shall survive the expiration or the termination of this Agreement for any reason.

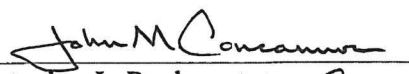
12. Mediation/Arbitration.

The Parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques such as mediation and arbitration to resolve all claims, counterclaims, disputes and other matters in question between the Parties arising out of this Agreement.

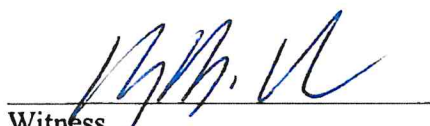
IN WITNESS WHEREOF, WDC and the City have set their hands and seals as of the day, month and year first above written.

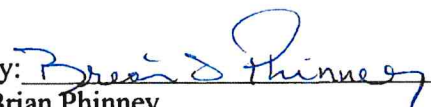
WESTBROOK DEVELOPMENT
CORPORATION:


Witness

By: 
~~Christopher LaRoche~~ John Concannon
its Authorized Agent.

CITY OF BIDDEFORD


Witness

By: 
Brian Phinney
Its Duly Authorized: Acting City Manager

Attachments: Exhibit A: Depiction of Premises
Exhibit B: Purchase and Sale Agreement
Exhibit C: Subdivision Plat

EXHIBIT A DEPICTION OF PREMISES

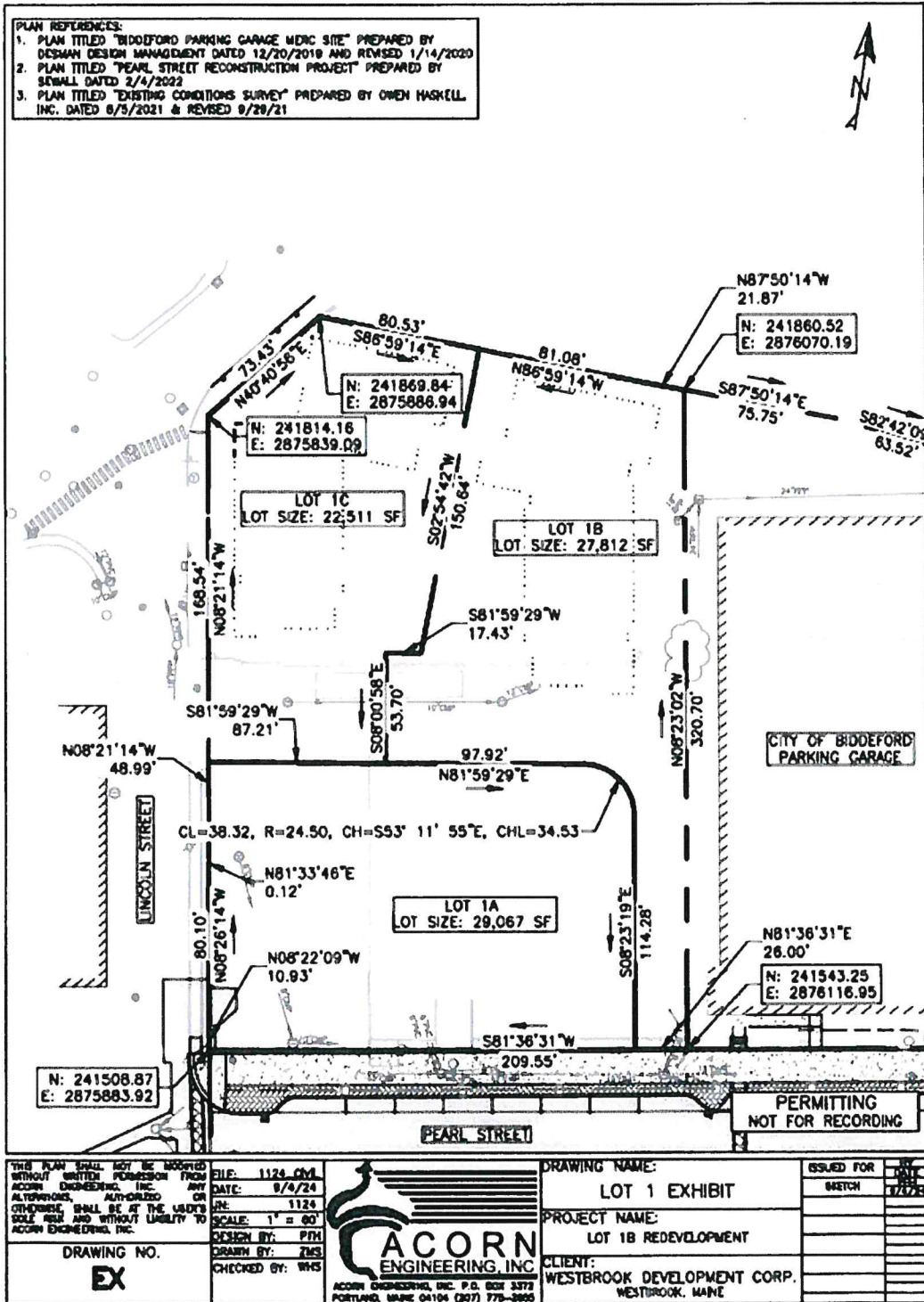


EXHIBIT B
PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into by and between the **CITY OF BIDDEFORD**, a public body corporate and politic organized as a municipal corporation having a mailing address of P.O. Box 586 Biddeford, Maine 04005 ("**Seller**"), and **WESTBROOK DEVELOPMENT CORPORATION**, a Maine nonprofit corporation with a mailing address at 30 Liza Harmon Drive, Westbrook, Maine 04092 ("**Buyer**") and collectively with the Seller the "**Parties**") effective the 29th day of July, 2025 (the "Effective Date").

1. **PROPERTY.** Seller agrees to sell and Buyer, agrees to buy, upon the terms and conditions hereinafter set forth, the following:

(a) **Real Property.** a certain lot or parcel of land approximately 1.16 acres in size and located at or near the intersection of Lincoln Street and Pearl Street in the City of Biddeford, Maine, together with any building and improvements thereon (approximately shown as Lot 1B and 1C on **Exhibit A** hereto, the "Premises"), being a portion of the property designated by the City of Biddeford (the "**City**") tax assessor as Map 71, Lot 2, which is currently owned by the City pursuant to the following two deeds from the Maine Energy Recovery Company, LP, (i) deed dated November 12, 2012 and recorded in the York County Registry of Deeds (the "Registry") in Book 16475, Page 186, and (ii) deed dated June 3, 2014 and recorded in the Registry in Book 16838, Page 255 (the "City Parcel").

(b) all documents and work product of all professionals in connection with the Property, if any, including all environmental studies and water samplings, all soil or engineering tests, and all construction, engineering, architectural, landscaping, and other plans, drawings, specifications, surveys, maps, site plans, plats, and other graphics related to development of the Premises.

The Premises, together with all of the items described in paragraph 1(b) are referred to collectively in this Agreement as the "**Property**".

2. **PURCHASE PRICE.** The purchase price for the Property is One Dollar (\$1.00) (the "Purchase Price"), payable at Closing.

3. **DEED.** The Premises are to be conveyed by a good and sufficient Municipal Quitclaim Deed, except customary easements, covenants and restrictions of record that do not impair the use of the Property by the Buyer for its intended use as residential rental housing, and in compliance at transfer with all applicable laws, ordinances and regulations relating thereto. The Premises shall be conveyed utilizing a metes and bounds description based upon a current survey of the Premises and a final subdivision plan, approved by the City of Biddeford and recorded in the York County Registry of Deeds.

4. **CLOSING.** Closing shall occur no later sixty (60) days after written notice from the Buyer to the Seller of its desire to close on the Property to facilitate either the environmental remediation of the property and/or the construction loan closing for the Buyer's project, but no later than December 31, 2028 (the "Closing Date"). Buyer has the option to request a 6 month extension to the closing

deadline should they provide proof of funding for either brownfield remediation or funding to construct either phase, subject to the approval by the Seller which shall not be unreasonable withheld.

5. **BUYER'S CONTINGENCIES.** In addition to any other conditions to closing as may be set forth herein, the obligations of Buyer under this Agreement are subject to the following contingencies, any of which, if not met within the time periods specified, shall entitle Buyer to terminate this Agreement by giving Seller written notice of Buyer's intention to do so within the time period specified. Upon such termination, all Deposits shall be promptly returned to Buyer and the parties shall be relieved of all further obligations under this Agreement except for such obligations as by their terms survive termination of this Agreement.

(a) **Property Information.** Within **ten (10) business days** after the Effective Date, Seller shall provide Buyer with copies of all surveys, title policies, reports, or other documentation relating to the Premises or comprising part of the Property to be conveyed at Closing in the Seller or the Seller's agents possession, including without limitation: (i) any existing engineering and environmental studies, (ii) any existing surveys, site plans, easements and any other building plans, (iii) any existing leases, licenses or other occupancy agreements, (iv) any title, policies, information or documentation relating to the Premises, and (v) any and all final agreements (including amendments) entered into between the Seller (or its affiliates) and the City, the City and Fathom, or any submission materials or approvals (both planning board and City Council) regarding the development of the City Parcel.

(b) **Buyer's Due Diligence.** Buyer's obligation to close is further conditioned upon the results of Buyer's due diligence on the Property being satisfactory to Buyer in its sole discretion, which may include, without limitation, remaining building foundation assessment and inspection, financing, surveys, geotechnical and environmental assessments, an investigation of any zoning or other conditions affecting the Property, and any other investigations Buyer may elect to perform all within **one hundred twenty (120) days** following the Effective Date (the "Due Diligence Period").

(c) **Environmental Site Assessment and Remediation Approval.** The Buyer's obligation to Close is contingent upon receipt of the following prior to Closing (i) final Phase I and Phase II Environmental Site Assessments, satisfactory to the Buyer in its sole discretion and (ii) Maine Department of Environmental Protection Voluntary Response Action Program approval and no action assurance letter prior to Closing also satisfactory to the Buyer in its sole discretion.

(d) **Board Approval.** The Buyer's obligation to close is further conditioned upon the approval of its Board of Directors of the acquisition of the Property in accordance with the terms of this Agreement. Buyer shall seek Board of Director Approval at the first regularly scheduled meeting following the Effective Date and promptly notify the Seller whether or not the Board of Directors approved the acquisition contemplated herein.

