



**City of Biddeford
City Council**

October 7, 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

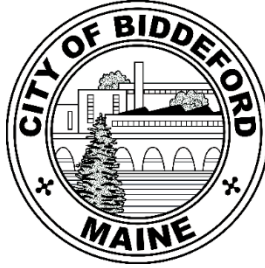
Meeting ID: 915 1238 1869

Passcode:380516

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Public Hearing
 - 4.a Public Hearing GA maximums - documents for this are attached with Order 2025.136 in the agenda below
5. Proclamation
 - 5.a October as Domestic Violence Prevention Month
 - 5.b Indigenous People's Day- Proclamation
6. Appointments
 - 6.a 2025.138 Approval/ Mayoral Appointment to City Council
 - 6.b 2025.141 Approval Mayoral Appointment Council to a Committee
 - 6.c 2025.133 Approval/Mayoral Appointment to a Committee- Citizen
7. Presentation
 - 7.a Consideration of City Manager's first year performance goals
8. Public Addressing the Council
(3 minute limit per speaker for up to a total of 15 minutes)
9. Consideration of Minutes
 - 9.a Council Minutes 9-16-25
10. Second Reading

- 10.a 2025.125 Approval/Purchasing Policy Amendments, Ch 2, Article V, Division 2
- 11. Orders of the Day
 - 11.a 2025.136 Approval GA maximums
 - 11.b 2025.121 Approval / Award Lead Hazard Reduction Project – 100 Graham Street
 - 11.c 2025.122 Order Bid Approval-Lead Hazard Reduction 78 Prospect Street
 - 11.d 2025.134 Order Bid Approval—Lead Hazard Reduction at 74 Summer Street
 - 11.e 2025.127 Approval/Amend Part II Code of Ordinances, Chapter 2, Art IV - Fire Advisory Committee, Police Advisory Committee, Public Safety Advisory Committee
 - 11.f 2025.135 Approval / IT Platform Services
 - 11.g 2025.137 Approval/ Amend Order 2025.52 to correct tax interest rate for 2025
 - 11.h 2025.139 Approval/Amend Chapter 42, Art IV - Sec. 42-92 Limited Parking - Delete 15-min Parking, 163 Main St
 - 11.i 2025.140 Approval/Amend Code of Ordinances, Chapter 42, Art IV, - Sec. 42-92 - Limited Parking - Add 15-Min Parking, Main/York
 - 11.j 2025.142 Approval/Fortunes Rock Ocean Wall Repair
- 12. Public Addressing the Council
(5 minute limit per speaker)
- 13. City Manager Report
- 14. Committee Updates by Council
- 15. Other Business
- 16. Council President Addressing the Council
- 17. Mayor Addressing the Council
- 18. Executive Session
 - 18.a Executive Session 1 MRS 405 (6) e Legal Matters
 - 18.b Executive Session 1 MRS 405(6) d- Labor Negotiations
 - 18.c Executive Session 1 MRS 405(6)a- Employment of a Public Employee

19. Adjourn



NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD

The **City Council of Biddeford** will hold a **Public Hearing** on **October 7, 2025**, at **6:00 PM** in Biddeford City Hall, Council Chambers located at 205 Main Street, Biddeford ME to discuss the following agenda items:

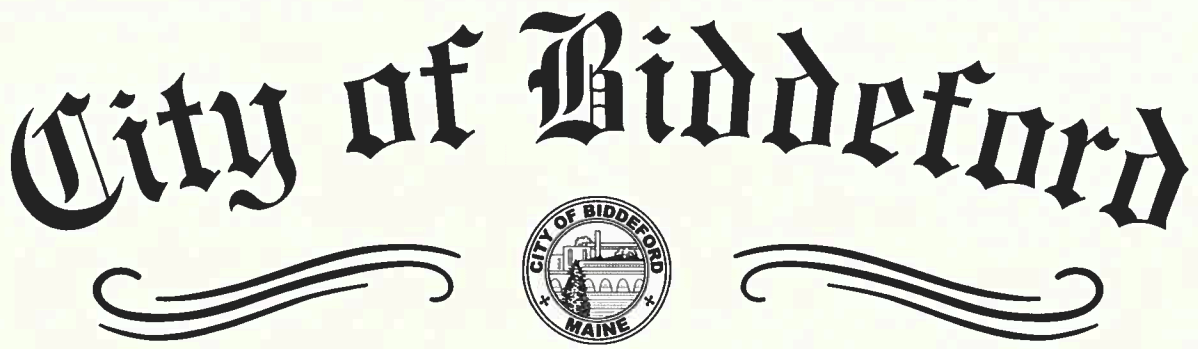
Proposed Increase to General Assistance Maximums for Fiscal Year 2026 (FY26)

The Public Hearing is being held to consider the **adoption of updated General Assistance maximums** for housing, utilities, food, and other necessities, as mandated by the Maine Department of Health and Human Services (DHHS). These maximums are updated annually to reflect changes in the cost of living and ensure adequate support is provided to individuals and families in need within our community.

The proposed maximums would take effect immediately following Council approval and would be in place for the entirety of Fiscal Year 2026.

All interested persons are encouraged to attend this Public Hearing to present comments concerning the proposed changes.

For further information or to review the proposed General Assistance maximums in detail, please contact the **General Assistance Office** at **207-284-9514** or via email at GA@biddefordmaine.org.



PROCLAMATION

October As Domestic Violence Prevention Month

WHEREAS, Domestic violence and intimate partner violence are serious and pervasive crimes that affect women, men and children of all races, ages, genders and income levels in communities across the United State every year; and

WHEREAS, domestic violence and intimate partner violence involve a pattern of behavior used to establish power and control over another person through fear and intimidation, often include physical violence or the threat of use of violence, when one person believes, they are entitled to control another; and

WHEREAS, Domestic violence can have life-long consequences for victims emotionally, spiritually, and physically; and

WHEREAS, Domestic Violence Awareness Month provides an opportunity for citizens to learn more about preventing domestic violence and to show support for both victims as well as all the organizations and individuals who provide critical advocacy, services and assistance to them; and

WHEREAS, ending domestic violence requires unwavering commitment by law enforcement, public health officials, community leaders and community members; and

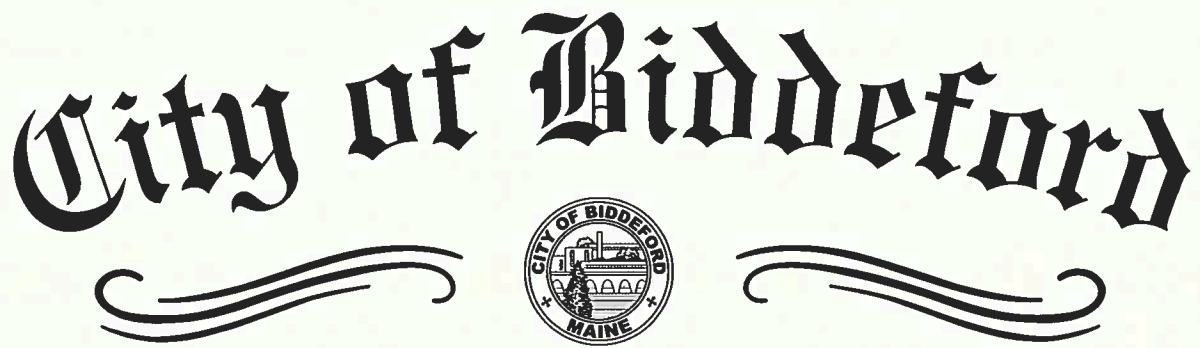
NOW THEREFORE, I, Martin Grohman, Mayor of the City of Biddeford, do hereby proclaim the month of October as Domestic Violence Awareness Month and urge our citizens to stand together to stop the cycle of domestic violence in our community.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 7th day of October 2025.*

Mayor



City Clerk



PROCLAMATION

Indigenous Peoples' Day Proclamation

Whereas, since 2019, the State of Maine has officially recognized the second Monday in October as Indigenous Peoples' Day to honor the history, culture, and contributions of Indigenous peoples and to promote awareness and appreciation for Indigenous cultures; and

Whereas, honoring Indigenous Peoples' Day acknowledges the challenges Indigenous communities have faced, and continue to face, due to colonization and systemic discrimination; and

Whereas, in Maine, we recognize and celebrate the Wabanaki Confederacy, whose rich histories and vibrant communities include the Abenaki, Maliseet, Mi'kmaq, Passamaquoddy, and Penobscot Nations; and

Whereas, we acknowledge that the land and waters in and around the City of Biddeford are part of the ancestral heritage of the Abenaki and Wabanaki peoples.

Therefore, I, Martin Grohman, Mayor of the City of Biddeford, do hereby proclaim October 11, 2025, as **Indigenous Peoples' Day** in Biddeford, and invite residents to celebrate the strength and resilience of Indigenous peoples today and every day, and to reflect on the history and heritage of our community.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 7th day of October 2025.*


Mayor



City Clerk

City of Biddeford



2025.138 IN BOARD OF CITY COUNCIL... October 7, 2025
BE IT ORDERED, that I Martin Grohman, Mayor of Biddeford, do hereby appoint:

Steve St. Cyr
As City Councilor, At-Large for
a term to expire on December 2, 2025.

Attest by: _____
Robin Patterson, City Clerk

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.

2025. 141 IN BOARD OF CITY COUNCIL... October 7, 2025

BE IT ORDERED, that I Martin Grohman, Mayor of Biddeford, do hereby appoint:

City Councilor Steve St. Cyr

To the General Assistance Fair Hearing Committee, Tri-City Transit Committee,
Recycling and Waste management Committee, and the Personnel Committee and Capital
Committee for a term to expire on December 2, 2025.

Attest by: _____
Robin Patterson, City Clerk

City of Biddeford



2025.133 IN BOARD OF CITY COUNCIL... , October 7, 2025

BE IT ORDERED, that I Martin Grohman, Mayor of Biddeford, do hereby appoint:

Mikaela Greenwald
To the Sustainability Commission
For a term to expire December 31, 2027

Brad Crickard
To the Sustainability Commission
For a term to expire December 31, 2028

Peter Harrison
Ward 1
To the Recreation Commission
For a term to expire December 31, 2028

Attest by: _____
Robin Patterson, City Clerk

Committee, Board, and Commission Application Form

Application

Name Mikaela Greenwald

Pronouns she/her/hers

Ward 5

Need to find your Ward?

[Click here to find your Ward on a map or a list of streets.](#)

(Section Break)

Which City Committee, Board or Commission do you request to be appointed to? Field not completed.

If other, please list below. Mayor's Sustainability Committee.

Why are you interested in serving the City of Biddeford? I am interested in serving the City of Biddeford because I have lived here for around two years and found great community here. I think Biddeford is a wonderful place to live and want to contribute to its continued growth. I think consideration for sustainability is of the utmost importance as well.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I have a bachelor's degree in public policy with a concentration in sustainability from the University of Maryland. I have experience in grassroots organizing around sustainability issues as well.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). I have not served on public boards but am excited to serve on a committee serving my community.

Committee, Board, and Commission Application Form

Application

Name Brad Crickard

Pronouns He/Him

Ward 6

Need to find your Ward?

[Click here to find your Ward on a map or a list of streets.](#)

(Section Break)

Which City Committee, Board or Commission do you request to be appointed to?
Sustainability Commission

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? As a relatively new member of the Biddeford community, having moved here three years ago, I am looking for a way to contribute to the advancement of the City's goals. I find that sustainability is an especially important area of focus when considering climate change, the current state of the electric grids, and the effort to bring new renewable power generation online.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. For the past 10 years I have worked in the energy industry. Following my undergraduate degree my experience was in natural gas. Most recently I have worked as a risk manager for a vertically integrated waste management company, specifically in renewable power generation supporting the waste-to-energy facilities. I feel that my background can lend insight into sustainable practices and renewable energy trends.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). I have no prior experience serving on public boards, commissions, or committees.