(e) **Choice Limiting Action Restrictions.** Notwithstanding any other provision of this Agreement, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Purchaser may occur, unless and until Maine State Housing Authority or other funding provider has provided Buyer and/or Seller with a written notification that it has completed a federally required environmental review and its request for release of federal funds, if required, has been approved and,

subject to any other contingencies in this Agreement, (a) the purchase of the Property may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property.

If Buyer does not notify Seller that any such contingency has not been satisfied within the applicable time period set forth above, such contingency shall be deemed to have been waived by Buyer.

Buyer and its agents shall have the right to enter, inspect and survey the Premises for the foregoing purposes and otherwise to make, or cause to be made, such surveys, tests, inspections, and investigations, including taking soil borings and other environmental analyses and studies of the Premises, and the Buyer further agrees to restore the Premises to substantially the same condition prior to such surveys, tests, inspections and investigations in the event that Buyer should not proceed with the acquisition of the Premises.

Buyer and its employees and agents shall enter the Premises at their own risk and shall remain liable for all damage or injury to any person or property resulting from, relating to, or arising out of Buyer's activities on the Premises, whether due to the acts of Buyer or any person acting by or on behalf of Buyer. Buyer shall further keep the Premises free and clear of any liens arising from work performed on behalf of Buyer in connection with its activities on the Premises. Buyer agrees to indemnify, defend and hold harmless Seller and Seller's agents from and against any and all claims, costs, damages, liabilities or liens of any kind arising out of or due to Buyer's activities on the Premises, including reasonable attorney's fees and costs, except if caused by Seller's negligence. These indemnification obligations shall survive the Closing or earlier termination of this Agreement.

6. CLOSING DOCUMENTS. At the Closing, and in addition to any other documents referred to in this Agreement to be delivered to Buyer at the Closing, Seller shall execute, acknowledge as necessary and deliver the following documents and such other documents as Buyer's attorneys may reasonably require to complete the transaction contemplated herein, as applicable to Seller including without limitation (a) the deed, (b) transfer tax declaration, (c) title affidavits, (d) Non-foreign person affidavit pursuant to § 1445 of the Internal Revenue Code, (e) Form 1099 S, (f) a certificate of Maine residency or a certificate of reduction/waiver of withholding, in compliance with 36 M.R.S. § 5250 A, and (g) oil storage tank certification, in accordance with 38 MRS § 563, and (h) such other disclosures and documents as may be required under Maine law or the Buyer in its reasonable discretion.

7. CONDITION OF PREMISES; POSSESSION. Seller shall not mortgage, encumber, or alter the use of the Premises prior to the Closing without the prior consent of the Buyer, and shall maintain it consistent with the manner in which the Seller has operated and maintained the Premises prior to this Agreement. Full possession of the Premises is to be delivered at the Closing, free of all tenants and occupants and otherwise in the same condition as it is now. Buyer and Buyer's agents may inspect the Premises up to forty-eight (48) hours prior to the Closing in order to determine whether the condition of the Premises complies with the terms and conditions of this Agreement. Seller agrees to provide prompt written notice to Buyer of any newly arising or newly discovered defects with respect to the Premises to be conveyed at Closing. Notwithstanding the preceding sentence, the Parties acknowledge that the City has been stockpiling soil and material associated with the work of its public works department on the Premises, in addition to being free from all

tenants and occupants, the Seller shall deliver the Premises free from this material unless otherwise agreed to by the Buyer in writing in its sole discretion.

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or, if at the time of the Closing the Premises do not conform with the terms and conditions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the terms and conditions hereof, as the case may be, in which event the time for performance hereof may be extended for a period of thirty (30) days or such longer period as shall be agreed to by Buyer in its sole discretion, during which time Seller shall continue such efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the terms and conditions hereof. If at the expiration of such extended time Seller shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, at Buyer's option, the Deposits and any payments made under this Agreement shall be promptly refunded to Buyer and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto, except for such obligations as by their terms survive termination of this Agreement.

In addition to such other remedies available to Buyer under this Agreement, Buyer shall have the election, at either the original or such extended time for performance, to accept such title to the Premises in its then condition as Seller can deliver and to pay therefor the Purchase Price without deduction, in which case, Seller shall convey such title or deliver the Premises in such condition. In the event that the Buyer decides to proceed with the Closing under this paragraph and the Premises has been damaged by fire or casualty that is insured, then the Seller shall, pay over or assign pay over or assign to Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by Seller for any restoration. Seller represents and warrants that Seller will maintain replacement value insurance coverage on the Premises through the Closing.

9. RESERVED.

10. RISK OF LOSS. Until delivery of possession of the Premises from Seller to Buyer, risk or loss or damage to the Premises by fire or otherwise shall be on Seller.

11. TRANSFER TAX. Transfer Tax shall be shared equally by the parties in accordance with Maine Law.

12. BROKERAGE. Buyer and Seller each represent to the other that no broker or finder has been communicated with in connection with the transaction contemplated by this Agreement. Seller and Buyer each agree to indemnify and hold harmless the other from and against any claim by any other broker or person for a commission or finder's or other fee with respect the transaction contemplated hereby.

13. DEFAULT/DAMAGES. Should Seller fail to fulfill Seller's obligations hereunder, Buyer may elect to terminate this Agreement and receive a refund of the Deposits or to pursue all available

remedies, including specific performance and collection of its reasonable attorney's fees and costs (including without limitation predevelopment costs incurred by the Buyer in connection with development of the Premises). Should Buyer fail to fulfill Buyer's obligations hereunder, Seller shall retain the Deposits as liquidated damages as Seller's sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer and Buyer shall be relieved of all obligations hereunder except for such obligations as by their terms survive termination of this Agreement.

14. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants and represents as of the date of Seller's execution of this Agreement and as of each date through and including the Closing that:

- (a) Seller has the full right and authority and has obtained all consent required to enter into this Agreement and to consummate the transaction contemplated herein. This Agreement has been, and all of the documents to be delivered by the Seller at the Closing will be authorized and properly executed by a person with authority to act and sign on behalf of the Seller, and will be a valid and binding obligation of the Seller.
- (b) Reserved.
- (c) There are no litigation, liens, judgments, violations, or proceedings pending or, to Seller's knowledge, threatened against or relating to the Property nor does Seller know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relating to the Property.
- (d) There is no pending or, to the best of Seller's knowledge, threatened action or proceeding (including, but not limited to, any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitrator relating to or arising out of the ownership of the Property or any portion thereof, or which may adversely affect Seller's ability to perform this Agreement, or which may affect the Property or any portion thereof.
- (e) To the extent that any work has been performed upon, or any materials furnished to or stored upon the Property, including soils, Seller shall: (i) discharge any mechanic's, materialmen's or other liens against the Property or any portion thereof prior to Closing; and (ii) deliver the Property at Closing free and clear of such stored materials and stockpiled soils.
- (f) Except for those matters disclosed and those reports provided to the Buyer **within ten (10) days** of the Effective Date, Seller represents and warrants that (i) the Seller has not received any notice from any governmental authority that (A) the Premises is in violation of any environmental laws, (B) the Premises contains any hazardous materials, or any person or entity has caused or permitted any hazardous material to be manufactured, generated, processed, produced, disposed on, at, through, or under

the Premises or any hazardous materials to be placed stored, held, transferred, or transported from or to the Premises , (C) there has been a release of hazardous materials on, in, at, under, or from the Premises, or (D) Seller is subject to any environmental action in connection with the Premises; (ii) during Seller's ownership of the Premises, no underground tanks have been located on, in, or under the Premises, except as disclosed to the Buyer within five (5) days of the Effective Date; (iii) Seller is not in breach of or has any liability under or with respect to any environmental law with respect to the Premises; and (iv) Seller has not received any notice of any contemplated, proposed, or pending environmental action with respect to the Premises.

- (g) To the best of Seller's knowledge, there are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Premises, and no boundary line discrepancies with abutters.

Seller shall immediately disclose any changes in any of the Seller's warranties and representations set forth in this Agreement, and in the event of any material adverse change, Buyer may, at its election, terminate this Agreement in which case the Deposit shall be promptly returned to Buyer and the parties shall be relieved of all further obligations under this Agreement except for such obligations as by their terms are to survive termination of the Agreement.

Buyer's performance under this Agreement is conditioned upon the truth and accuracy of Seller's warranties and representations expressed herein as of the date of Seller's execution of this Agreement and as of the Closing. All warranties and representations expressed herein shall survive the Closing and any termination of this Agreement. Seller agrees to indemnify, defend and hold harmless Buyer from and against any liability, cost, damage, loss, claim, expense or cause of action (including, but not limited to, attorneys' fees and costs) incurred by or threatened against Buyer as a result of any breach by Seller of any of Seller's warranties or representations contained in this Agreement. The foregoing indemnification obligations shall survive the Closing.

15. ASSIGNMENT. The rights and obligations of Buyer under this Agreement may be assigned by Buyer to such other entities that may be formed by Buyer and controlled by or under common control with the Buyer for the purpose of acquiring title to the Property without the consent of Seller provided that such assignee assumes all obligations of Buyer hereunder.

16. PROFESSIONAL ADVICE. Each party hereby acknowledges that they have read and understand this Agreement and have had an opportunity to obtain professional advice regarding the same.

17. AUTHORITY. Each party hereto represents and warrants that it has full authority to execute this Agreement and perform all obligations contained herein. All such actions have been properly authorized by any required votes and the party signing on behalf of each party hereto is duly appointed to so act in said capacity to make this Agreement binding upon such party.

18. RESERVED.

19. **NOTICES.** Except where expressly stated otherwise, any notice relating in any way to this Agreement shall be in writing and shall be delivered to the other party by (a) registered or certified mail, return receipt requested, (b) overnight by a nationally recognized courier, (c) hand delivery obtaining a receipt therefor, or (d) email, addressed to the parties as follows:

To Seller:	CITY OF BIDDEFORD P.O. Box 586 Biddeford, Maine 04005 ATTN: _City Manager
With a copy to:	Harry B. Center, II Woodman Edmands 234 Main Street Biddeford, Maine 04005 Email: hcenter@woodedlaw.com
To Buyer:	Westbrook Development Corporation Attn: Tyler Norod, Development Director 30 Liza Harmon Drive Westbrook, Maine 04092 Email: tnorod@westbrookdevelopmentcorp.org
With a copy to:	Robert M. Liscord Edward J. Kelleher Drummond Woodsum 84 Marginal Way, Suite 600 Portland, Maine 04101-2480 Email: rliscord@dwmlaw.com tkelleher@dwmlaw.com

Notices shall be deemed delivered upon such hand delivery, or upon the earlier of either (i) the date delivered or (ii) the date of delivery, refusal or non-delivery as indicated on the return receipt, in the case of notice by registered or certified mail or overnight courier as provided above.

Notice by email shall be deemed delivered upon sending, except if the sender receives an "out of office" or "undeliverable" or similar message indicating that the email was not immediately received by the other party, such notice shall be deemed ineffective and must be provided by one of the other methods permitted herein.

Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

20. **COUNTERPARTS.** This Agreement may be executed by DocuSign and/or in counterparts, and each of which when so executed and delivered shall be an original, but which together shall constitute one and the same instrument. Signatures delivered by fax, email or DocuSign shall be as effective as an original.

21. DAYS. Except as otherwise expressly set forth herein, the term "days" used herein shall mean calendar days, provided however, that if the date for performance of any action under this Agreement shall fall on a weekend or a holiday on which banks in the state of Maine are closed, such deadline shall be the next business day thereafter.

22. MEMORANDUM. Seller and Buyer agree that this Agreement may not be recorded but a Memorandum in the form mutually agreeable to the parties shall be executed and acknowledged simultaneously with this Agreement and may be recorded at the York County Registry of Deeds at the option and expense of Buyer.

23. MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. Headings are for convenience of reference only and have no independent legal significance. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, and the exhibits referenced herein, which alone fully and completely express their entire agreement. It is expressly understood and agreed that time is of the essence with respect to this Agreement. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable by a court, such term or provision shall be deemed stricken and the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which this Agreement is held to be invalid or unenforceable, shall continue to be valid and binding upon the parties hereto, who agree that this Agreement shall be reformed to replace the stricken part with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

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IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

BUYER:

WESTBROOK DEVELOPMENT CORPORATION

By: John Concannon
John Concannon
Its: Authorized Agent

SELLER:

CITY OF BIDDEFORD

By: Brian S. Thinner
Printed Name: BRIAN S. THINNER
Its: Acting City Manager

EXHIBIT A PREMISES

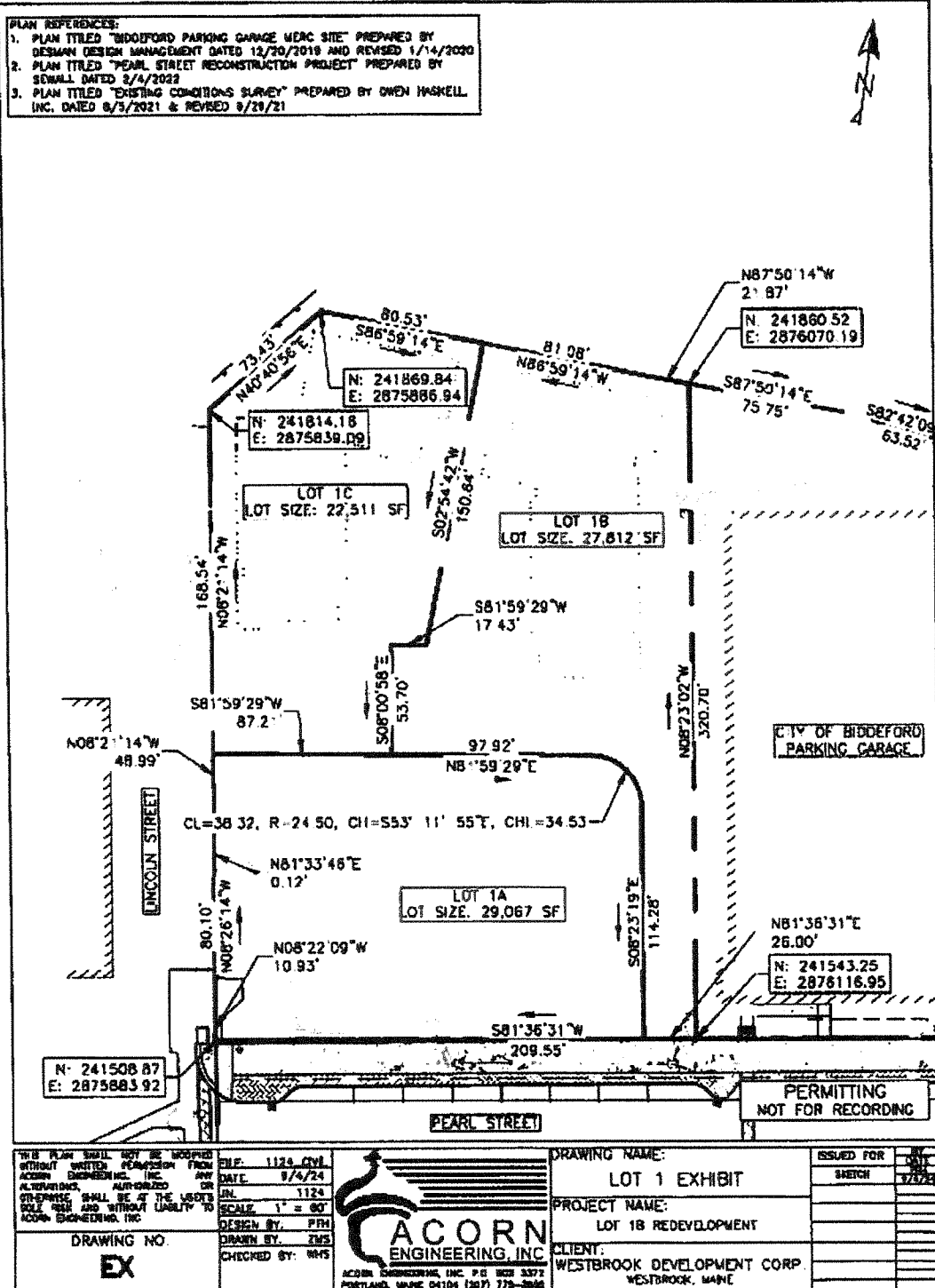
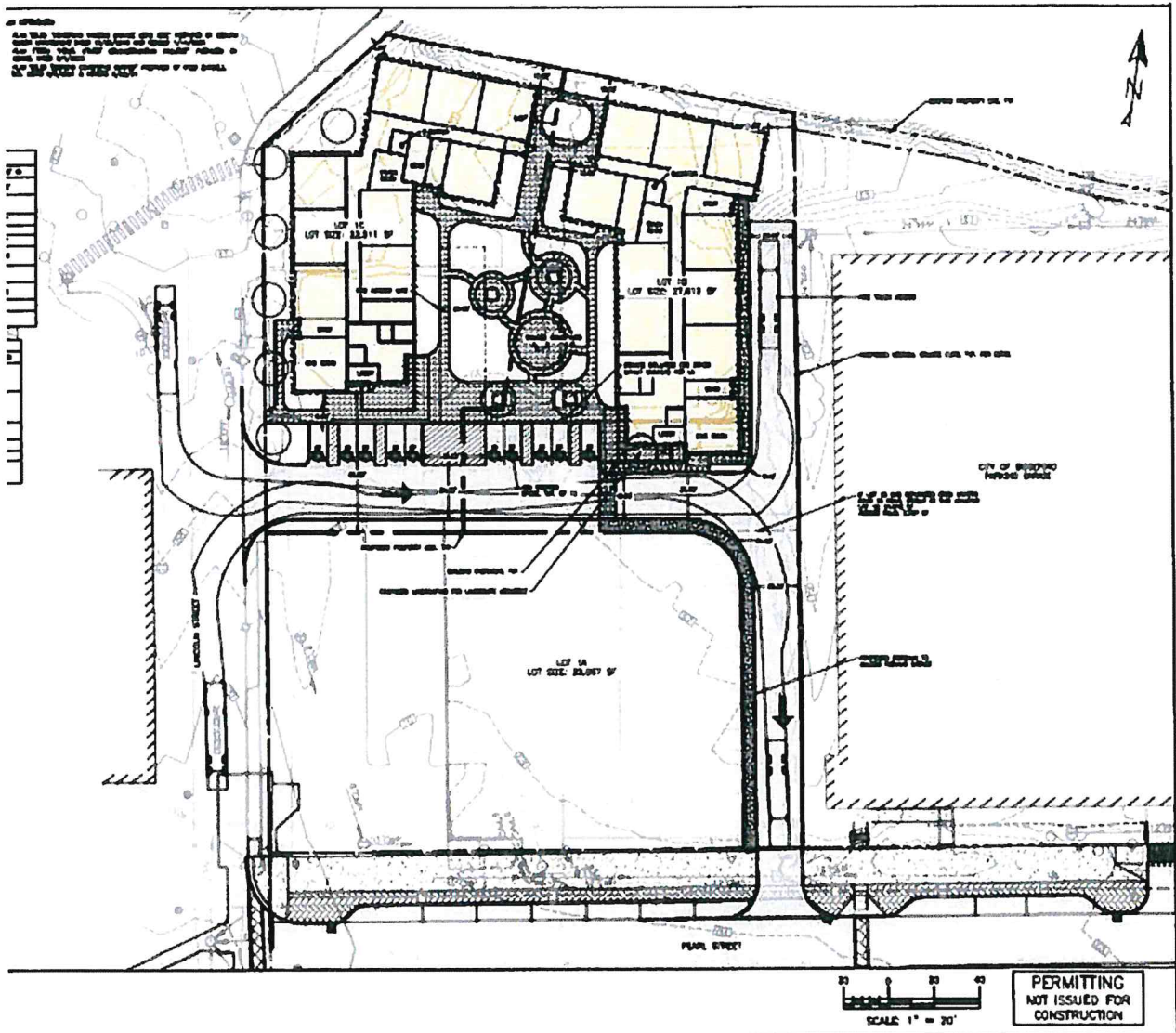


EXHIBIT C SITE PLAN EXCERPT





City Council

Meeting Date: July 15, 2025
Meeting Time: 6:00 PM
Agenda Item No: 10.a
Item Description: Local Bond and Referendum Questions for the November Ballot
Submitted By: Brian S. Phinney, Acting City Manager

Supporting Information/Documentation:

Biddeford Bond Referendum Schedule(18282460.1) from Pierce Atwood - REFERENCE,
20250715 Bond Detail Workbook - Live Council Version - 2022 GO Balance - REFERENCE,
20250715 Bond Detail Workbook - Live Council Version - 2025 Proposed Nov CSO Bond Phased
- REFERENCE, 20250715 Bond Detail Workbook - Live Council Version - FY26 Capital
Improvement Project List - REFERENCE, 20250715 Bond Detail Workbook - Live Council Version
- 2025 Proposed Addl Bond - REFERENCE, 20250715 Bond Detail Workbook - Live Council
Version - Cumulative Impact of Bonds - REFERENCE

Key Terms:

Executive Summary:

Committee of the Whole discussion on potential bonds for November 2025. Packet materials provide details on the anticipated drawdown of the balance of the voter-approved 2022 General Obligation CSO Bond in the amount of \$5M, a proposed \$40M CSO bond to fund the work associated with the recent Administrative Consent Agreement signed with the Maine Department of Environmental Protection, and a bond at the discretion of the Council potentially for infrastructure and/or parks and recreation improvements shown for illustration purposes in the amount of \$2M.