Committee, Board, and Commission Application Form

Application

Name Peter Harrison

Pronouns Field not completed.

Ward 1

Need to find your Ward?

Which City Committee, Board or Commission do you request to be appointed to?

Recreation Commission

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? Recreational opportunities create a means for community building, leading to the positive growth of the "spirit, mind, and body" of active participants. Championing such has been at the center of my 42 year career as an educator. In serving various communities, I have teamed with others to design, fund, and build playgrounds; direct youth summer programs; and ensure that physical education is at the core of what schools utilize in an effort to lead students, families, and staff to live healthy lifestyles.

In addition, as a relatively new member of the Biddeford, Maine community, I would like to actively contribute to the positive growth that the City is pursuing.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. Physical Education Teacher: 5 years

Director of "Little Feet Soccer Camp": 30 years.

Athletic Administrator/Student Activities Director: 5 years

Elementary School Principal: 32

Opportunity Alliance Board Member

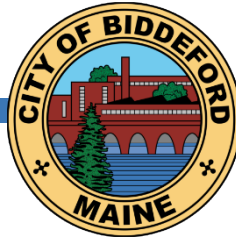
Foster Grandparents/Senior Companions Advisory Council

President of Maine Association of Health, Physical Education, Recreation, and Dance

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). (Active participation in such organizations occurred over the course of my professional career 1982-2024)

Community Based Leadership

- University of Southern Maine's School of Education and Human Development External Advisory Council
- Board of Directors: Learning Forward New England
- Board of Directors: The Opportunity Alliance (TOA)
 - o Representative: Quality Committee (TOA)
 - o Foster Grandparents-Senior Companions Advisory Council (TOA)
- Board of Directors: Peoples Regional Opportunity Program (PROP)
- Board of Directors: CASA, Inc. (Therapeutic Group Home)
- Board of Directors: University of Southern Maine Alumni Association
- President: Maine Association of Health, Physical Education, Recreation and Dance



October 7, 2025

To: Mayor Martin Grohman
President Liam LaFountain
City Councilors

From: Truc Dever, City Manager

Re: First Year Performance Goals

Dear Mayor and City Councilors:

My employment contract as Biddeford's City Manager effective August 11, 2025 states as follows:

"Within the first ninety (90) days of this Agreement, the City Manager and City Council shall mutually establish specific, measurable performance goals aligned with the City's strategic priorities. These goals shall be reviewed and updated annually and shall serve as a basis for formal performance evaluations."

I have prepared draft performance goals by strategic priorities for the Council's review and approval. These priorities were developed from a review of recent Council and Committee agenda items, meetings with department heads, and integration of the City's Comprehensive Plan.

Strategic Priority #1: City Finances

Goal 1- Work with staff to ensure FY 24 and 25 annual audits are completed and report to credit agency to re-establish City's credit rating.

Goal 2- Prepare and submit the annual municipal budget.

Goal 3- Implement and train staff on new software for Finance and Human Resources functions.

Goal 4- Provide monthly and quarterly financial reports to Council.

Goal 5- Improve systems for application, receipt, and tracking of grant awards.

Goal 6- Work to ensure utility billing is up-to-date and accurate and oversee a smooth transition to Maine Water for sewer billing.

Strategic Priority #2: Employee Recruitment and Retention

Goal 1- Reach agreement on 3-year labor contract with Police Officers

Goal 2- Conduct a comprehensive compensation and classification study of all non-union positions.

Goal 3- Improve inter-departmental communication and collaboration through the use of Microsoft Teams and other cloud-based document sharing and planning tools.

Goal 4- Explore options for additional parking, a breakroom, and improved restroom facilities for City Hall employees.

Goal 5- Conduct employee survey to assist with the development of other recruitment and retention tools.

Goal 6- Enhance employee career development, wellness, and employee appreciation programs.

Goal 7- Hold quarterly Fireside Chats for City Manager to provide information and state of the City updates to all staff and improve internal communication and information sharing.

Strategic Priority #3: Economic Development

Goal 1: Hire a new Economic Development Director.

Goal 2: Meet with local and regional partners including business owners, the Saco-Biddeford Chamber of Commerce, Southern Maine Planning and Development Commission, Southern Maine Finance Agency, and Heart of Biddeford to plan and promote sustainable growth in the region.

Strategic Priority #4: Affordable Housing

Goal 1: Work with Planning and Economic Development staff, developers, the Planning Commission, and Council to ensure progress on planned affordable housing development projects throughout the City.

Strategic Priority #5: Aging Infrastructure

Goal 1: Develop and conduct outreach and information campaign on \$20 million Combined Sewer Overflow Bond and \$6 million Recreation Bond.

Goal 2: Work with Public Works to expand capacity for the Main Street Pump Station.

Goal 3: Work with Council and community members to develop a plan for the John F. Kennedy School property.

Goal 4: Prepare and submit a 5-year capital improvement plan.

Strategic Priority #6: Homelessness

Goal 1: Present to Council proposal for Wellness on Wheels, a mobile integrated health program designed to address non-emergency behavioral health, substance abuse, and social service-related calls in the City.

City of Biddeford

City Council

September 16, 2025 at 6:00 PM

City Hall Council Chambers & Zoom

1. Roll Call

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

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

We will read 5.b now and then Councilor Ortiz will speak.

Councilor Ortiz read the Hispanic Heritage Week Proclamation.

Councilor Ortiz read her letter of resignation to the Council.

Motion by Councilor Belanger to accept her resignation.

Second: Councilor Lessard

Vote: Unanimous in favor.

4. Recognition

4.a UNE Cheer National Champions

The UNE cheer team was recognized for winning the national championship this year.

5. Proclamation

5.a September National Recovery Month

Mayor Grohman read the proclamation.

5.b Hispanic Heritage Week Proclamation

Councilor Ortiz read the proclamation.

6. Appointments

6.a 2025.128 Maine Municipal Association Voting Delegates Ballot

Motion: Councilor Emhiser to delete “Mayor Martin Grohman” and add “City Manager Truc Dever.”

Second: Councilor Whiting

Vote: Unanimous in favor.

Motion passed.

7. Public Addressing the Council

One citizen spoke requesting an SRO at the primary school for arrival and departure times.

One citizen spoke about creating a nonprofit using apple pies to raise money for the unhoused.

8. Consideration of Minutes

8.a Council Minutes 9-2-25

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

8.b Council Site Walk 9-9-25

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

9. Orders of the Day

9.a 2025.123 Eastern Fire/EMS Substation Phase 1 Update and Authorization for New Phase 1-B

Motion : Councilor Emhiser

Second: Councilor Lessard

Fire Chief Best explained the history of the site and the data he has collected for possible alternatives.

Councilor Emhiser explained how long this process has taken, the location is ideal, the lot has challenges. He asked the council to continue to push this forward in the future.

Vote: Unanimous in favor.

Motion passed.

9.b 2025.125 Approval/Purchasing Policy Amendments, Ch 2, Article V, Division 2

Motion: Councilor Emhiser

Second: Councilor Lessard

Councilor Belanger explained the work that the Policy Committee has done on this proposal, the goal is to streamline the process.

Vote: Unanimous in favor.

Motion passed.

9.c 2025.126 Approval/ Transfer of ownership of JFK School

Motion: Councilor Belanger

Second: Councilor Lessard

Public comment – one citizen asked about the insurance.

City Manager Truc Dever explained the coverage. She also pointed out the costs for utilities and the liability for the asbestos.

Councilor LaFountain requested a safety audit of the playground to see if it can be kept in use until further decisions are made about the property.

Vote: Unanimous in favor.

Motion passed.

9.d 2025.129 Resolve — Board, Committee, Commission Ordinance Template

Motion: Councilor Belanger

Second: Councilor Lessard

Councilor Lessard – motion to amend to remove section I

Second: Councilor Beaupre

After further discussion about the importance of subcommittees Councilor Lessard was willing to adjust his motion.

Councilor Lessard – motion to amend to remove “or other experts as needed”

Second: Councilor Beaupre

Public Comment: one citizen asked if it would make sense to require full membership of the committee for any votes creating subcommittees.

Vote on the amendment: 6 yeas – Councilors Lessard, Gross, Beaupre, Whiting, Emhiser and LaFountain.

1 nay – Councilor Belanger.

Amendment passed.

Vote on Resolve as amended: Unanimous in favor.

Resolve passed.

9.e 2025.132 Approve/Change of Property Tax Deadline

Motion: Councilor Whiting

Second: Councilor Belanger

Vote: 6 yeas – Councilors Belanger, Gross, Beaupre, Whiting, Emhiser and LaFountain.

1 nay – Councilor Lessard.

Motion passed.

9.f 2025.130 Approval/Date Change of November 4, 2025 Regularly Scheduled Meeting

Motion: Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

9.g 2025.131 Approval of Code of Ethics Redraft to be Sent to Policy Committee

Motion: Councilor LaFountain

Second: Councilor Beaupre

Councilors discussed the timing and if there was enough time for the Policy Committee to give this a careful review and get it back to the Council in time.

Councilor Belanger – motion to amend to delete: “for consideration no later than November 18, 2025”

Second: Councilor LaFountain

Vote on the amendment: 2 yeas – Councilors Emhiser and Belanger
5 nays – Councilors Lessard, Gross, Beaupre, Whiting and LaFountain.
Amendment failed.
Vote on the original order – Unanimous in favor.
Motion passed.

10. Public Addressing the Council

One citizen asked about the Jake Brake ordinance passed earlier this year and expressed concern for the safe operation of his trucks.

11. City Manager Report

City Manager Truc Dever praised the great job by the Public Works Department at the recent hazardous waste collection day, almost 800 people participated.

Fall Clean Up days have been scheduled and are posted on the website.

The recruitment for the Economic Development Director position is moving forward to the next stage of interviews.

The Public Works Director has submitted prices for the Hill Street fencing; it came in under the amount approved.

There will be a Town Hall on October 14th at the Community Center to discuss the upcoming bonds.

12. Committee Updates by Council

Councilor Emhiser gave an update on a residence on South Street that has not been hooked up to the system, it will be looked into.

Mayor Grohman thanked Councilor Emhiser for his years of work on this committee and the others.

13. Other Business

None

14. Council President Addressing the Council

Council President LaFountain asked for an update on the ZBA training process and details about the firm that might be selected.

15. Mayor Addressing the Council

Mayor Grohman thanked the school bus drivers for a great start to the school year.

The construction on Biddeford Primary has begun, is going well and is targeted for an April 2026 completion.

The incoming students will be in the class of 2038.

The high school is hosting Biddeford Rising this Thursday.

He will bring an appointment to Council for approval to replace Council Ortiz for the remainder of her term which expires in November 2025.

16. Executive Session

16.a Executive Session 1 MRS 405 (6) e Legal Matters

Motion to enter by Councilor Belanger at 7:58 pm

Second: Councilor Whiting

Vote: Unanimous in favor.

Motion passed.

Motion to exit by Councilor Whiting at 8:41pm

Second: Councilor Belanger

Vote: Unanimous in favor.

Motion passed.

17. Adjourn

Motion at 8:41 pm by Councilor Whiting

Second: Councilor Belanger

Meeting adjourned



City Council

Meeting Date: October 7, 2025

Meeting Time: 6:00 PM

Agenda Item No: 10.a

Item Description: 2025.125 Approval/Purchasing Policy Amendments, Ch 2, Article V, Division 2

Submitted By: Brian S. Phinney, COO, (on behalf of Council)

Key Terms:

Executive Summary:

This item is a second reading. An affirmative vote on this item amends the procurement ordinance by streamlining the process, removing duplicative steps inherent in the procurement process, updating approval authority and approval thresholds, and creating a new procurement section that defines the recent "city as general contractor" approval and reporting process. The proposed amendments improve operational and administrative efficiencies while establishing reasonable and appropriate reporting requirements. If the second reading passes, the ordinance change will be effective in 30 days.