Detailed Review:

The agenda packet for this item includes four (4) attachments:

- *Biddeford Bond Referendum Schedule from Pierce Atwood* - This is the schedule from bond counsel that defines the schedule needed to place one or more bond questions on the ballot for November 2025.
- *2022 GO Balance* - This is the remaining balance on the CSO portion of the 2022 General Obligation Bond proposed to be drawn upon in FY2026.

- *2025 Proposed Nov CSO Bond Phased*: This details a proposed \$40M CSO bond drawn in four (4) \$10M tranches for the November ballot.
- *FY26 Capital Improvement Project List* - This list serves as the basis for an additional bond that the Council may desire for the November ballot. The Council has the discretion to select various projects from the list.
- *FY26 Proposed Add'l Bond* - This detail is for illustration purposes only. It depicts the impact of a \$3,000,000 bond of an undetermined nature. The Council has the ability to determine the amount, if any of this additional bond, and the purpose of the bond.
- *Cumulative Bond Impact* - This summarizes the listed bond details into one table showing the potential principal payment, interest payment, Mil rate impact, and homeowner impact based on the median home value.

The bond referendum schedule, as defined by bond counsel will need direction on the number of bonds and amount of bonds for the November ballot. The first reading is on the schedule as August 5, with details to bond council by July 22 in order to meet the August date.

The *2022 GO Balance* detail is included in the packet materials because it factors into debt service. It has already been approved by the voters and thus is not required to be on the ballot for November. The voters approved \$10,000,000 for CSO projects. The City has drawn upon \$5M at this time.

2025 Proposed Nov CSO Bond Phased, provides details on a proposed November 2025 bond to fund the anticipated work required under the recently signed Administrative Consent Agreement between the City of Biddeford and Maine Department of Environmental Protection outlining CSO project work for the next 10 years. After 10 years, the City is responsible for providing a plan for CSO work for the next phase of work. The initial estimate for the work required in the first 10 years is in the range of \$40M. As discussed by Director Demers during the negotiation updates, it is anticipated that the actual cost will be less than the engineering estimates. The exact cost(s) and potential savings will not be known until the projects are bid. At that time, Public Works will be able to determine the amount of in-house work that can be completed relative to each of the projects. The full \$40M is proposed for the bond for two reasons. First, the City is obligated to perform the sewer separation work. Obtaining approval for the full \$40M ensures funding will be available as needed to complete the work. The bonds are tax-exempt bonds and require 85% of the funds to be expended within three years of issue in order to maintain tax-exempt status or pay an interest penalty. Public Works only has so much capacity to perform projects each year; therefore, it is not prudent to draw the full \$40M at one time. The attachment depicts drawing the funds in four (4) tranches of \$10,00,000 each every two years to enable planning and available funding for the CSO projects. The second reason is that any savings realized by Public Works can be carried forward to the next draw, resulting in a lower draw and the ability to perform more projects than expected. This may also lower the amount of the next bond required for years 11-20.

FY26 Proposed Add'l Bond - The Council has discussed the potential for an additional bond in

November to address infrastructure (building) and improving park and recreation facilities, among other items. This bond is at the discretion of the Council. For illustration purposes only, a dollar amount of \$2M is included in the packet. The FY26 CIP list is provided for reference. Rows 2-10 of the list (yellow highlight) are tentative projects for consideration by the Capital Projects / Operations Committee in August. Rows 11-14 of the list (green highlight) include those already approved by the Council and Committee for FY26 CIPs. Row 15 of the list (orange highlight) is anticipated to be a lease payment in the amount of \$111,313 for 5 years. Rows 16-96 (no highlight) reflect the balance of the FY26 CIP requests.

Cumulative Bond Impact: This table shows the cumulative impact of all bonds. The table can be updated to reflect any combination of interest rates and bond amounts as desired by the Council. The derision included in the packet shows the 2022 GO Balance Bond as \$5M, the 2025 Proposed Nov CSO Phased Bond as \$40M in four (4) \$10M tranches, and the 2025 Proposed Add'l Bond at \$2M for illustration purposes.

For discussion purposes, it is recommended that the discussion start with the 2022 GO Balance anticipated draw, the move to the 2025 Proposed November CSO Phased Bond, and finally the 2025 Proposed Add'l Bond with the amount of this bond determined by the Council based on project selection(s).

Funding Source:

The contemplated bonds include \$40M to cover the first 10 years of the Administrative Consent Agreement related CSO work and \$2M for an additional infrastructure/parks & recreation focused bond at the discretion of the Council. The \$2M value is for illustration purposes only. The Council may determine whether to include a second bond and, if one is included, may determine the amount and purpose of the bond.

Staff Recommendation:

The City is obligated to perform combined sewer separation work associated with the recent Administrative Consent Agreement signed with the Maine Department of Environmental Protection. The work is currently anticipated to cost approximately \$40M over the next 10 years. In order to have funding available to complete the required work in accordance with the defined timeline, it is recommended that a CSO bond be put to voters for the full amount of the anticipated work.

The City Council has requested information on a potential second bond for infrastructure and parks and recreation improvements. This bond is at the discretion of the Council.

Schedule for November 4, 2025 City of Biddeford Bond Referendum

<u>Date</u>	<u>Action</u>
On or before Tuesday, 7/22/25	Treasurer provides Bond Counsel with financial information for accompanying financial statement, including information required by City Charter at Art. XII SS 7 (a) and by 30-A MRS §5772 Bond Counsel prepares bond order and referendum order
Thursday, 7/31/25	Bond order placed on 8/5 Agenda Agenda published and post on City website
Tuesday, 8/5/25	1st reading on bond order Notice of 8/19/25 public hearing published
Tuesday, 8/19/25	2nd reading / public hearing on bond order City Council adopts bond order and referendum order
Tuesday, 9/2/25	If not signed sooner, warrant / notice of election signed by Mayor / Treasurer / Majority of City Council
Wednesday, 9/3/2025	Final ballot language to Clerk to prepare ballots
Friday, 10/3/2025	30 days prior to election: -- Absentee ballots / vision impaired ballot prepared & programmed
On or before Friday, 10/24/25	10 days prior to election: - Post specimen ("sample") ballot, attested by the clerk, in each Ward - Publish specimen ("sample") ballot in newspaper
On or before Tuesday, 10/28/25	7 days prior to election: - Post attested notice of election/warrant in each Ward
Tuesday, 11/4/25	Post instruction poster in each voting booth and 3 instruction posters and 5 specimen ballots in the voting room outside the guardrail enclosure. Referendum election.

2022 General Obligation Bond Balance - CSO

Term 20 years
Payments Semiannual
Bond Amt \$ 5,000,000
Interest Rate 5%
Allocatable Bid Premium \$ 240,000

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Year	Payment #	Principal Payment	Interest Payment	Total Payment	Remaining Balance
2026	1	\$ 119,000	\$ 125,000	\$ 244,000	\$ 4,881,000
2026	2	\$ 119,000	\$ 122,025	\$ 241,025	\$ 4,762,000
2027	3	\$ 119,000	\$ 119,050	\$ 238,050	\$ 4,643,000
2027	4	\$ 119,000	\$ 116,075	\$ 235,075	\$ 4,524,000
2028	5	\$ 119,000	\$ 113,100	\$ 232,100	\$ 4,405,000
2028	6	\$ 119,000	\$ 110,125	\$ 229,125	\$ 4,286,000
2029	7	\$ 119,000	\$ 107,150	\$ 226,150	\$ 4,167,000
2029	8	\$ 119,000	\$ 104,175	\$ 223,175	\$ 4,048,000
2030	9	\$ 119,000	\$ 101,200	\$ 220,200	\$ 3,929,000
2030	10	\$ 119,000	\$ 98,225	\$ 217,225	\$ 3,810,000
2031	11	\$ 119,000	\$ 95,250	\$ 214,250	\$ 3,691,000
2031	12	\$ 119,000	\$ 92,275	\$ 211,275	\$ 3,572,000
2032	13	\$ 119,000	\$ 89,300	\$ 208,300	\$ 3,453,000
2032	14	\$ 119,000	\$ 86,325	\$ 205,325	\$ 3,334,000
2033	15	\$ 119,000	\$ 83,350	\$ 202,350	\$ 3,215,000
2033	16	\$ 119,000	\$ 80,375	\$ 199,375	\$ 3,096,000
2034	17	\$ 119,000	\$ 77,400	\$ 196,400	\$ 2,977,000
2034	18	\$ 119,000	\$ 74,425	\$ 193,425	\$ 2,858,000
2035	19	\$ 119,000	\$ 71,450	\$ 190,450	\$ 2,739,000
2035	20	\$ 119,000	\$ 68,475	\$ 187,475	\$ 2,620,000
2036	21	\$ 119,000	\$ 65,500	\$ 184,500	\$ 2,501,000
2036	22	\$ 119,000	\$ 62,525	\$ 181,525	\$ 2,382,000
2037	23	\$ 119,000	\$ 59,550	\$ 178,550	\$ 2,263,000
2037	24	\$ 119,000	\$ 56,575	\$ 175,575	\$ 2,144,000
2038	25	\$ 119,000	\$ 53,600	\$ 172,600	\$ 2,025,000
2038	26	\$ 119,000	\$ 50,625	\$ 169,625	\$ 1,906,000
2039	27	\$ 119,000	\$ 47,650	\$ 166,650	\$ 1,787,000
2039	28	\$ 119,000	\$ 44,675	\$ 163,675	\$ 1,668,000
2040	29	\$ 119,000	\$ 41,700	\$ 160,700	\$ 1,549,000
2040	30	\$ 119,000	\$ 38,725	\$ 157,725	\$ 1,430,000
2041	31	\$ 119,000	\$ 35,750	\$ 154,750	\$ 1,311,000
2041	32	\$ 119,000	\$ 32,775	\$ 151,775	\$ 1,192,000
2042	33	\$ 119,000	\$ 29,800	\$ 148,800	\$ 1,073,000
2042	34	\$ 119,000	\$ 26,825	\$ 145,825	\$ 954,000
2043	35	\$ 119,000	\$ 23,850	\$ 142,850	\$ 835,000
2043	36	\$ 119,000	\$ 20,875	\$ 139,875	\$ 716,000
2044	37	\$ 119,000	\$ 17,900	\$ 136,900	\$ 597,000
2044	38	\$ 119,000	\$ 14,925	\$ 133,925	\$ 478,000
2045	39	\$ 119,000	\$ 11,950	\$ 130,950	\$ 359,000
2045	40	\$ 119,000	\$ 8,975	\$ 127,975	\$ 240,000
Total		\$ 4,760,000	\$ 2,679,500	\$ 7,439,500	
Bid Premium		\$ 240,000	(Bid premium paid from proceeds)		
Bond Amt		\$ 5,000,000			

2025 Proposed November CSO Bond (Phased)				
Term	20 years			
Payments	Semiannual			
Bond Amt	\$ 10,000,000	\$40M bond drawn in 4 installments		
Interest Rate	5%			
Allocatable Bid Premium	\$ 480,000			

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	T1-Payment #	T1-Principal Payment	T1-Interest Payment	T1-Total Payment	T1-Remaining Balance	T2-Payment #	T2-Principal Payment	T2-Interest Payment	T2-Total Payment	T2-Remaining Balance	T3-Payment #	T3-Principal Payment	T3-Interest Payment	T3-Total Payment	T3-Remaining Balance	T4-Payment #	T4-Principal Payment	T4-Interest Payment	T4-Total Payment	T4-Remaining Balance	Total Principal	Total Interest	Totals
2027	1	\$ 238,000	\$ 250,000	\$ 488,000	\$ 9,282,000																\$ 238,000	\$ 250,000	\$ 488,000.00
2027	2	\$ 238,000	\$ 232,050	\$ 470,050	\$ 9,044,000																\$ 238,000	\$ 232,050	\$ 470,050.00
2028	3	\$ 238,000	\$ 226,100	\$ 464,100	\$ 8,806,000																\$ 238,000	\$ 226,100	\$ 464,100.00
2028	4	\$ 238,000	\$ 220,150	\$ 458,150	\$ 8,568,000																\$ 238,000	\$ 220,150	\$ 458,150.00
2029	5	\$ 238,000	\$ 214,200	\$ 452,200	\$ 8,330,000	1	\$ 238,000	\$ 250,000	\$ 488,000	\$ 9,282,000											\$ 476,000	\$ 464,200	\$ 940,200.00
2029	6	\$ 238,000	\$ 208,250	\$ 446,250	\$ 8,092,000	2	\$ 238,000	\$ 232,050	\$ 470,050	\$ 9,044,000											\$ 476,000	\$ 440,300	\$ 916,300.00
2030	7	\$ 238,000	\$ 202,300	\$ 440,300	\$ 7,854,000	3	\$ 238,000	\$ 226,100	\$ 464,100	\$ 8,806,000											\$ 476,000	\$ 428,400	\$ 904,400.00
2030	8	\$ 238,000	\$ 196,350	\$ 434,350	\$ 7,616,000	4	\$ 238,000	\$ 220,150	\$ 458,150	\$ 8,568,000											\$ 476,000	\$ 416,500	\$ 892,500.00
2031	9	\$ 238,000	\$ 190,400	\$ 428,400	\$ 7,378,000	5	\$ 238,000	\$ 214,200	\$ 452,200	\$ 8,330,000	1	\$ 238,000	\$ 250,000	\$ 488,000	\$ 9,282,000						\$ 714,000	\$ 654,600	\$ 1,368,600.00
2031	10	\$ 238,000	\$ 184,450	\$ 422,450	\$ 7,140,000	6	\$ 238,000	\$ 208,250	\$ 446,250	\$ 8,092,000	2	\$ 238,000	\$ 232,050	\$ 470,050	\$ 9,044,000						\$ 714,000	\$ 624,750	\$ 1,338,750.00
2032	11	\$ 238,000	\$ 178,500	\$ 416,500	\$ 6,902,000	7	\$ 238,000	\$ 202,300	\$ 440,300	\$ 7,854,000	3	\$ 238,000	\$ 226,100	\$ 464,100	\$ 8,806,000						\$ 714,000	\$ 606,900	\$ 1,320,900.00
2032	12	\$ 238,000	\$ 172,550	\$ 410,550	\$ 6,664,000	8	\$ 238,000	\$ 196,350	\$ 434,350	\$ 7,616,000	4	\$ 238,000	\$ 220,150	\$ 458,150	\$ 8,568,000						\$ 714,000	\$ 589,050	\$ 1,303,050.00
2033	13	\$ 238,000	\$ 166,600	\$ 404,600	\$ 6,426,000	9	\$ 238,000	\$ 190,400	\$ 428,400	\$ 7,378,000	5	\$ 238,000	\$ 214,200	\$ 452,200	\$ 8,330,000	1	\$ 238,000	\$ 250,000	\$ 488,000	\$ 9,282,000	\$ 952,000	\$ 821,200	\$ 1,773,200.00
2033	14	\$ 238,000	\$ 160,650	\$ 398,650	\$ 6,188,000	10	\$ 238,000	\$ 184,450	\$ 422,450	\$ 7,140,000	6	\$ 238,000	\$ 208,250	\$ 446,250	\$ 8,092,000	2	\$ 238,000	\$ 232,050	\$ 470,050	\$ 9,044,000	\$ 952,000	\$ 785,400	\$ 1,737,400.00
2034	15	\$ 238,000	\$ 154,700	\$ 392,700	\$ 5,950,000	11	\$ 238,000	\$ 178,500	\$ 416,500	\$ 6,902,000	7	\$ 238,000	\$ 202,300	\$ 440,300	\$ 7,854,000	3	\$ 238,000	\$ 226,100	\$ 464,100	\$ 8,806,000	\$ 952,000	\$ 761,600	\$ 1,713,600.00
2034	16	\$ 238,000	\$ 148,750	\$ 386,750	\$ 5,712,000	12	\$ 238,000	\$ 172,550	\$ 410,550	\$ 6,664,000	8	\$ 238,000	\$ 196,350	\$ 434,350	\$ 7,616,000	4	\$ 238,000	\$ 220,150	\$ 458,150	\$ 8,568,000	\$ 952,000	\$ 737,800	\$ 1,689,800.00
2035	17	\$ 238,000	\$ 142,800	\$ 380,800	\$ 5,474,000	13	\$ 238,000	\$ 166,600	\$ 404,600	\$ 6,426,000	9	\$ 238,000	\$ 190,400	\$ 428,400	\$ 7,378,000	5	\$ 238,000	\$ 214,200	\$ 452,200	\$ 8,330,000	\$ 952,000	\$ 714,000	\$ 1,666,000.00
2035	18	\$ 238,000	\$ 136,850	\$ 374,850	\$ 5,236,000	14	\$ 238,000	\$ 160,650	\$ 398,650	\$ 6,188,000	10	\$ 238,000	\$ 184,450	\$ 422,450	\$ 7,140,000	6	\$ 238,000	\$ 208,250	\$ 446,250	\$ 8,092,000	\$ 952,000	\$ 690,200	\$ 1,642,200.00
2036	19	\$ 238,000	\$ 130,900	\$ 368,900	\$ 4,998,000	15	\$ 238,000	\$ 154,700	\$ 392,700	\$ 5,950,000	11	\$ 238,000	\$ 178,500	\$ 416,500	\$ 6,902,000	7	\$ 238,000	\$ 202,300	\$ 440,300	\$ 7,854,000	\$ 952,000	\$ 666,400	\$ 1,618,400.00
2036	20	\$ 238,000	\$ 124,950	\$ 362,950	\$ 4,760,000	16	\$ 238,000	\$ 148,750	\$ 386,750	\$ 5,712,000	12	\$ 238,000	\$ 172,550	\$ 410,550	\$ 6,664,000	8	\$ 238,000	\$ 196,350	\$ 434,350	\$ 7,616,000	\$ 952,000	\$ 642,600	\$ 1,594,600.00
2037	21	\$ 238,000	\$ 119,000	\$ 357,000	\$ 4,522,000	17	\$ 238,000	\$ 142,800	\$ 380,800	\$ 5,474,000	13	\$ 238,000	\$ 166,600	\$ 404,600	\$ 6,426,000	9	\$ 238,000	\$ 190,400	\$ 428,400	\$ 7,378,000	\$ 952,000	\$ 618,800	\$ 1,570,800.00
2037	22	\$ 238,000	\$ 113,050	\$ 351,050	\$ 4,284,000	18	\$ 238,000	\$ 136,850	\$ 374,850	\$ 5,236,000	14	\$ 238,000	\$ 160,650	\$ 398,650	\$ 6,188,000	10	\$ 238,000	\$ 184,450	\$ 422,450	\$ 7,140,000	\$ 952,000	\$ 595,000	\$ 1,547,000.00
2038	23	\$ 238,000	\$ 107,100	\$ 345,100	\$ 4,046,000	19	\$ 238,000	\$ 130,900	\$ 368,900	\$ 4,998,000	15	\$ 238,000	\$ 154,700	\$ 392,700	\$ 5,950,000	11	\$ 238,000	\$ 178,500	\$ 416,500	\$ 6,902,000	\$ 952,000	\$ 571,200	\$ 1,523,200.00
2038	24	\$ 238,000	\$ 101,150	\$ 339,150	\$ 3,808,000	20	\$ 238,000	\$ 124,950	\$ 362,950	\$ 4,760,000	16	\$ 238,000	\$ 148,750	\$ 386,750	\$ 5,712,000	12	\$ 238,000	\$ 172,550	\$ 410,550	\$ 6,664,000	\$ 952,000	\$ 547,400	\$ 1,499,400.00
2039	25	\$ 238,000	\$ 95,200	\$ 333,200	\$ 3,570,000	21	\$ 238,000	\$ 119,000	\$ 357,000	\$ 4,522,000	17	\$ 238,000	\$ 142,800	\$ 380,800	\$ 5,474,000	13	\$ 238,000	\$ 166,600	\$ 404,600	\$ 6,426,000	\$ 952,000	\$ 523,600	\$ 1,475,600.00
2039	26	\$ 238,000	\$ 89,250	\$ 327,250	\$ 3,332,000	22	\$ 238,000	\$ 113,050	\$ 351,050	\$ 4,284,000	18	\$ 238,000	\$ 136,850	\$ 374,850	\$ 5,236,000	14	\$ 238,000	\$ 160,650	\$ 398,650	\$ 6,188,000	\$ 952,000	\$ 499,800	\$ 1,451,800.00
2040	27	\$ 238,000	\$ 83,300	\$ 321,300	\$ 3,094,000	23	\$ 238,000	\$ 107,100	\$ 345,100	\$ 4,046,000	19	\$ 238,000	\$ 130,900	\$ 368,900	\$ 4,998,000	15	\$ 238,000	\$ 154,700	\$ 392,700	\$ 5,950,000	\$ 952,000	\$ 476,000	\$ 1,428,000.00
2040	28	\$ 238,000	\$ 77,350	\$ 315,350	\$ 2,856,000	24	\$ 238,000	\$ 101,150	\$ 339,150	\$ 3,808,000	20	\$ 238,000	\$ 124,950	\$ 362,950	\$ 4,760,000	16	\$ 238,000	\$ 148,750	\$ 386,750	\$ 5,712,000	\$ 952,000	\$ 452,200	\$ 1,404,200.00
2041	29	\$ 238,000	\$ 71,400	\$ 309,400	\$ 2,618,000	25	\$ 238,000	\$ 95,200	\$ 333,200	\$ 3,570,000	21	\$ 238,000	\$ 119,000	\$ 357,000	\$ 4,522,000	17	\$ 238,000	\$ 142,800	\$ 380,800	\$ 5,474,000	\$ 952,000	\$ 428,400	\$ 1,380,400.00
2041	30	\$ 238,000	\$ 65,450	\$ 303,450	\$ 2,380,000	26	\$ 238,000	\$ 89,250	\$ 327,250	\$ 3,332,000	22	\$ 238,000	\$ 113,050	\$ 351,050	\$ 4,284,000	18	\$ 238,000	\$ 136,850	\$ 374,850	\$ 5,236,000	\$ 952,000	\$ 404,600	\$ 1,356,600.00
2042	31	\$ 238,000	\$ 59,500	\$ 297,500	\$ 2,142,000	27	\$ 238,000	\$ 83,300	\$ 321,300	\$ 3,094,000	23	\$ 238,000	\$ 107,100	\$ 345,100	\$ 4,046,000	19	\$ 238,000	\$ 130,900	\$ 368,900	\$ 4,998,000	\$ 952,000	\$ 380,800	\$ 1,332,800.00
2042	32	\$ 238,000	\$ 53,550	\$ 291,550	\$ 1,904,000	28	\$ 238,000	\$ 77,350	\$ 315,350	\$ 2,856,000	24	\$ 238,000	\$ 101,150	\$ 339,150	\$ 3,808,000	20	\$ 238,000	\$ 124,950	\$ 362,950	\$ 4,760,000	\$ 952,000	\$ 357,000	\$ 1,309,000.00
2043	33	\$ 238,000	\$ 47,600	\$ 285,600	\$ 1,666,000	29	\$ 238,000	\$ 71,400	\$ 309,400	\$ 2,618,000	25	\$ 238,000	\$ 95,200	\$ 333,200	\$ 3,570,000	21	\$ 238,000	\$ 119,000	\$ 357,000	\$ 4,522,000	\$ 952,000	\$ 333,200	\$ 1,285,200.00
2043	34	\$ 238,000	\$ 41,650	\$ 279,650	\$ 1,428,000	30	\$ 238,000	\$ 65,450	\$ 303,450	\$ 2,380,000	26	\$ 238,000	\$ 89,250	\$ 327,250	\$ 3,332,000	22	\$ 238,000	\$ 113,050	\$ 351,050	\$ 4,284,000	\$ 952,000	\$ 309,400	\$ 1,261,400.00
2044	35	\$ 238,000	\$ 35,700	\$ 273,700	\$ 1,190,000	31	\$ 238,000	\$ 59,500	\$ 297,500	\$ 2,142,000	27	\$ 238,000	\$ 83,300	\$ 321,300	\$ 3,094,000	23	\$ 238,000	\$ 107,100	\$ 345,100	\$ 4,046,000	\$ 952,000	\$ 285,600	\$ 1,237,600.00
2044	36	\$ 238,000	\$ 29,750	\$ 267,750	\$ 952,000	32	\$ 238,000	\$ 53,550	\$ 291,550	\$ 1,904,000	28	\$ 238,000	\$ 77,350	\$ 315,350	\$ 2,856,000	24	\$ 238,000	\$ 101,150	\$ 339,150	\$ 3,808,000	\$ 952,000	\$ 261,800	\$ 1,213,800.00
2045	37	\$ 238,000</																					