Detailed Review:

The Policy Committee began a comprehensive review of the City's procurement ordinance in [June 2025](#). Additional review was conducted at the [July 2025](#) meeting with work finalized at the [August 2025](#) regular meeting. Hyperlinks to the meetings are provided by clicking on the referenced meeting date. The intent of the review is to streamline the process, remove duplicative steps inherent in the procurement process, update approval authority and approval thresholds, and create a new procurement process that defines the recent "city as general contractor" approval and reporting process.

A redline version of the recommended amendments is provided as Attachment 1. Key changes include:

- Sec 2-344 - clarification related to state and federal grant language placing the obligation for certifications on contractors.
- Sec. 2-345 - a definition has been added to define "covered by budgeted amount".
- Sec. 2-346 and Sec. 2-347 - references to the position of "purchasing agent" have been

deleted as this position does not exist.

- Sec. 2-347 - school department references have been deleted.
- Sec. 2-248 - includes changes to approval authorities and thresholds. Currently, purchases in excess of \$5,000 must be approved by the Finance Committee and purchases in excess of \$50,000 must be approved by Finance and Council. The amended structure establishes department, city manager, Finance Committee, and City Council approval thresholds. Procurement within the defined authorizations requires approval by the defined authority, eliminating the need for multiple approvals. The thresholds are:
 - Department - <\$5,000
 - City Manager - >\$5,000 to <\$50,000
 - Finance Committee - >=\$50,000 to \$150,000
 - City Council - >\$150,000
 - There is a caveat for the city manager's approvals; if the procurement is the lowest bid, the bid meets all specifications, and is less than the budget amount, the city manager may approve the procurement and report approvals to the Finance Committee. If the procurement is not the lowest bid, does not meet specifications or exceeds the budgeted amount, the item must go to the Finance Committee for approval.
- Sec. 2-349 - the language has been amended to be consistent with Sec. 2-348.
- Sec. 2-350 - the language has been amended to be consistent with Sec. 2-348.
- Sec. 2-351 - the section has been amended to clarify that small purchases are those that are less than \$5,000 in aggregate to prevent approval of, for example, a three year contract in the amount of \$12,000 being approved under the \$5,000 threshold due to the annualized budget amount.
- Sec. 2-352 - establishes the new "city and general contractor" provisions for projects valued at less than \$1,500,000. The section establishes the initial approval process, the ability for the respective department to rely on previously approved time and materials-based contracts to develop project cost estimates, and creates a post-project reporting structure to demonstrate internal compliance with the policy and financial approvals.
- Sec. 2-353 - the section has been amended to include a formal reporting element associated with emergency purchases.
- Sec. 2-355 - the section has been amended to increase the threshold for an assigned project manager from \$35,000 to \$50,000.
- Sec. 2-357 - the section has been amended to provide clarification on reductions in required contractor bonds. The amended language contemplates a potential reduction in performance, payment, or bid bonds in terms of "risk to the city" vs "in the best interest of the city".
- Sec. 2-361 - the section has been amended to codify the Finance Committee's access to the city's financial software for oversight and review.
- Sec. 2-362 and Sec 2-363 - the sections have been amended to assign responsibility for monitoring and making payments to the Finance Director rather than the Treasurer.

- Sec. 2-363 - the section has been amended to clarify that the City Manager may approve expenditures that exceed a department's budget. Such approvals must be reported to the Finance Committee.

The City Council voted affirmatively to approve the amendments at the [September 16, 2025](#), regular meeting. This constituted the first reading of the item.

Funding Source:

N/A

Staff Recommendation:

Staff supports the proposed amendments and recommends adoption as proposed. The amendments will streamline the procurement process and improve efficiencies while establishing reasonable and appropriate reporting requirements.

Next Steps:

If approved, this will constitute the second reading. Assuming an approval occurs, the ordinance amendments will be effective after 30 days. Within the 30 day window, internal communications will be prepared to ensure staff members are informed of the amended procurement process in preparation for full implementation upon the effective date of the amendments.

Attachments:

1. 2025.125 Code of Ordinances, Part II, Chapter 2, Article V, Dv 2- Procurement 2nd

City of Biddeford

The seal of the City of Biddeford, Maine, is circular. It features a central illustration of a ship on the water, with a lighthouse on the shore. The words "CITY OF BIDDEFORD" are inscribed around the top inner edge, and "MAINE" is at the bottom. There are small stars on either side of the word "MAINE".

2025.125 **IN BOARD OF CITY COUNCIL... September 16, 2025**
BE IT ORDERED, that the Code of Ordinances, Part II, Chapter 2, Article V, Div. 2 –
Procurement, be amended by adding or deleting text as referenced in Attachment 1.

September 16, 2025
Motion: Councilor Emhiser
Second: Councilor Lessard
Vote: Unanimous in favor.
Motion passed.

October 7, 2025

Attest by: _____

Part II Code of Ordinances

Chapter 2 – Administration

Article V – Finance

Division 2 – Procurement

Sec. 2-343. Purpose. [Ord. of 4-21-1998(2)]

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

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

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

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

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

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

submission of equivalent products.

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

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

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

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

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

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

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

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

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

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

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

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

(1) The responsibility of department heads regarding procurement shall be as follows:

- (a) Development of specifications for supplies, services or construction shall be the responsibility of department heads. ~~Any specifications to be included in an invitation for competitive sealed bids or proposals shall be submitted to the Purchasing Agent.~~
- (b) Procuring the highest quality item(s) for a specified use at the lowest possible expense is required by all department heads, or their delegates who have authority to purchase.

- (c) Department heads are required to control, supervise and maintain any necessary inventories in a storeroom. Such storerooms shall serve as the receiving and distribution points for materials purchased by a using department.

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

- (d) Local purchasing is encouraged where competitive market prices exist except when Section ~~2-352-235(f)~~ and Section ~~2-353-336~~ apply. Local purchasing is required unless non-local purchasing is more cost effective. The following factors shall be considered to determine cost effectiveness:
 - a. Price;
 - b. Comparable quality;
 - c. Cost/ability to secure prices;
 - d. Shipping and handling cost;
 - e. Convenience of follow-up service;
 - f. Time to secure the supply, item or service.
 - (e) Inspection of incoming materials or services shall be performed for compliance with specifications. These inspections are to be maintained under rigorous review by department heads and their authorized designees. The receiving report copy of the purchase order and any packing slips are to be completed and returned to the Finance Department upon acceptance of an order.
 - (f) ~~Unless otherwise provided, the single purchase of a supply or construction item in an amount estimated at \$5,000 or above shall be made only by written contract award through the formal bidding procedure. No supply, service or construction generally purchased in the whole shall be purchased as a sum of the parts for the purpose of avoiding the requirement to solicit bids. A single purchase of services in an amount estimated at \$10,000 shall be made only by written contract award through the appropriate proposal procedure.~~ Sole source purchases and emergency purchases shall be exceptions to these rules. [Amended 11-1-2011 by Ord. No. 2011.71]
- (2) ~~Appointment, a~~ Authority and duties of Finance Director as Purchasing Agent:
- (a) ~~The City Manager shall appoint a candidate for Purchasing Agent, who will be confirmed by the City Council.~~
 - (b)(a) The authority and duties of the Purchasing Agent shall be as follows:
 - 1. Except as may be otherwise provided, the Purchasing Agent shall serve as the principal purchasing official for the City, and shall be responsible for the procurement of supplies, services and construction in accordance with this article, as well as the management and disposal of supplies.

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

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

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

bids prior to the time set for the bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- (1) The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (2) The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent.
- (g) The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the Finance Director and the ~~average variance~~ such bid does not exceed ~~such funds by more than~~ 10% of the available funds, the ~~Purchasing Agent~~ department head in conjunction with the Finance Director ~~authorized to~~ may negotiate a reduction in the total bid amount ~~an adjustment of the bid price with the low responsive and responsible bidder in order to bring the bid within the amount of available funds. Any such negotiations negotiated adjustment shall be limited to be based only upon eliminating independent deductive items specified in the bid solicitation invitation for bids. When Once finalized by the Finance Director:~~
- (1) ~~by the Purchasing Agent, bid~~ Bid results greater than \$5,000 and less than \$50,000 ~~that are both the lowest bid, meet all bid specifications and is within covered by the budgeted amount can be approved by the City Manager and awarding of the contract to the successful bidder. These awards shall results will be reported monthly to the City Council and/or the Finance Committee on a monthly basis.~~
 - (2) ~~Bid results greater than \$5,000 Bids less than \$150,000 and Bidbid results less than and less than \$50,000 and over the budgeted amount or that are not the lowest bid or exceeds the budgeted amount and meets all bid specifications will~~ shall be submitted to the Finance Committee for review and approval prior to award.
 - (3) All bids over \$50,000 and up to \$150,000 regardless of budget status or bid ranking shall be submitted to the Finance Committee for review and approval prior to award.
 - ~~(3)(4) of the City Council for acceptance and awarding of the contract to the successful bidder. Contracts or bids exceeding that exceed \$50,000 \$150,000 require approval shall be approved by the City Council prior to awards signing and executing said contract without the necessity of Finance Committee review.~~
 - ~~(4)(5)~~ (5) Contracts based on units of measure and unit pricing where the total number of units is not specified shall be calculated using a best estimate methodology or prior history to determine the estimated contract value. Approval of such contracts shall be managed under the approval criteria listed above based on the total estimated value. [Amended 11-1-2011 by Ord. No. 2011.71; 4-16-2019 by Ord. No. 2019.30]

- (h) When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

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

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

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

- (a) For the purpose of procuring professional services such as auditing, accounting, banking, computer or information processing, architect, engineering, land surveying, clergy, medical, veterinary or dental; the department of the City requiring such services may procure them through a request for bid, request for proposal, or request for qualifications on its own behalf, ~~following notification of the Purchasing Agent and~~ in accordance with the selection

procedures specified in this section.

- (b) Except as provided under the provisions for sole source procurement and emergency procurements, professional services as described in Subsection (a) of this section shall be procured as follows when soliciting via a request for qualifications:
 - (1) Persons engaged in providing the described professional services may submit statements of qualifications and expressions of interest in providing such professional services. The department of the City using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.
 - (2) Adequate notice of the need for such services shall be given by the City department requiring the services through a request for services. The request for ~~proposals~~ qualifications shall describe the service required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.
- (c) Sealed proposals shall be required with the exception of interest rate quotations for loans which may be received by telephone or facsimile.
- (d) Discussions may be conducted with any offeror who has submitted a proposal to determine such offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.
- (e) Awards shall be ~~made to the offeror determined in writing~~ recommended by the head of the City department procuring the required professional services to be best qualified based on evaluation factors set forth in the request for proposals, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated with the selected offeror. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offer or offerors, in the order of their respected qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable. Awarding of contracts shall be consistent with Section ~~2-337(g)~~ 2-348(g).

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

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

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

- (a) A contract may be awarded without competition when the ~~City Manager~~ Finance Committee determines ~~in writing, after conducting a good faith review of available sources,~~ that there is

only one source for the required supply, service or construction item based upon review of the rationale and supporting documentation, if applicable. The City Manager with the appropriate department head or designee shall conduct negotiations, as appropriate, as to price, delivery and terms. ~~A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract and the identification number of each contract file~~ Award of sole source contracts shall be in accordance with Sec. 2-348(g).

(b) When the City or one or more of its Departments, as approved by the City Council, acts as the General Contractor for a construction project with the stated purpose of reducing overall project costs through internal coordination and oversight, the following procedure must be followed. Projects under this section may not exceed \$1,500,000.00

(1) Prior to Council approval, a written project plan shall be submitted to the City Council. This plan shall include:

- i. Department Head or other city official designated to be the Project Manager.
- ii. A cost estimate for materials, subcontracted services, and equipment rentals;
- iii. An estimate of internal labor hours, including the Department's role or expected involvement in the project;
- iv. Identification of anticipated funding sources;
- v. A summary of procurement deviations requested, including any expected sole-source or negotiated purchases;
- vi. An explanation of how City-led management is expected to yield cost savings or operational benefits.

(2) The City Manager must review and approve the project plan prior to its submission to the City Council for consideration. The City Manager shall verify that the plan is complete, to include but not be limited to the requirements of subsection (b)(1)(i-vi) of this section and that the internal capacity and oversight mechanisms are sufficient to support the proposed project approach.

(3) For projects approved by the City Council under this section, negotiated procurement is authorized in the approved plan:

- i. The Project Manager is authorized to negotiate purchases for goods or services of the project costs based on preapproved time and material price schedules or other approvals obtained in accordance with this Division and does not require additional approval from the Finance Committee or City Council. These purchases are exempt from the tiered review thresholds set by Section 2-348(g).
- ii. Purchases of goods or services that exceed the estimated project costs shall remain subject to the requirements of the tiered review thresholds established under Section 2-348(g) unless the City Council explicitly exempts such purchases through its project approval vote.

(4) When contracts are awarded under the sole source procurement provisions of subsection (a) or when projects are approved under subsection (b), a written report shall be submitted by the project manager or appropriate department head to the Finance Committee within 60 days of project completion. The report shall include:

- i. A description of the procurement or project and the justification for sole source or negotiated procurement.
- ii. A summary of all contracts executed including vendor names amounts and terms.
- iii. A comparison of final expenditures to original estimates and approved budget allocations.
- iv. Identification of any deviations from the approved project plan or procurement procedures with explanations.
- v. Such reports shall be maintained by the finance department as part of the permanent public record and shall be available for audit and public inspection.

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

Notwithstanding any other provision of this article, the City Manager may make or authorize others to make emergency procurements of supplies, services or construction items when there exists a threat to public health, welfare or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written explanation of the nature of the emergency, the goods or services procured, the procurement method used, and the total cost shall be submitted to the Finance Committee at the next scheduled meeting following the procurement. This report shall be entered into the public record and include certification by the Finance Director verifying the availability and source of funds.

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

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

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

The City Manager shall designate the official(s) to be responsible for any construction project in excess of ~~\$35,000~~\$50,000. ~~The designated official shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the designated official shall consider the City's requirements, its resources and the potential contractor's capabilities. The designated official shall execute, and include in the contract file a written statement setting forth the facts which led to the selection of a particular~~

~~method of construction contracting management for each project.~~

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

- (a) Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the designated official for construction contracting management to exceed \$50,000. Bid security shall be a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the Finance Director. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$50,000 when the circumstances warrant.
- (b) Bid security shall be in an amount equal to at least 5% of the amount of the bid.
- (c) When the invitation for bids requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply only in a nonsubstantial manner with the security requirements.
- (d) If a bidder is permitted to withdraw a bid before award as provided in Section ~~2-336(f)~~ 2-348(f), no action shall be taken against the bidder or the bid security.

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

- (a) When a construction contract is awarded in excess of \$50,000, the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract:
 - (1) A performance bond satisfactory to the Finance Director executed by a surety company authorized to do business in Maine or otherwise secured in a manner satisfactory to the City Manager and Finance Director in an amount equal to 100% of the price specified in the contract; and
 - (2) A payment bond satisfactory to the Finance Director executed by a surety company authorized to do business in the state or otherwise secured in a manner satisfactory to the City Manager and Finance Director for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in the amount equal to 100% of the price specified in the contract.
- (b) After notice to ~~approval by the City Manager~~ approval by the City Manager awarding authority, defined under Sec. 2-348(g), at the time of approval by the respective department, ~~the Purchasing Agent may reduce~~ the amount of performance and payment bonds may be reduced by the awarding authority to 50% of the contract price for each bond when a written determination is provided in the approval documentation that demonstrates to the awarding authority that such a reduction ~~made that it does not result in undue risk to is in the best interests of the City to do so.~~
- (c) Nothing in this section shall be construed to limit the authority of the City to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Subsection (a) of this section. Nor shall this section be construed to limit the authority of the City to require warranties or guarantees against defects where circumstances recommend them.

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

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

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

- (a) Brand name or equal specification may be used when the Purchasing Agent determines in writing that:
 - (1) No other design or performance specification or qualified products list is available;
 - (2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (3) The nature of the product or the nature of the City's requirements makes use of a brand name or equal specification suitable for procurement; or
 - (4) Use of a brand name or equal specification is in the City's best interest.
- (b) Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as or equal references and shall further state that substantially equivalent products to those designated will be considered for award.
- (c) Where brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

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

- (a) Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Agent makes a written determination that only the identified brand name item or items will satisfy the City's needs.
- (b) The department head shall provide sufficient information to the Purchasing Agent ~~shall seek~~ to identify sources from which the designated brand name item(s) can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section ~~2-3402-~~352.

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

The Finance Committee may examine every bill, claim and demand presented for payment by any person or department official and may question its legality and validity. ~~The Finance Committee shall sign a warrant or order directed to the City Treasurer to pay such bill, claim or demand and designate the fund or appropriation to be charged therewith in accordance with the Charter. To support its oversight and review responsibilities, the Finance Committee shall be provided read-only access to the city's financial software system (for instance Munis or any current equivalent). This access shall include all expenses, revenues, encumbrances, and financial activity as well as line-item budgeted amounts. Information shall be provided in a format that enables the Committee to evaluate all financial activity whether or not previously budgeted relative to the appropriations~~

approved by the City Council in the adopted budget. The Finance Committee shall also have oversight responsibility to ensure that all expenditures budgeted or unbudgeted are properly recorded, tracked, and documented in the city's financial system. Discrepancies, omissions, and material concerns related to financial data integrity or unauthorized spending shall be documented and reported to the City Council and City Manager for corrective action.

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

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

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

- (a) The ~~Treasurer~~Finance Director is expressly enjoined and forbidden to pay any bill contracted by any official, agent or employee of the City unless an approved invoice~~purchase order form~~ is attached to each bill presented for payment.
- (b) The ~~Treasurer~~Finance Director is expressly forbidden to honor or pay any warrant drawn for the payment of moneys from the City treasury when the appropriation of the department to which such payment would properly be charged has been fully expended, or when such payment would overdraw such department's appropriation without approval of the City Manager who will then report such overages to the Finance Committee.



City Council

Meeting Date: October 7, 2025
Meeting Time: 6:00 PM
Agenda Item No: 11.a
Item Description: 2025.136 Approval GA maximums
Submitted By: Jacob Hammer, General Assistance Supervisor

Key Terms:

General assistance program- a service administered by a municipality for the immediate aid of persons who are unable to provide the basic necessities essential to maintain themselves or their families. A general assistance program provides a specific amount and type of aid for defined needs during a limited period of time and is not intended to be a continuing "grant-in-aid" or "categorical" welfare program. This definition shall not in any way lessen the responsibility of each municipality to provide general assistance to a person each time that the person has need and is found to be otherwise eligible to receive general assistance. TITLE 22 §4301

Maximum Levels of Assistance - The amount of financial assistance for a commodity or service as established in Ordinance § 6.8 or the actual cost of any such basic necessity, whichever is less.

Housing Maximums - The maximum levels of housing assistance have been derived either from a locally accomplished fair market rental survey or the fair market rental values developed by the U.S. Department of Housing and Urban Development (HUD). The maximum levels of housing derived from HUD are values made effective as of every October 1, and adjusted to disregard the current and averaged utility allowances as developed by the Maine State Housing Authority.

Fair Market Survey - a municipality-conducted study of current, local rental housing costs—based on representative data sources, standardized methods, and transparent documentation used to establish reasonable and adequate housing maximums for General Assistance in compliance with Maine law.

Executive Summary:

Each October, municipalities are required to adopt updated maximum levels of General Assistance (GA) benefits, as established by the State of Maine. These maximums apply both to the overall level of assistance and to specific categories such as housing, food, and other basic necessities.

The City Council must determine whether to adopt the State's published maximums or to establish alternative local maximums for certain categories. Historically, Biddeford has adopted the State maximums. However, last year, Council requested that staff conduct a fair market survey to assess whether state housing and maximums adequately reflect local market conditions.

Staff have completed this survey, and the results are included in this agenda item. Based on these findings, Council is asked to consider whether to continue with the State-provided maximums or to adopt in-house adjustments for housing and food assistance to better align with Biddeford's market realities.

Repeal of last year's Maximum Levels of Assistance (Appendices A-H of the General Assistance Ordinance) and Approval of the updated GA maximums is required to ensure the City remains in compliance with State law and that residents have access to the assistance levels established for FY 2026.

Detailed Review:

1. Background

Each October, municipalities must adopt updated maximum levels of General Assistance (GA). These include an overall household maximum and category-specific maximums (housing, food, utilities, etc.). For FY 2026 (Oct 1, 2025 – Sept 30, 2026), the State has published York County HMFA maximums. The City Council must vote whether to adopt these State maximums or to establish in-house adjusted maximums. Last year, Council directed staff to conduct a **fair market survey** of local housing and food costs. The housing survey results are presented below.

2. Regional Context

The City of Saco and **Town of Old Orchard Beach** both adopt **Portland's maximums** yearly, rather than the State's York County figures. This sets a regional precedent for adjusting upward where State maximums may be insufficient. Portland maximums are typically higher than York County's, especially for housing.

3. FY 2026 York County (State) Housing Maximums vs Local Survey

Unit Size	York County FY 26 Max (Heated)	Portland Max (FY 26)	Biddeford Survey Avg
Studio	\$1,257	\$1,496	\$1,340
1 BR	\$1,420	\$1,698	\$1,713
2 BR	\$1,751	\$2,185	\$1,997
3 BR	\$2,316	\$2,767	\$2,362
4 BR	\$2,550	\$3,393	\$2,796

Key Findings:

Across all unit sizes, Biddeford's average rents are **above York County's maximums**. Compared to the survey results, York County suggested numbers are not significantly off. Additionally, the numbers provided by the state for use are not based on average incomes. They are based on HUD's fair market rents (40th percentile) adjusted to disregard utility allowances formulated by Maine State Housing Authority.

4. Fiscal Considerations

Any upward adjustment increases the City's gross GA expenditures. The State currently reimburses **70%** of eligible GA costs, so the local share of increases would be 30%. An increase was added to the Health & Welfare GA Client Rent Expense Increase budget (21125-60731) for FY 26 and, as such, should absorb increased expenses.

Additionally, for the Seeds of Hope overnight program, reimbursement for eligible bed nights will increase regardless of Council decision. Currently, \$39 per unit of eligible bed nights is reimbursable at 70% (the City pays \$50 per unit) through the GA program. With approval of the DHHS suggested numbers, \$41.90 per eligible bed night would become reimbursable at 70%. If the Council wished to explore adopting the Portland maximums, the reimbursable portion per unit would be \$49.80.

Funding Source:

GA related expenses come from budget account 21125.

Staff Recommendation:

Staff recommends that the City Council repeal the current Maximum Levels of Assistance (Appendices A-H of the GA Ordinance) and approve the adoption of the York County General Assistance maximums for Fiscal Year 2026 as established by the Maine Department of Health and Human Services.

Staff recommends adoption of the York County General Assistance maximums for FY26 because they strike an appropriate balance between aligning with actual housing costs and ensuring the sustainability of the program. While the local housing survey conducted by staff indicated that average rents in our community were higher than the countywide maximums, the difference was not substantial enough to justify deviating from the state-established figures.

It is also important to note that General Assistance maximums influence the rental market in our community. Some building owners set their rental rates at or near the GA maximums. Increasing these maximums above the county level could have the unintended consequence of artificially raising the rental floor in our community, ultimately driving up housing costs for all residents.

Next Steps:

1. Approval of the Order at hand will require a Second Reading.
2. Upon Approval of the Order and signing of the attached DHHS Appendices Adoption Form by the Municipal Officers, Staff will update the maximums with DHHS and this GA office will be compliant with the annual process for updating GA maximums.