FY2026 Capital Improvement Project(s) List

Councilor Selection	Dollar Value	Category	Entry No.	Date	Department	CIP Name	CIP No	Department Number	Priority	Est Total Cost	FY26 Cost
FY26 CIP - Anticipated		Building	42	11/09/24	Public Works	6-Large Overhead Garage Doors	DPW-FY26-006	007	1	\$ 115,000	\$ 37,500
FY26 CIP - Anticipated		Building	44	11/09/24	Public Works	8-DPW Washbay Upgrade	DPW-FY26-008	008	1	\$ 75,000	\$ 37,500
FY26 CIP - Anticipated		Building	45	11/15/24	Public Works	Addition to salt shed	DPW-FY26-009	009	1	\$ 50,000	\$ 50,000
FY26 CIP - Anticipated		Building	49	11/21/24	Recreation	Community Center Code	REC-FY26-004	004	1	\$ 35,000	\$ 35,000
FY26 CIP - Anticipated		Parks & Rec	51	11/15/24	Recreation	Doran Field	REC-FY26-006	006	1	\$ 30,000	\$ 20,000
FY26 CIP - Anticipated		Parks & Rec	52	11/21/24	Recreation	Rotary Park Complex	REC-FY26-007	007	1	\$ 100,000	\$ 100,000
FY26 CIP - Anticipated		Parks & Rec	54	11/15/24	Recreation	St Louis Field Complex	REC-FY26-009	009	1	\$ 2,180,000	\$ 380,000
FY26 CIP - Anticipated		Parks & Rec	46	11/15/24	Recreation	Clifford Park	REC-FY26-001	001	2	\$ 130,000	\$ 55,000
FY26 CIP - Anticipated		Communications	43	11/09/24	Public Works	7-GPS Radios-Update	DPW-FY26-007	008	3	\$ 165,000	\$ 165,000
FY26 CIP		CIP	37	11/15/24	Public Works	1-Vehicle Maintenance 5 Year Vehicle/Equip Replacement Program	DPW-FY26-001	001	1	\$ 9,845,000	\$ 4,057,000
FY26 CIP		Vehicle	29	11/18/24	Fire Department	Marine Unit 202 Replacement	BFD-FY26-005	005	1	\$ 80,000	\$ 80,000
FY26 CIP		CIP	38	11/09/24	Public Works	2-Street Maintenance - Capital Paving Program	DPW-FY26-002	002	1	\$ 6,500,000	\$ 2,000,000
FY26 CIP		Parks & Rec	47	11/15/24	Recreation	Skatepark Feasability study	REC-FY26-002	002	2	\$ 35,000	\$ 35,000
Lease Purchase - Anticipated		Communications	92	10/19/23	Police Department	CAD/RMS System	BPD-FY26-001	001	1	\$ 500,000.00	\$500,000.00
		Vehicle	25	11/05/24	Fire Department	Aerial Tower Ladder Truck Replacement	BFD-FY26-001	001	1	\$ 2,300,000	\$ -
		Operations	28	11/18/24	Fire Department	Standpipe Hose Pack & Equipment Replacement	BFD-FY26-004	004	1	\$ 18,000	\$ 18,000
		Building	31	11/17/24	Fire Department	Eastern Fire & EMS Substation	BFD-FY26-007	007	1	\$ 10,000,000	\$ 4,000,000
		Vehicle	32	11/17/24	Fire Department	Ambulance Replacement	BFD-FY26-008	008	1	\$ 490,000	\$ 85,000
		Operations	35	11/19/24	Fire Department	Rescue Air Bags Replacement	BFD-FY26-011	011	1	\$ 14,000	\$ 14,000
		Municipal/Social	89	12/06/22	Biddeford Ice Arena	Bleachers Replacement	BIA-FY26-001	001	1	\$ -	\$ -
		Operations	39	11/09/24	Public Works	3-Recycling 30 Yard Roll-Off Container	DPW-FY26-003	003	1	\$ 56,925	\$ 18,975
		Project	40	11/09/24	Public Works	4-City-Wide Sidewalks	DPW-FY26-004	004	1	\$ 487,500	\$ 97,500
		Project	41	11/09/24	Public Works	5-Auto Gate	DPW-FY26-005	005	1	\$ 45,000	\$ 45,000
		Project	1	10/29/24	Engineering	1-PACTS 2023 Complex Project - Alfred Street Sidewalks (Main to Washington)	ENG-FY26-001	001	1	\$ 1,750,000	\$ 50,000
		CDS	2	10/29/24	Engineering	2-DOT Route 1/Elm Street Master Plan - Saco River to Main Street (QC)	ENG-FY26-002	002	1	\$ 1,800,000	\$ 900,000
		Project	3	10/29/24	Engineering	3-General Asphalt Repaving - Storm Separation Projects/PACTS/MPI	ENG-FY26-003	003	1	\$ 4,000,000	\$ 1,200,000
		Project	4	10/29/24	Engineering	4-General Utility/Road Construction Repairs	ENG-FY26-004	004	1	\$ 5,000,000	\$ 1,000,000
		Project	5	10/29/24	Engineering	5-General Engineering Design/Inspection Services (Non-CSO Master Plan)	ENG-FY26-005	005	1	\$ 500,000	\$ 100,000
		Project	6	10/29/24	Engineering	6-General Sidewalk Replacement - Storm Separation Projects/PACTS	ENG-FY26-006	006	1	\$ 1,750,000	\$ 350,000
		Project	7	10/29/24	Engineering	7-General City-Wide ADA Sidewalk Improvements	ENG-FY26-007	007	1	\$ 2,000,000	\$ 400,000
		Project	8	10/29/24	Engineering	8-General Crosswalk Upgrades	ENG-FY26-008	008	1	\$ 250,000	\$ 50,000
		Project	9	10/29/24	Engineering	9-Andrews Road/Rt 111 - Sidewalk/Signalization	ENG-FY26-009	009	1	\$ 750,000	\$ 250,000
		Parks & Rec	48	11/20/24	Recreation	Flag Poles in Parks	REC-FY26-003	003	1	\$ 30,000	\$ 30,000
		Building	50	11/21/24	Recreation	Community Center Roof	REC-FY26-005	005	1	\$ 32,000	\$ 32,000
		Building	55	11/15/24	Recreation	Community Center Myrtle Street Lot	REC-FY26-010	010	1	\$ 85,000	\$ -
		Building	57	11/21/24	Recreation	Pump Station Rehab-Rotary Park	REC-FY26-012	012	1	\$ 93,000	\$ 93,000
		Sports	60	01/30/25	Recreation	Kayak and Paddlebaord rentals Kiosk	REC-FY26-015	015	1	\$ 35,000	\$ 35,000
		Climate Action	61	10/23/24	Wastewater Treatment Plant	Climate Resiliency/Adaptation	WWTF-FY26-001	001	1	\$ 125,000	\$ 25,000
		DEP Consent Agreement	62	10/23/24	Wastewater Treatment Plant	CSO Masterplan Projects (Years 1-5)	WWTF-FY26-002	002	1	\$ 22,217,000	\$ 4,443,400
		Project	63	10/23/24	Wastewater Treatment Plant	Private Consultant Design Services	WWTF-FY26-003	003	1	\$ 1,000,000	\$ 100,000
		WW - Maint	64	10/23/24	Wastewater Treatment Plant	Sewer Pipe Rehab	WWTF-FY26-004	004	1	\$ 3,500,000	\$ 350,000
		WW - Maint	65	10/23/24	Wastewater Treatment Plant	Force Main Replacement	WWTF-FY26-005	005	1	\$ 2,000,000	\$ 200,000
		WW - Maint	66	10/23/24	Wastewater Treatment Plant	Manhole Rehab	WWTF-FY26-006	006	1	\$ 1,000,000	\$ 100,000
		WW - Maint	67	10/23/24	Wastewater Treatment Plant	Updating PLCs at Pump Stations	WWTF-FY26-007	007	1	\$ 200,000	\$ 20,000
		Development Commitment	68	10/23/24	Wastewater Treatment Plant	Sewer Capacity Improvements	WWTF-FY26-008	008	1	\$ 6,000,000	\$ -
		CSO - Planning	69	10/23/24	Wastewater Treatment Plant	Flow Monitoring - I/I Studies	WWTF-FY26-009	009	1	\$ 800,000	\$ 80,000
		CSO - Project	70	10/23/24	Wastewater Treatment Plant	CSO Storage Tank - Diamond Lot	WWTF-FY26-010	010	1	\$ 2,000,000	\$ 500,000
		Operations	71	10/23/24	Wastewater Treatment Plant	Biddeford Pool Treatment Plant Generator	WWTF-FY26-011	011	1	\$ 80,000	\$ 80,000
		Operations	72	10/23/24	Wastewater Treatment Plant	Bernard Pump Station Generator	WWTF-FY26-012	012	1	\$ 100,000	\$ 100,000
		Operations	73	10/23/24	Wastewater Treatment Plant	Home Depot Generator	WWTF-FY26-013	013	1	\$ 100,000	\$ 100,000
		Building	26	11/18/24	Fire Department	FD Removal of Trees Central Fire Sta.	BFD-FY26-002	002	2	\$ 10,000	\$ -
		Safety/Operations	27	11/17/24	Fire Department	FD Tactical EMS Vests & Helmets	BFD-FY26-003	003	2	\$ 21,000	\$ 21,000
		Building	30	11/18/24	Fire Department	Window Replacement Central Station- Phase 1	BFD-FY26-006	006	2	\$ 15,000	\$ 15,000
		Building	36	11/18/24	Fire Department	FD-Brick Masonary Restoration- South end of Station	BFD-FY26-012	012	2	\$ 25,000	\$ 25,000
		Building	10	10/29/24	Engineering	10-Public Works Buildout - EMA/Engineering Relocation	ENG-FY26-010	010	2	\$ 50,000	\$ 50,000
		Project	11	10/29/24	Engineering	11-Lincoln Street Electrical Loop - Elm Street to Pearl Street	ENG-FY26-011	011	2	\$ 200,000	\$ -
		Project	12	10/29/24	Engineering	12-Western Avenue Storm Rehabilitation	ENG-FY26-012	012	2	\$ 300,000	\$ -