Attachments:

1. FY26 GA Maximums Adoption Council Order
2. 25-26 GA Maximum Reference Sheet - York County
3. 2025 GA Appendices Adoption Form
4. 2025 GA Maximums - Appendix A
5. 2025 GA Maximums - Appendix B
6. 2025 GA Maximums - Appendix C
7. 2025 GA Maximums - Appendix D, E, & F & Summary Sheet
8. 2025 GA Maximums - Appendix G
9. 2025 GA Maximums - Appendix H

City of Biddeford



2025.136 IN BOARD OF CITY COUNCIL... OCTOBER 7TH 2025
BE IT ORDERED, that the City Council of the City of Biddeford hereby repeals
Appendices A-H of the City of Biddeford General Assistance Ordinance and replaces
them with the updated FY 25-26 Appendices A-H as provided by the State of Maine
Department of Health and Human Services.

Attest by: _____

General Assistance Maximums Reference Sheet-York County HMFA

SFY 2026: Oct 1, 2025-Sept 30, 2026

OVERALL MAXIMUMS (A)				
Persons in Household				
1	2	3	4	5
\$1,278	\$1,443	\$1,778	\$2,347	\$2,589
Household of 6 =				\$2,664
*Note: Add \$75 for each additional person.				

HOUSING MAXIMUMS (C)				
	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	\$264	\$1,134	\$292	\$1,257
1	\$293	\$1,261	\$330	\$1,420
2	\$360	\$1,547	\$407	\$1,751
3	\$481	\$2,069	\$539	\$2,316
4	\$524	\$2,251	\$593	\$2,550
Recovery Residence			\$247.50	\$1,065.00
26+ rooms			\$173.25	\$745.50

FOOD MAXIMUMS (B)			
Persons	Weekly	Monthly	
1	\$69.30	\$298.00	
2	\$126.98	\$546.00	
3	\$182.56	\$785.00	
4	\$231.16	\$994.00	
5	\$275.12	\$1,183.00	
6	\$330.47	\$1,421.00	
7	\$365.35	\$1,571.00	
8	\$416.05	\$1,789.00	
Note: For each additional person add \$218 per month.			

FUNERAL MAXIMUMS (H)	
Burial	\$1,620
Additional costs that may be allowed:	
* A cremation lot in the least expensive section of the cemetery.	
* Urn, not to exceed \$55.	
* Transportation costs at a reasonable rate per mile.	
Cremation	\$1,125
Additional costs that may be allowed:	
* Wholesale cost of cement liner, if required.	
* Opening and closing of gravesite.	
* A lot in the least expensive section of the cemetery unless they can provide a lot in a municipally owned cemetery.	

ELECTRIC (D)					
Without electric heat/hot water			WITH electric heat/hot water		
# in HH	Weekly	Monthly	# in HH	Weekly	Monthly
1	\$19.95	\$85.50	1	\$29.63	\$127.00
2	\$22.52	\$96.50	2	\$34.07	\$146.00
3	\$24.97	\$107.00	3	\$39.67	\$170.00
4	\$27.53	\$118.00	4	\$46.32	\$198.50
5	\$29.88	\$128.50	5	\$55.65	\$238.50
6	\$32.55	\$139.50	6	\$58.68	\$251.50
For each additional person, add \$10.50/mo			For each additional person, add \$14.50/mo		
NOTE: For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is not automatically entitled to the “maximums” established applicants must demonstrate need. 1) Electricity Maximums for Households Without Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses excluding electric hot water and heat:			2) Electricity Maximums for Households with Electrically Heated Hot Water: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses excluding heat:		
HEATING FUEL (E)			NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.		
Month	Gallons				
January	225				
February	225				
March	125				
April	125				
May	50				
June - August	0				
September	50				
October	100				
November	200				
December	200				

PERSONAL CARE & HOUSEHOLD SUPPLIES (F)		
# in HH	Weekly	Monthly
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00
For each additional person add \$1.25/wk or \$5 per month		
Mileage Rate (G)		\$.54 per mile

SUPPLEMENTS FOR HOUSEHOLDS WITH CHILDREN UNDER 5 (F)		
# of Children	Weekly	Monthly
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00
When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, & shampoo, up to the following amounts:		

GA Hotline: 1-800-442-6003, option 2 then 1

Revised 09/04/2025

MUNICIPALITY OF _____
GENERAL ASSISTANCE ORDINANCE

Pursuant to 22 M.R.S. § 4305(1), the municipal officers of the Municipality of _____, after notice and hearing, hereby amend the municipal General Assistance Ordinance by repealing and replacing appendices A through H of the existing ordinance with the attached appendices A through H, which shall be in effect from October 1, 202__ through September 30, 202__. This amendment will be filed with the Maine Department of Health & Human Services (DHHS) pursuant to 22 M.R.S. § 4305(4), and a copy of the ordinance and amended appendices shall be available for public inspection at the municipal office along with a copy of the 22 M.R.S. chapter 1161.

Signed this _____ day of _____, 20__, by the municipal officers:

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

[Please send a copy of the enactment page only to DHHS, 109 Capitol Street, SHS 11, Augusta, ME 04330-0011]

2025-2026 GA Overall Maximums

Metropolitan Areas

Persons in Household					
COUNTY	1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	1,137	1,225	1,566	2,008	2,401
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	1,317	1,463	1,920	2,410	2,934
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	988	1,093	1,395	1,829	2,030
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	923	968	1,271	1,601	1,895
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,517	1,721	2,212	2,798	3,429
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	1,141	1,285	1,579	2,212	2,651

Appendix A
Effective: 10/01/25-09/30/26

COUNTY	1	2	3	4	5*
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	1,278	1,443	1,778	2,347	2,586
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1,487	1,681	2,168	2,807	3,641

*Note: Add \$75 for each additional person.

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	803	871	1,085	1,486	1,569
Franklin County	842	936	1,228	1,621	1,816
Hancock County	1,139	1,140	1,349	1,787	1,791
Kennebec County	985	991	1,276	1,599	1,913
Knox County	972	987	1,200	1,597	1,780
Lincoln County	1,190	1,213	1,375	1,807	2,217
Oxford County	937	942	1,223	1,623	2,024
Piscataquis County	848	943	1,236	1,489	1,738
Somerset County	932	1,002	1,177	1,532	1,661
Waldo County	1,117	1,123	1,347	1,734	2,284
Washington County	871	875	1,136	1,582	1,695

* Please Note: Add \$75 for each additional person.

Appendix B

Effective: 10/01/25 to 09/30/26

2025-2026 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the [U.S.D.A. Thrifty Food Plan](#). As of October 1, 2025, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	69.30	298.00
2	126.98	546.00
3	182.56	785.00
4	231.16	994.00
5	275.12	1,183.00
6	330.47	1,421.00
7	365.35	1,571.00
8	416.05	1,789.00

Note: For each additional person add \$218 per month.

2025-2026 GA Housing Maximums (Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! ONLY consider adopting the following numbers if these figures are consistent with local rent values. If not, a market survey should be conducted, and the figures altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (See Instruction Memo for further guidance.)**

Non-Metropolitan FMR Areas

Aroostook County				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	149	640	181	779
1	155	667	196	844
2	192	826	245	1,054
3	273	1,174	338	1,451
4	278	1,196	356	1,529
Franklin County				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	158	679	190	818
1	170	732	211	909
2	225	969	278	1,197
3	304	1,309	369	1,586
4	336	1,443	413	1,776
Hancock County				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	231	995	260	1,118
1	231	995	260	1,118
2	260	1,118	307	1,322
3	351	1,509	408	1,756
4	351	1,509	408	1,756
Kennebec County				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	196	841	224	964
1	196	841	225	968
2	243	1,045	291	1,249
3	307	1,321	365	1,568
4	367	1,578	437	1,877

Non-Metropolitan FMR Areas

<u>Knox County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	192	828	221	951
1	192	828	224	964
2	225	969	273	1,173
3	307	1,319	364	1,566
4	336	1,445	406	1,744
<u>Lincoln County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	243	1,046	272	1,169
1	243	1,046	277	1,190
2	266	1,144	314	1,348
3	356	1,529	413	1,776
4	438	1,882	507	2,181
<u>Oxford County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	184	793	213	916
1	184	793	214	919
2	231	992	278	1,196
3	313	1,345	370	1,592
4	393	1,689	462	1,988
<u>Piscataquis County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	159	685	192	824
1	172	739	213	916
2	227	977	280	1,205
3	274	1,177	338	1,454
4	317	1,365	395	1,698
<u>Somerset County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	183	788	212	911
1	191	820	228	979
2	220	946	267	1,150
3	292	1,254	349	1,501
4	308	1,326	378	1,625

Non-Metropolitan FMR Areas

<u>Waldo County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	226	973	255	1,096
1	226	973	256	1,100
2	260	1,116	307	1,320
3	339	1,456	396	1,703
4	453	1,949	523	2,248

<u>Washington County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	169	727	198	850
1	169	727	198	852
2	210	905	258	1,109
3	303	1,305	361	1,551
4	316	1,360	386	1,659

Metropolitan FMR Areas

<u>Bangor HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	231	993	260	1,116
1	243	1,043	280	1,202
2	310	1,335	358	1,539
3	402	1,730	460	1,977
4	481	2,066	550	2,365

<u>Cumberland Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	273	1,173	301	1,296
1	298	1,281	335	1,440
2	393	1,689	440	1,893
3	496	2,132	553	2,379
4	604	2,599	674	2,898

<u>Lewiston/Auburn MSA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	196	844	225	967
1	212	911	249	1,070
2	271	1,164	318	1,368
3	361	1,551	418	1,798
4	394	1,695	464	1,994

Metropolitan FMR Areas

<u>Penobscot Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	181	779	210	902
1	183	786	220	945
2	242	1,040	289	1,244
3	308	1,323	365	1,570
4	363	1,560	432	1,859
<u>Portland HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	319	1,373	348	1,496
1	358	1,539	395	1,698
2	461	1,981	508	2,185
3	586	2,520	644	2,767
4	720	3,094	789	3,393
<u>Sagadahoc Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	232	997	261	1,120
1	256	1,103	293	1,262
2	313	1,348	361	1,552
3	450	1,934	507	2,181
4	539	2,316	608	2,615
<u>York Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	264	1,134	292	1,257
1	293	1,261	330	1,420
2	360	1,547	407	1,751
3	481	2,069	539	2,316
4	524	2,251	593	2,550
<u>York/Kittery/S. Berwick HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	312	1,343	341	1,466
1	349	1,499	386	1,658
2	450	1,937	498	2,141
3	588	2,529	646	2,776
4	769	3,306	838	3,605

2025-2026 GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from **October 1, 2025 to September 30, 2026.**

APPENDIX A - OVERALL MAXIMUMS

<u>County</u>	<u>Persons in Household</u>					
	1	2	3	4	5	6
NOTE: For each additional person add \$75 per month. (The applicable figures from Appendix A, <i>once adopted</i>, should be inserted here.)						

APPENDIX B - FOOD MAXIMUMS

<u>Number in Household</u>	<u>Weekly Maximum</u>	<u>Monthly Maximum</u>
1	\$ 69.30	\$ 298.00
2	126.98	546.00
3	182.56	785.00
4	231.16	994.00
5	275.12	1,183.00
6	330.47	1,421.00
7	365.35	1,517.00
8	416.05	1,789.00
NOTE: For each additional person add \$218 per month.		

APPENDIX C - HOUSING MAXIMUMS

<u>Number of Bedrooms</u>	<u>Unheated</u>		<u>Heated</u>	
	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>
0				
1				
2				
3				
4				
(The applicable figures from Appendix C, <i>once adopted</i>, should be inserted here.)				

FOR MUNICIPAL USE ONLY

APPENDIX D - UTILITIES

ELECTRIC

NOTE: For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is *not automatically* entitled to the “maximums” established—applicants must demonstrate need.

1) **Electricity Maximums for Households Without Electric Hot Water:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$19.95	\$ 85.50
2	\$22.52	\$ 96.50
3	\$24.97	\$107.00
4	\$27.53	\$118.00
5	\$29.88	\$128.50
6	\$32.55	\$139.50

NOTE: For each additional person add \$10.50 per month.

2) **Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$29.63	\$127.00
2	\$34.07	\$146.00
3	\$39.67	\$170.00
4	\$46.32	\$198.50
5	\$55.65	\$238.50
6	\$58.68	\$251.50

NOTE: For each additional person add \$14.50 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

APPENDIX E - HEATING FUEL

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

FOR MUNICIPAL USE ONLY

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

FOR MUNICIPAL USE ONLY

2025-2026 Mileage Rate

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Comptroller. The current rate for approved employment and necessary medical travel etc. is 54 cents (54¢) per mile.

Please refer to the Office of the State Controller for changes to this rate at 626-8420 or visit <https://www.maine.gov/osc/travel/mileage-other-info>.

Funeral Maximums

Burial Maximums

The maximum amount of general assistance granted for the purpose of burial is **\$1,620**. The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

Cremation Maximums

The maximum amount of assistance granted for a cremation shall be **\$1,125**.

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary

Appendix H

Effective: 10/01/25-9/30/26

- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.



City Council

Meeting Date: October 7, 2025

Meeting Time: 6:00 PM

Agenda Item 11.b

No:

Item 2025.121 Approval / Award Lead Hazard Reduction Project – 100 Graham

Description: Street

Submitted By: Jessica Wilson, Community Development & Grants Manager

Key Terms:

HUD: US Department of Housing & Urban Development; IFB: Invitation for Bid

Executive Summary:

Housing Office staff recommends the award of IFB# 2025-09-02-01-LEAD, for required hazard-reduction work at 100 Graham Street, be made to contractor Sanderson Painting in the amount of \$76,250 from the City's Lead Hazard Reduction and Healthy Homes Grant. Three contractors submitted with Sanderson Painting's being the lowest bid, which is within the 15% threshold of the City's cost estimate. Investment in this property not only addresses health/safety hazards, but it also helps assure that one of the units in this building is available to a household at no more than 50% of the area median income (AMI) and the other one is available to a household at no more than 80% AMI for three years following the project's completion.

Detailed Review:

This 3-unit property has been under an order to abate since May 2022 and was inspected for lead and other health/safety hazards in October 2024. All three units are eligible for lead abatement.

There are significant amounts of interior lead hazards which will be abated utilizing a combination of methods such as encapsulation, scrape and paint, and remove and replace. The hazards were found on windows, doors, baseboards throughout each room in each unit. The work scope for the exterior lead hazards includes encapsulation/enclosure of porch window sills, door thresholds, ceiling, and vinyl. The non-lead work includes installation of fire alarms, bathroom ceiling fans, replacement of interior doors, windows, and repair of kitchen and bathroom ceilings. Three contractors attended the pre-bid walkthrough with all three submitting bids. The winning contractor, whose work is well known to the Housing Rehab

Programs, expects to begin the project upon award of bid. Work is projected to begin upon award of bid. Contractor has satisfactorily performed this work for the City's Housing Rehab Programs and is a firm in good standing with the Maine Department of Environmental Protection and the federal government, as confirmed by a check of the System for Award Management (sam.gov) on 9/2/25.

Funding Source:

\$53,150 from the HUD Lead Hazard Reduction Grant to be billed to 32612-71407.

\$23,100 from the HUD Healthy Homes Grant to be billed to 32593-71402.

Staff Recommendation:

Award the bid for the project at 100 Graham Street to Sanderson Painting in the amount of \$76,250.

Next Steps:

Upon Reward, Housing Office staff will initiate the required HUD contract paperwork and loan documents as well as schedule the contractor to begin the work. Once the work is completed, the Rehab Coordinator will complete a final inspection prior to final payments and Lead Safe Certificate being issued.

Attachments:

1. 2025.121 ORDER--LEAD BID AWARD 100 GRAHAM ST (4) (2) (2)
2. Bid Summary--100 Graham St (3)

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 a small boat 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.

2025.121

IN BOARD OF CITY COUNCIL... October 7, 2025

BE IT ORDERED, that the award for the HUD Lead Hazard Reduction & Healthy Homes project at 100 Graham Street, as detailed in IFB# 2025-09-02-01-LEAD, be awarded to Maine-licensed abatement contractor Sanderson Painting in the amount of \$76,250.00.

Attest by: _____

Bid results: 100 Graham St Lead and HH

9/2/2025 14:00

100 Graham St Bid Results Bid # 2025-09-02-01-LEAD

Number of Units: 3
Bid Notice Date 8/19/2025
Bid Open Date 9/2/25 at 2:00pm
Bid Open Attendees: Jessica Wilson, Nan Whitten

Scope of work	ICE	RC Group	Ray Corp	Sanderson Painting
Heathly Homes	\$23,675	\$21,650	\$30,300	\$23,100
Lead Work	\$81,250	\$66,320	\$79,500	\$53,150.00
start date		1 wk from signed contract	25-Oct-25	20-Aug-25
Duration		15 days	11 weeks	
Total Price	\$104,925	\$87,970	\$109,800	\$76,250



City Council

Meeting Date: October 7, 2025
Meeting Time: 6:00 PM
Agenda Item No: 11.c
Item Description: 2025.122 Order Bid Approval-Lead Hazard Reduction 78 Prospect Street
Submitted By: Jessica Wilson

Key Terms:

HUD: US Department of Housing & Urban Development; IFB: Invitation for Bid# 2025-09-02-02-LEAD

Executive Summary:

78 Prospect Street is a 3-unit Building. Housing Office staff recommends the award of IFB# 2025-09-02-02-LEAD, for required hazard-reduction work at 78 Prospect St, be made to contractor Ray Corporation in the amount of \$78,400.00 from the City's Lead Hazard Reduction and Healthy Homes Grant. Ray Corp submitted the lowest bid within 15% of the City's cost estimate. Investment in this property not only addresses health/safety hazards, but it also helps assure one of the units in this building is available to a household at no more than 50% of the area median income (AMI) and the other is available to a household at no more than 80% AMI for three years following the project's completion.

Detailed Review:

This 3-unit property was inspected for lead and other health/safety hazards in October 15, 2024. All units are eligible for lead abatement. Three contractors attended the pre-bid walk through and two submitted bids. Many of the interior lead hazards will be encapsulated with a lead-blocking compound and cleaned of lead dust while some rooms include components that will be scraped and painted. The work scope for the exterior involves door and window replacements and porch repair. The contractor, whose work is well known to the Housing Rehab Programs, expects to begin the project in November and finish in four weeks. The work is projected to begin November 2025 and conclude in seven weeks. Contractor has satisfactorily performed this work for the City's Housing Rehab Programs and is a firm in good standing with the Maine Department of Environmental Protection and the federal government, as confirmed by a check of the System for Award Management (sam.gov) on 6/30/25.

Funding Source:

This project is 100% funded by the City's HUD Lead Hazard Reduction & Healthy Homes Grant

Staff Recommendation:

Housing Office staff recommends awarding the bid for the project at 78 Prospect Street to Ray Corp for \$78,400.00

Next Steps:

Upon award, Housing Office staff will initiate the required HUD contract paperwork and loan documents as well as schedule the contractor to begin the work. Once the work is completed, the Rehab Coordinator will complete a final inspection prior to final payments and Lead Safe Certificate being issued.

Attachments:

1. 2025.122 ORDER--LEAD BID AWARD 78 PROSPECT ST (1) (3)
2. Bid Summary--78 PROSPECT ST -1 (1)

City of Biddeford



2025.122

IN BOARD OF CITY COUNCIL... October 7, 2025

BE IT ORDERED, that the award for the HUD Lead Hazard Reduction & Healthy Homes project at 78 Prospect Street, as detailed in IFB# 2025-09-02-02-LEAD, be awarded to Maine-licensed abatement contractor Ray Corporation in the amount of \$78,400.00.

Funded by the Biddeford Lead Based Paint Hazard Reduction Program, MELHB0788-22
32594/71402

Attest by: _____

Bid results: 78 Prospect St Lead and HH

9/2/2025 14:00

78 Prospect St Bid Results Bid # 2025-09-02-01-LEAD

Number of Units: 3
Bid Notice Date 8/19/2025
Bid Open Date 9/2/25 at 2:00pm
Bid Open Attendees: Jessica Wilson, Nan Whitten

Scope of work	ICE	Ray Corp	Kennebec Abatement	
Heathly Homes	\$38,650		\$38,700	\$24,000
Lead Work	\$41,900		\$39,700	\$23,850
start date			1-Oct-25	6-Oct-25
Duration		7 wks	4 wks	
Total Price	\$80,550		\$78,400	\$47,850



City Council

Meeting Date: October 7, 2025

Meeting Time: 6:00 PM

Agenda Item No: 11.d

Item Description: 2025.134 Order Bid Approval—Lead Hazard Reduction at 74 Summer Street

Submitted By: Jessica Wilson

Key Terms:

HUD: US Department of Housing & Urban Development; IFB: Invitation for Bid# 2025-15-02-LEAD

Executive Summary:

Housing Office staff recommends the award of IFB# 2025-07-15-02-LEAD, for required hazard-reduction work at 74 Summer St, be made to contractor Ray Corporation in the amount of \$51,500.00 from the City's Lead Hazard Reduction and Healthy Homes Grant. RayCorp submitted the lowest bid. The city negotiated the price down by \$1,600.00 in the Healthy Homes scope of work to meet the grant funding allowance. Investment in this property not only addresses health/safety hazards, but it also helps assure one of the units in this building is available to a household at no more than 50% of the area median income (AMI) and the other is available to a household at no more than 80% AMI for three years following the project's completion.

Detailed Review:

This 2-unit property at 74 Summer Street was inspected for lead and other health/safety hazards in November 2024. Both units are eligible for lead abatement. Three contractors attended the pre-bid walk-through. Many of the interior lead hazards will be encapsulated with a lead-blocking compound and cleaned of lead dust, while some rooms include components that will be removed and disposed of. The work scope for the exterior is minor and involves window replacement. The owner is working with the Historical Preservation Committee for the appropriateness of the windows. The contractor, whose work is well known to the Housing Rehab Programs, expects to begin in November and finish in 4 weeks. The work is projected to begin November 2025 and conclude in four weeks. Contractor has satisfactorily performed this work for the City's Housing Rehab Programs and is a firm in good standing with the Maine Department of Environmental Protection and the federal government, as confirmed

by a check of the System for Award Management (sam.gov) on 6/30/25.

Funding Source:

This project is 100% funded by the City's HUD Lead Hazard Reduction & Healthy Homes Grant.

Staff Recommendation:

Housing Office staff recommends awarding the bid for the project at 74 Summer St to RayCorp for \$51,500.00

Next Steps:

Upon Reward, Housing Office staff will initiate the required HUD contract paperwork and loan documents as well as schedule the contractor to begin the work. Once the work is completed the Rehab Coordinator will complete a final inspection prior to final payments and Lead Safe Certificate being issued.

Attachments:

1. 2025.134 ORDER--LEAD BID AWARD 74 SUMMER ST
2. Bid Summary--74 SUMMER ST - 1 (1)

City of Biddeford



2025.134

IN BOARD OF CITY COUNCIL... October 7, 2025

BE IT ORDERED, that the award for the HUD Lead Hazard Reduction & Healthy Homes project at 74 Summer Street, as detailed in IFB# 2025-07-15-02-LEAD, be awarded to Maine-licensed abatement contractor Ray Corporation in the amount of \$51,500.00. The city negotiated the price down \$1600.00 in the Healthy Homes scope of work to meet the grant funding allowance.