FY2026 Capital Improvement Project(s) List

Councilor Selection	Dollar Value	Category	Entry No.	Date	Department	CIP Name	CIP No	Department Number	Priority	Est Total Cost	FY26 Cost
		Project	13	10/29/24	Engineering	13-Connect 2045 Projects/SS4A Projects/5-Points Intersection (QC)	ENG-FY26-013	013	2	\$ 1,000,000	\$ -
		Building	58	11/07/24	Recreation	Community Center UST Removal	REC-FY26-013	013	2	\$ 100,000	\$ 100,000
		Municipal/Social	59	11/15/24	Recreation	Rotary Park Dog Park Drainage	REC-FY26-014	014	2	\$ 45,000	\$ -
		DEP Consent Agreement	74	10/23/24	Wastewater Treatment Plant	CSO Phase III Master Plan Development	WWTF-FY26-014	014	2	\$ 350,000	\$ 50,000
		WW - Maint	75	10/23/24	Wastewater Treatment Plant	Aeration Tank Gate Replacement	WWTF-FY26-015	015	2	\$ 75,000	\$ -
		CSO - Project	76	10/23/24	Wastewater Treatment Plant	Private I/I Removal	WWTF-FY26-016	016	2	\$ 3,000,000	\$ 300,000
		DEP Consent Agreement	77	10/23/24	Wastewater Treatment Plant	CSO Masterplan Projects (Years 6-10)	WWTF-FY26-017	017	2	\$ 18,264,000	\$ -
		Safety/Training	33	11/18/24	Fire Department	Connex Boxes for Training	BFD-FY26-009	009	3	\$ 10,000	\$ 10,000
		Building	34	11/18/24	Fire Department	Central Sta. 1st Floor Bathroom Renovation	BFD-FY26-010	010	3	\$ 80,000	\$ 80,000
		Municipal/Social	91	12/06/22	Biddeford Ice Arena	Roof Repair/Replacement	BIA-FY26-003	003	3	\$ 363,000	\$ -
		Project	14	10/29/24	Engineering	14-Saco River Pedestrian Bridge (QC)	ENG-FY26-014	014	3	\$ 8,000,000	\$ -
		Project	15	10/29/24	Engineering	15-Riverwalk Project - Pearl Street to Laconia Plaza (QC)	ENG-FY26-015	015	3	\$ 3,000,000	\$ -
		Project	16	10/29/24	Engineering	16-River Wall Repair - Mechanics Park (QC)	ENG-FY26-016	016	3	\$ 1,000,000	\$ -
		Riverwalk	17	10/29/24	Engineering	17-River Wall Repair - Zanton Property (near Pearl Street) (QC)	ENG-FY26-017	017	3	\$ -	\$ -
		Development Commitment	18	10/29/24	Engineering	18-South Street/Waterworks Drive Sidewalk (QC)	ENG-FY26-018	018	3	\$ 255,000	\$ -
		Permit - Potential Change	78	10/23/24	Wastewater Treatment Plant	WWTF Modifications for Nitrogen Removal	WWTF-FY26-018	018	3	\$ 300,000	\$ -
		WW - Maint	79	10/23/24	Wastewater Treatment Plant	Effluent Flow Meter	WWTF-FY26-019	019	3	\$ 80,000	\$ -
		Municipal/Social	90	12/08/22	Biddeford Ice Arena	Zamboni Replacement	BIA-FY26-004	004	4	\$ 132,750	\$ -
		Operations	94	11/19/24	Police Department	Interview Rooms Recording Equipment	BPD-FY26-002	002	4	\$ 41,583.60	\$ 41,584.00
		Building	95	11/21/24	Police Department	Building Structural Review	BPD-FY26-003	003	4	\$ 22,500.00	\$ 22,500.00
		Operations	93	11/04/24	Police Department	Exacq Server Replacement	BPD-FY26-004	004	4	\$ 32,792.96	\$ 32,793.00
		Project	19	10/29/24	Engineering	19-Washington Street - Crosswalks/Lights/Sidewalks	ENG-FY26-019	019	4	\$ 500,000	\$ -
		Project	20	10/29/24	Engineering	20-Alfred Street Phase II - Sidewalks	ENG-FY26-020	020	4	\$ 500,000	\$ -
		Project	21	10/29/24	Engineering	21-Adams Street - Sidewalks	ENG-FY26-021	021	4	\$ 200,000	\$ -
		MS4 Project	22	10/29/24	Engineering	22-Thatcher Brook Watershed Mgt Plan - Phase 4	ENG-FY26-022	022	4	\$ 100,000	\$ -
		CSO - Planning	80	10/23/24	Wastewater Treatment Plant	GIS Mapping	WWTF-FY26-020	020	4	\$ 250,000	\$ 125,000
		WW - Maint	81	10/23/24	Wastewater Treatment Plant	CSO09 Tank Pumps (Mechanics Park)	WWTF-FY26-021	021	4	\$ 60,000	\$ -
		WW - Maint	82	10/23/24	Wastewater Treatment Plant	CSO09 Valve and Actuator Replacement	WWTF-FY26-022	022	4	\$ 85,000	\$ -
		WW - Maint	83	10/23/24	Wastewater Treatment Plant	Sludge Tank Lining	WWTF-FY26-023	023	4	\$ 60,000	\$ -
		Project	23	10/29/24	Engineering	23-Vines Landing - Harbor Access/Boat Launch	ENG-FY26-023	023	5	\$ 400,000	\$ -
		Municipal/Social	24	10/29/24	Engineering	24-West Brook Skating Area Improvements	ENG-FY26-024	024	5	\$ 1,400,000	\$ -
		Parks & Rec	53	11/15/24	Recreation	Shevenell Park	REC-FY26-008	008	5	\$ 185,000	\$ -
		Sports	56	11/07/24	Recreation	Disc Golf- Reconfiguration-Expansion	REC-FY26-011	011	5	\$ 20,000	\$ -
		WW - Maint	84	10/23/24	Wastewater Treatment Plant	Plant Water Strainer	WWTF-FY26-024	024	5	\$ 150,000	\$ -
		WW - CSO	85	10/23/24	Wastewater Treatment Plant	CSO Masterplan Projects (Additional)	WWTF-FY26-025	025	5	\$ 12,400,000	\$ -
		Municipal/Social	86	05/10/25	West Brook Skating Rink	Facility Improvements - Ceiling Insulation	WBS-FY26-001	001		\$ 20,000.00	\$ 20,000.00
		Municipal/Social	87	05/10/25	West Brook Skating Rink	Facility Improvements - Window and Door Replacement	WBS-FY26-002	002		\$ 40,000.00	
		Municipal/Social	88	05/10/25	West Brook Skating Rink	Facility Improvements - Berm Repair/Water Control	WBS-FY26-003	003		\$ 7,500.00	\$ 7,500.00
	\$ -									\$ 143,598,552	\$ 23,319,252