Funded by the Biddeford Lead Based Paint Hazard Reduction Program, MELHB0788-22 32594/71402

Attest by: _____

BID RESULTS	74 Summer Street
DATE	TIME
ADDRESS AND BID NUMBER	

Number of Units: 2
Bid Notice Date 6/24/2025
Bid Open Date 9/10/2025
Bid Open Attendees: Jessica Wilson; Nan Whitten

Scope of work	ICE	RAY CORP w/demo	RAY CORP w/drywall
Heathly Homes		\$21,600	\$21,600
Apt 1		\$28,500	\$39,700
Apt 2		\$3,000	\$3,000.00
Total Price	\$0	\$53,100	\$64,300

START DATE	November 2025	November 2025
DURATION	5 weeks	7 weeks



City Council

Meeting October 7, 2025

Date:

Meeting 6:00 PM

Time:

Agenda 11.e

Item No:

Item 2025.127 Approval/Amend Part II Code of Ordinances, Chapter 2, Art IV - Fire

Description: Advisory Committee, Police Advisory Committee, Public Safety Advisory Committee

Submitted Brian S. Phinney, COO (on behalf of the Policy Committee)

By:

Key Terms:

Executive Summary:

The Policy Committee is in the process of reviewing ordinance provisions governing the structure, membership, and responsibilities of various boards, committees, and commissions to ensure consistency and clarity within the City's Code of Ordinances. As part of this effort, the Committee reviewed the Police Advisory Committee and Fire Advisory Committee ordinances and considered a proposal to establish a consolidated Public Safety Advisory Committee.

While the City Charter requires the continuation of both the Police Advisory Committee and Fire Advisory Committee, the proposed amendments to Chapter 2, Article IV retain these committees while also creating a new Public Safety Advisory Committee. The amendments are formatted in alignment with the standardized ordinance template recently adopted under Resolve 2025.19. The Public Safety Advisory Committee will be composed of members from both advisory committees, along with a council representative and a student member, and will provide a structured forum for communication between the Police and Fire Departments and the community.

The Policy Committee voted to forward the final draft ordinance amendments to the City

Council for review and adoption, with all revisions presented in redlined format for clarity.

Detailed Review:

The Policy Committee has been reviewing the various ordinance sections referencing the organization and structure of the boards/committees/commissions (member make-up, ordinance structure, and responsibilities) in order to streamline the Code of Ordinances, provide consistency for readers, and evaluate and address potential conflicts, ambiguities, and inconsistencies.

The Policy Committee specifically reviewed the Police Advisory Committee and Fire Advisory Committee ordinances as well as a proposal to combine the two committees into the Public Safety Advisory Committee at its [June 23rd](#), [July 28th](#), and [August 25th](#) regular meetings.

The City Charter requires the establishment of both the Police Advisory Committee and the Fire Advisory Committee. As such, the amendments to Chapter 2, Article IV of the Code of Ordinances retain the enabling provisions for both the Fire Advisory (Attachment 1) and Police Advisory Committee (Attachment 2) and create a new Public Safety Advisory Committee (Attachment 3). The amendments to the Fire Advisory Committee and Police Advisory Committee sections of the ordinance and the draft Public Safety Advisory Committee are formatted to align with the recently adopted Board/Committee/Commission ordinance template, see [Resolve 2025.19](#).

The Policy Committee voted to forward the final version of the amendments to City Council for review and adoption. The amendments are provided in redlined format with additions shown and underlined text and deletions shown in strikeout format. The Public Safety Advisory Committee is composed of members of the Police Advisory Committee, Fire Advisory Committee, a council representative, and a student member. The Public Safety Advisory Committee, as proposed, serves to provide an organized forum for two-way communication between the Biddeford Police Department, the Biddeford Fire Department and the community.

Please note that the highlighted text in Sec 2-337(1) reflects a formatting correction identified after the Policy Committee moved the item to Council. The correction deletes the work "Commission" and replaces it with "PSAC" for consistency.

Funding Source:

N/A

Staff Recommendation:

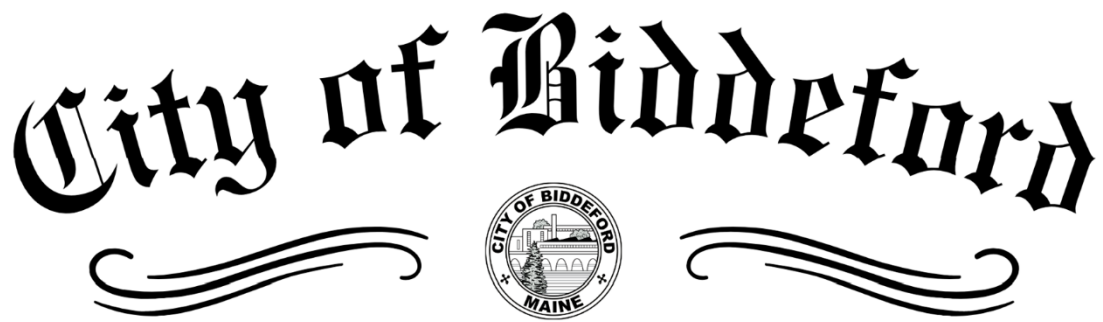
Staff supports the work of the Policy Committee to standardize the ordinance format and the concept of combining the Fire Advisory Committee and Police Advisory Committee into the Public Safety Advisory Committee.

Next Steps:

If the City Council supports the amendments, the item will require two readings, with the final version becoming effective 30 days after the date of the second reading. The City Council may amend the current drafts, adopt the amendments as presented, or take no action.

Attachments:

1. 20251007 2025.127 Amend Chapter 2, Art IV - Boards, Committees, Commissions, Div 11, Div 12, Div 17 - ORDER
2. 20250916 Attachment 1 - Amend Chapter 2, Art IV, Div 11 Fire Advisory Committee - REDLINE
3. 20250916 Attachment 2 - Amend Chapter 2, Art IV, Div 12 Police Advisory Committee - REDLINE
4. 20251007 Attachment 3 - Amend Chapter 2 Art IV, Add Div 17 - Public Safety Advisory Committee - REDLINE



2025.127

IN BOARD OF CITY COUNCIL...October 7, 2025

BE IT ORDERED, that the Code of Ordinances, Chapter 2, Article IV – *Boards, Committees, Commissions*, be amended by adding or deleting text as referenced in Attachments 1 – 3, specific to Div 11 – Fire Advisory Committee, Div 12 – Police Advisory Committee, and Div 17 – Public Safety Advisory Committee.

Attest by: _____

Sec. 2-315. Authority or Establishment. The City of Biddeford Fire Advisory Committee (hereafter the "BFAC"), is hereby created.

~~There is hereby created and established the Biddeford Fire Advisory Committee, herein after BFAC, comprised of five members and a member of the Biddeford Fire Department to serve as an ex-officio member. All members shall be citizens and reside within the corporate limits of the City of Biddeford, with the exception of the ex-officio member who may reside outside of the City. In appointing members to the BFAC, the Mayor and City Council shall seek to appoint members from a cross section of all citizens. The BFAC is established under the authority of the Biddeford City Council and shall serve under the directive of the City Council.~~

Sec. 2-316. ~~Purpose;~~Duties and Responsibilities. The BFAC shall have the following duties and responsibilities:

BFAC members shall serve as representatives of the fire service on the Public Safety Advisory Committee.

- ~~(a) The purpose of the Committee is to provide an organized forum for two-way communication between the Biddeford Fire Department and the community.~~
- ~~(b) Responsibilities shall include:~~
 - ~~(1) Where appropriate, make recommendations to the City Council and Fire Department on substantive issues, with the goal of improved fire services. For the purpose of this division, "substantive issues" are defined as matters of major or practical importance to all concerned. It shall not include personnel issues involving individual members or officers of the Fire Department or daily fire operations and implementation.~~
 - ~~(2) Assist in identifying potential Fire Department community partnerships to address public safety related issues within the community.~~
 - ~~(3) Identify community resources and support for public safety activities (such as parking and traffic); and give input to the City Council and the Fire Department regarding perceived effectiveness.~~
 - ~~(4) Receive information and comments from citizens at the Committee's open and public meeting forum regarding public safety issues.~~
 - ~~(5) Make reports to the City Council at such times as may be requested by the City Council or as the BFAC determines is necessary.~~

Sec. 2-317. Membership.

- ~~1. Members shall be appointed by the Mayor and confirmed by a majority of the City Council for staggered three-year terms. All subsequent appointments, except to fill a vacancy, shall be for three-year terms. A vacancy is created upon the death or written resignation to the BFAC Chair, or upon the vote of the City Council to remove a member. Members of the Committee shall serve~~

~~without pay and at the discretion of the City Council. The Biddeford Fire Chief, or his designee, shall serve as the administrator, advisor and ex officio member, and shall provide assistance to the BFAC. The BFAC shall consist of three (3) members, two (2) voting members and one (1) associate member. Each member shall be nominated by the Mayor and confirmed by the City Council. All current members shall have a term of office expiring no later than December 31, 2025. The Mayor shall have the discretion of appointing members and associate members to the BFAC for shorter terms in order to accomplish of staggered three year terms.~~

2. Associate members may be made voting members of the BFAC upon the absence, vacancy, retirement or nonappointment of a voting member. The chairperson shall appoint a nonvoting member as a voting member for any absence. All other appointments shall be made in accordance with the City Charter, Article II, Sec 2(a) – Appointment of Citizens.
3. All members of the BFAC shall be registered voters and residents of the City of Biddeford.
4. Members of the BFAC shall reflect as much as possible several geographic areas of the City and shall have diverse professional or employment backgrounds. This is to ensure as much as possible that the interests of the City and applicants are fairly and reasonably represented.

Sec. 2-318. ~~Organization of Committee~~Vacancies, Removal from Office, Committee Officers, Staff, Meetings, Authority to Establish Subcommittees, and Conflicts. ~~The rules and procedures governing these sections shall be in accordance with the corresponding section in Div 17 – Public Safety Advisory Committee.~~

- ~~(a) The Mayor shall appoint a Chair and a Vice Chair. The Chair shall serve a two-year term. A quorum shall consist of three members. The Chair shall be counted in determining a quorum~~
- ~~(b) and shall have one vote.~~
- ~~(c) The Vice Chair shall serve a two-year term. The Vice Chair shall serve as Chair upon the death or resignation of the Chair, or upon the office of the Chair becoming vacant. The Vice Chair shall discharge the powers of the office of the Chair at any meeting at which the Chair is absent. The Vice Chair shall be counted in determining a quorum and shall have one vote.~~
- ~~(d) The ex officio member of the BFAC is a nonvoting member and shall serve in an advisory capacity.~~
- ~~(e) The duties of a secretary responsible for recording meeting minutes shall be rotated sequentially among the Committee's membership for each meeting. The Chair shall be excluded from this responsibility. A roster for secretarial duties shall be established by the Committee.~~
- ~~(f) A quorum consisting of three members shall be necessary to take any BFAC action authorized or required by this division. An issue shall carry by a majority of those voting.~~
- ~~(g) Notice of any expired terms and/or vacancies shall be given to the public. The Mayor shall nominate and the City Council shall confirm all appointments to fill expired terms and/or vacancies. The City Council may remove any member for misconduct or nonperformance of duty.~~
- ~~(h) The BFAC may adopt and amend from time to time rules to govern the conduct of its~~

~~administrative business, consistent with the provisions of this division.~~

Sec. 2-319. Meetings(Reserved).

- ~~(a) Meetings of the Biddeford Fire Advisory Committee shall be established by the BFAC. Meetings shall be held at the Biddeford City Hall or at a suitable municipal public location. Prior notice of any change in meeting date, time or place shall be provided to all members, the public, and the administrative staff 48 hours in advance of said meeting.~~
- ~~(b) All regularly scheduled and special meetings shall have an agenda approved by the Chair.~~

Part II Code of Ordinances
Chapter 2 – Administration
Article IV – Boards, Committees, Commissions
Division 12 – Police Advisory Committee

Sec. 2-320. Authority or Establishment. ~~[Amended 12-15-2020 by Ord. No. 2020.84]~~ The City of Biddeford Police Advisory Committee hereafter the "BPAC", is hereby created.

~~There is hereby created and established the Biddeford Police Advisory Committee, hereinafter BPAC, comprised of five members and a member of the Biddeford Police Department to serve as an ex-officio member. All members shall be citizens and reside within the corporate limits of the City of Biddeford, except the ex-officio member who may reside outside of the City. In appointing members to the BPAC, the Mayor and City Council shall seek to appoint members from a cross section of all citizens, taking into consideration the person's expertise, background and other relevant experiences. The BPAC is established under the authority of the Biddeford City Council and shall serve under the directive of the City Council.~~

Sec. 2-321. Purpose; Duties and Responsibilities. The BPAC shall have the following duties and responsibilities:

BPAC members shall serve as representatives of the police service on the Public Safety Advisory Committee.

~~(a) — The purpose of the Committee is to provide an organized forum for two-way communication between the Biddeford Police Department, and the community.~~

~~(b) Responsibilities shall include:~~

~~(1) — When appropriate, make recommendations to the Police Department on matters, with a goal of enhancing police-community relations. These recommendations shall not include personnel matters involving individual members or officers of the Police Department, or matters that deal with daily police operational enforcement, and implementation strategies. [Amended 12-15-2020 by Ord. No. 2020.84]~~

~~(2) — Assist in identifying potential Police Department community partnerships that focus or address public safety matters within the community. [Amended 12-15-2020 by Ord. No. 2020.84]~~

~~(3) — Identify community resources and support for public safety activities. [Amended 12-15-2020 by Ord. No. 2020.84]~~

~~(4) — Receive information and comments from citizens at the Committee's open and public meeting forum regarding public safety issues.~~

~~(5) Make reports to the City Council and/or Police Chief at such times as may be requested by the City Council, Police Chief or as the BPAC determines is necessary. Make reports to the City Council at such times as may be requested by the City Council. [Amended 12-15-2020 by Ord. No. 2020.84]~~

Sec. 2-322. Membership.

1. Members shall be appointed by the Mayor and confirmed by a majority of the City

~~Council for staggered three-year terms. All subsequent appointments, except to fill a vacancy, shall be for three-year terms. A vacancy is created upon the death or written resignation to the BPAC or upon the vote of the City Council to remove a member. Members of the Committee shall serve without pay and at the discretion of the City Council. The Biddeford Police Chief, or his designee, shall serve as the administrator, advisor and ex officio member, and shall provide assistance to the BPAC. The BPAC shall consist of three (3) members, two (2) voting members and one (1) associate member. Each member shall be nominated by the Mayor, confirmed by the City Council. All current members shall have a term of office expiring no later than December 31, 2025. The Mayor shall have the discretion of appointing members and associate members to the BPAC for shorter terms in order to accomplish staggered three year terms.~~

2. Associate members may be made voting members of the BPAC upon the absence, vacancy, retirement or nonappointment of a voting member. The chairperson shall appoint a nonvoting member as a voting member for any absence. All other appointments shall be made in accordance with the City Charter, Article II, Sec 2(a) – Appointment of Citizens.
3. All members of the BPAC shall be registered voters and residents of the City of Biddeford.
4. Members of the BPAC shall reflect as much as possible several geographic areas of the City, and shall have diverse professional or employment backgrounds. This is to ensure as much as possible that the interests of the City and applicants are fairly and reasonably represented.

Sec. 2-323. ~~Organization of Committee. Vacancies, Removal from Office, Committee Officers, Staff, Meetings, Authority to Establish Subcommittees, and Conflicts.~~ The rules and procedures governing these sections shall be in accordance with the corresponding section in Div 17 - Public Safety Advisory Committee.

~~(a) — The Mayor shall appoint a Chair and a Vice Chair. The Chair shall serve a two-year term. A quorum shall consist of three members. The Chair shall be counted in determining a quorum and shall have one vote.~~

~~(b) — The Vice Chair shall serve a two-year term. The Vice Chair shall serve as Chair upon the death or resignation of the Chair, or upon the office of the Chair becoming vacant. The Vice Chair shall discharge the powers of the office of the Chair at any meeting at which the Chair is absent. The Vice Chair shall be counted in determining a quorum and shall have one vote.~~

~~(c) — The ex officio members of the BPAC is a nonvoting member and shall serve in an advisory capacity.~~

~~(d) — The duties of a secretary responsible for recording meeting minutes shall be rotated sequentially among the Committee's membership for each meeting. The Chair shall be excluded from this responsibility. A roster for secretarial duties shall be established by the Committee.~~

~~(e) — A quorum consisting of three members shall be necessary to take any BPAC action authorized or required by this article. An issue shall carry by a majority of those voting.~~

~~(f) — Notice of any expired terms and/or vacancies shall be given to the public. The Mayor shall nominate and the City Council shall confirm all appointments to fill expired terms and/or vacancies. The City Council may remove any member for misconduct or nonperformance of duty.~~

~~(g) The BPAC may adopt and amend from time to time rules to govern the conduct of its administrative business, consistent with the provisions of this division.~~

Sec. 2-324. Meetings.[\(Reserved\)](#)

~~(a) — Meetings of the Biddeford Police Advisory Committee shall be at the call of the Chair, and established by the BPAC. Meetings shall be held at the Biddeford City Hall or at a suitable municipal public location. Prior notice of any change in meeting date, time or place shall be provided to all members, the public, and the administrative staff 48 hours in advance of said meeting. [Amended 12-15-2020 by Ord. No. 2020.84]~~

~~(b) All regularly scheduled and special meetings shall have an agenda approved by the Chair.~~

Division 17 – Public Safety Advisory Committee

Sec. 2-337.33. Authority or Establishment. The City of Biddeford Public Safety Advisory Committee (hereafter the "PSAC", is hereby created.

Sec. 2-337.34. Duties and responsibilities. The PSAC shall have the following duties and responsibilities:

1. The duty of the Committee is to provide an organized forum for two-way communication between the Biddeford Police Department, the Biddeford Fire Department and the community.
2. Responsibilities shall include:
 - a. When appropriate, make recommendations to the Police and Fire Department on matters, with a goal of enhancing police/fire-community relations. These recommendations shall not include personnel matters involving individual members or officers of either the Police or Fire Departments, or matters that deal with daily police or fire operational enforcement, fire prevention, and their implementation strategies.
 - b. Assist in identifying potential Police/Fire Department community partnerships that focus or address public safety matters within the community.
 - c. Identify community resources and support for public safety activities.
 - d. Receive information and comments from citizens at the Committee's open and public meeting forum regarding public safety issues.
 - e. Make reports to the City Council and/or Police Chief or Fire Chief at such times as may be requested by the City Council, Police Chief, Fire Chief or as the PSAC determines is necessary. Make reports to the City Council at such times as may be requested by the City Council.

Sec. 2-337.35. Membership.

1. The PSAC shall consist of eight members. Five (5) shall be voting members consisting of the two (2) Fire Advisory Committee voting members, the two (2) Police Advisory Committee voting members, and one (1) City Council representative. Three (3) shall be nonvoting members comprised of the associate members of the Police and Fire Advisory Committees and one (1) nonvoting student representative. The purpose of the student representative is to provide youth insight and civic engagement opportunities for students. The student member shall not be counted toward a quorum and shall not be eligible for appointment as a voting member. Each member shall be nominated by the Mayor and confirmed by the City Council. All current appointments shall have a term expiring December 31, 2025. The Mayor shall have the discretion of appointing members and associate members to the PSAC with shorter terms in order to accomplish staggered three year terms.
2. Associate members may be made voting members of the PSAC upon the absence, vacancy, retirement or nonappointment of a voting member. The chairperson shall appoint a nonvoting member as a voting member for any absence. All other appointments shall be made in accordance with the City Charter, Article II, Sec 2(a) – Appointment of Citizens.

3. All members of the PSAC shall be registered voters and residents of the City of Biddeford except for the student representative who shall be a resident of Biddeford and currently enrolled at Biddeford High School.
4. Members of the PSAC shall reflect as much as possible several geographic areas of the City, and shall have diverse professional or employment backgrounds. This is to ensure as much as possible that the interests of the City and applicants are fairly and reasonably represented.

Sec. 2-337.36. Vacancies. In the event a member resigns or ceases to serve for any reason, the Mayor shall nominate with confirmation by the City Council a new member to serve for the remainder of the unexpired term.

Sec. 2-337.37. Removal from Office.

1. Members of the PSAC may be removed from office by the municipal officers for the following reasons:
 - a. A member is no longer a resident of the City of Biddeford; or
 - b. A member is absent from three consecutive regular PSAC meetings without being excused by the Chairperson; or
 - c. A member is absent from six meetings or workshops of the PSAC without being excused by the Chairperson; or
 - d. A member conducts themselves in a manner that is inconsistent with the Code of Ethics (Chapter 2, Article I, Sec 2-3), or their official position of the PSAC, i.e. consistent conflicts of interest or unprofessional behavior toward applicants, City employees, or members of the public at the discretion of the Chairperson.
 - e. A member is an elected official and resigns or no longer serves as a city councilor provided however they may be subsequently appointed as a voting member or associate member under Sec. 2-337.36 if so qualified.
2. Removal action may be initiated by the Mayor, a member of the City Council or the Chairperson of the PSAC. A letter shall be submitted to the municipal officers stating the reasons for the removal request, which shall be considered by the municipal officers within 30 days.
3. The PSAC member in question shall be provided a copy of the letter and shall be given the opportunity to appear before the municipal officers in public or in executive session at the discretion of the members in question.

Sec. 2-337.38. Public Safety Advisory Committee Officers.

1. A Chairperson shall be appointed by the Mayor and confirmed by the Council each January after a general municipal election unless required sooner by Charter or ordinance. The PSAC shall elect from its voting membership the following officer:

Vice Chairperson;
2. Elected officers shall be responsible for the following:
 - a. Chairperson shall conduct meetings, schedule and announce meetings, and sign official correspondence for the PSAC.
 - b. Vice Chairperson acts in place of the Chairperson when they are absent or required to leave the Chair because of conflict and acts as Chair for special subcommittees of

the PSAC as needed.

Sec. 2-337.39. Staff. The Biddeford Police Chief and Fire Chief or designees, shall serve as the administrators, advisors and ex officio members, and shall provide assistance to the PSAC.

Sec. 2-337.40. Meetings.

1. The PSAC shall conduct monthly meetings, or at least regular scheduled meetings during a calendar year subject to actionable items. Meetings shall convene at a regular date and time as determined by a vote of the PSAC at its first scheduled meeting. Meetings may be rescheduled, cancelled or moved at the discretion of the Chairperson with due public notice.
2. Upon a motion by a member of the PSAC the Chairperson may call for special meetings and workshops as needed.
3. All meetings of the PSAC shall be noticed and open to the public except as otherwise authorized under Maine's Freedom of Access Act. Materials and records of the meetings shall be maintained and available for public inspection.
4. PSAC meetings shall be called to order when a quorum of the voting members is present. For this purpose, a quorum shall be a majority of the voting members. When a regular member of the PSAC is unable to serve because of conflict of interest, incapacity, absence or lack of confirmed appointment to fill a permanent vacancy, an associate member shall be designated to vote by the Chairperson.

Sec. 2-337.41. Authority to Establish Subcommittees.

1. The Commission may from time to time establish subcommittees composed of such persons as the Commission shall desire, comprising current members of the Commission, or other experts as needed, to provide advice and counsel on matters as defined by the PSAC.
2. All subcommittees shall provide notice of meetings, conduct such meetings in public, and be bound by the same rules as the PSAC.
3. All subcommittees shall be