2025 Proposed November Add'l Bond - Parks & Infrastructure

Term 20 years
 Payments Semiannual
 Bond Amt \$ 3,000,000 This number from "Council Add'l Bond Selection" worksheet
 Interest Rate 5%
 Allocatable Bid Premium \$ 144,000

Click HERE to
 update Values

Year	Payment #	Principal Payment	Interest Payment	Total Payment	Remaining Balance
2027	1	\$ 71,400	\$ 75,000	\$ 146,400	\$ 2,928,600
2027	2	\$ 71,400	\$ 73,215	\$ 144,615	\$ 2,857,200
2028	3	\$ 71,400	\$ 71,430	\$ 142,830	\$ 2,785,800
2028	4	\$ 71,400	\$ 69,645	\$ 141,045	\$ 2,714,400
2029	5	\$ 71,400	\$ 67,860	\$ 139,260	\$ 2,643,000
2029	6	\$ 71,400	\$ 66,075	\$ 137,475	\$ 2,571,600
2030	7	\$ 71,400	\$ 64,290	\$ 135,690	\$ 2,500,200
2030	8	\$ 71,400	\$ 62,505	\$ 133,905	\$ 2,428,800
2031	9	\$ 71,400	\$ 60,720	\$ 132,120	\$ 2,357,400
2031	10	\$ 71,400	\$ 58,935	\$ 130,335	\$ 2,286,000
2032	11	\$ 71,400	\$ 57,150	\$ 128,550	\$ 2,214,600
2032	12	\$ 71,400	\$ 55,365	\$ 126,765	\$ 2,143,200
2033	13	\$ 71,400	\$ 53,580	\$ 124,980	\$ 2,071,800
2033	14	\$ 71,400	\$ 51,795	\$ 123,195	\$ 2,000,400
2034	15	\$ 71,400	\$ 50,010	\$ 121,410	\$ 1,929,000
2034	16	\$ 71,400	\$ 48,225	\$ 119,625	\$ 1,857,600
2035	17	\$ 71,400	\$ 46,440	\$ 117,840	\$ 1,786,200
2035	18	\$ 71,400	\$ 44,655	\$ 116,055	\$ 1,714,800
2036	19	\$ 71,400	\$ 42,870	\$ 114,270	\$ 1,643,400
2036	20	\$ 71,400	\$ 41,085	\$ 112,485	\$ 1,572,000
2037	21	\$ 71,400	\$ 39,300	\$ 110,700	\$ 1,500,600
2037	22	\$ 71,400	\$ 37,515	\$ 108,915	\$ 1,429,200
2038	23	\$ 71,400	\$ 35,730	\$ 107,130	\$ 1,357,800
2038	24	\$ 71,400	\$ 33,945	\$ 105,345	\$ 1,286,400
2039	25	\$ 71,400	\$ 32,160	\$ 103,560	\$ 1,215,000
2039	26	\$ 71,400	\$ 30,375	\$ 101,775	\$ 1,143,600
2040	27	\$ 71,400	\$ 28,590	\$ 99,990	\$ 1,072,200
2040	28	\$ 71,400	\$ 26,805	\$ 98,205	\$ 1,000,800
2041	29	\$ 71,400	\$ 25,020	\$ 96,420	\$ 929,400
2041	30	\$ 71,400	\$ 23,235	\$ 94,635	\$ 858,000
2042	31	\$ 71,400	\$ 21,450	\$ 92,850	\$ 786,600
2042	32	\$ 71,400	\$ 19,665	\$ 91,065	\$ 715,200
2043	33	\$ 71,400	\$ 17,880	\$ 89,280	\$ 643,800
2043	34	\$ 71,400	\$ 16,095	\$ 87,495	\$ 572,400
2044	35	\$ 71,400	\$ 14,310	\$ 85,710	\$ 501,000
2044	36	\$ 71,400	\$ 12,525	\$ 83,925	\$ 429,600
2045	37	\$ 71,400	\$ 10,740	\$ 82,140	\$ 358,200
2045	38	\$ 71,400	\$ 8,955	\$ 80,355	\$ 286,800
2046	39	\$ 71,400	\$ 7,170	\$ 78,570	\$ 215,400
2046	40	\$ 71,400	\$ 5,385	\$ 76,785	\$ 144,000
Total		\$ 2,856,000	\$ 1,607,700	\$ 4,463,700	
Bid Premium		\$ 144,000	(Bid premium paid from proceeds)		
Bond Amt		\$ 3,000,000			

Cumulative Impact of Bonds

- Bond 1. 2022 GO Balance: The is the \$5,000,000 balance of the 2022 GO Bond approved by the voters associated with CSO projects.
- Bond 2. 2025 Proposed Nov CSO Bond Phased: This is the proposed bond for the CSO work associated with the signed DEP Consent Agreement (\$40M drawn in 4-\$10M installments)
- Bond 3. 2025 Proposed Add'l Bond: This is a discretionary bond as determined by the City Council based on the "Council Add'l Bond Selection" project list. \$2M for illustration only.

	Bond Amount	Interest Rate
Bond 1	\$ 5,000,000	5%
Bond 2	\$ 40,000,000	5%
Bond 3	\$ 2,000,000	5%

Change bond amount using the "Council Add'l Bond Selection" sheet by placing an "X" in column A of that sheet for any projects you want to fund by a bond

Click Here to refresh all values:

REFRESH
ALL

Valuation (2025)

\$ 4,277,419,733

Median Home

\$ 382,500

Baseline Mil Rate

\$ 15.04

Baseline Taxes

\$ 5,752.80

Year	Principal	Interest	Total Pmt	Mil Rate Impact	Homeowner Impact (annual)	Relative Impact
2026	\$ 238,000	\$ 247,025	\$ 485,025	\$ 0.113	\$ 43.37	\$ 43.37
2027	\$ 787,780	\$ 793,753	\$ 1,581,533	\$ 0.370	\$ 141.43	\$ 98.05
2028	\$ 787,780	\$ 742,364	\$ 1,530,144	\$ 0.358	\$ 136.83	\$ (4.60)
2029	\$ 1,263,780	\$ 1,185,025	\$ 2,448,805	\$ 0.572	\$ 218.98	\$ 82.15
2030	\$ 1,263,780	\$ 1,109,836	\$ 2,373,616	\$ 0.555	\$ 212.26	\$ (6.72)
2031	\$ 1,739,780	\$ 1,528,697	\$ 3,268,477	\$ 0.764	\$ 292.28	\$ 80.02
2032	\$ 1,739,780	\$ 1,429,708	\$ 3,169,488	\$ 0.741	\$ 283.43	\$ (8.85)
2033	\$ 2,215,780	\$ 1,824,769	\$ 4,040,549	\$ 0.945	\$ 361.32	\$ 77.89
2034	\$ 2,215,780	\$ 1,701,980	\$ 3,917,760	\$ 0.916	\$ 350.34	\$ (10.98)
2035	\$ 2,215,780	\$ 1,591,191	\$ 3,806,971	\$ 0.890	\$ 340.43	\$ (9.91)
2036	\$ 2,215,780	\$ 1,480,402	\$ 3,696,182	\$ 0.864	\$ 330.52	\$ (9.91)
2037	\$ 2,215,780	\$ 1,369,613	\$ 3,585,393	\$ 0.838	\$ 320.62	\$ (9.91)
2038	\$ 2,215,780	\$ 1,258,824	\$ 3,474,604	\$ 0.812	\$ 310.71	\$ (9.91)
2039	\$ 2,215,780	\$ 1,148,035	\$ 3,363,815	\$ 0.786	\$ 300.80	\$ (9.91)
2040	\$ 2,215,780	\$ 1,037,246	\$ 3,253,026	\$ 0.761	\$ 290.90	\$ (9.91)
2041	\$ 2,215,780	\$ 926,457	\$ 3,142,237	\$ 0.735	\$ 280.99	\$ (9.91)
2042	\$ 2,215,780	\$ 815,668	\$ 3,031,448	\$ 0.709	\$ 271.08	\$ (9.91)
2043	\$ 2,215,780	\$ 704,879	\$ 2,920,659	\$ 0.683	\$ 261.17	\$ (9.91)
2044	\$ 2,215,780	\$ 594,090	\$ 2,809,870	\$ 0.657	\$ 251.27	\$ (9.91)
2045	\$ 2,215,780	\$ 483,301	\$ 2,699,081	\$ 0.631	\$ 241.36	\$ (9.91)
2046	\$ 1,977,780	\$ 363,487	\$ 2,341,267	\$ 0.547	\$ 209.36	\$ (32.00)
2047	\$ 1,428,000	\$ 267,750	\$ 1,695,750	\$ 0.396	\$ 151.64	\$ (57.72)
2048	\$ 1,428,000	\$ 196,350	\$ 1,624,350	\$ 0.380	\$ 145.25	\$ (6.38)
2049	\$ 952,000	\$ 130,900	\$ 1,082,900	\$ 0.253	\$ 96.84	\$ (48.42)
2050	\$ 952,000	\$ 83,300	\$ 1,035,300	\$ 0.242	\$ 92.58	\$ (4.26)
2051	\$ 476,000	\$ 41,650	\$ 517,650	\$ 0.121	\$ 46.29	\$ (46.29)
2052	\$ 476,000	\$ 17,850	\$ 493,850	\$ 0.115	\$ 44.16	\$ (2.13)
2053	\$ -	\$ -	\$ -	\$ -	\$ -	
2054	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -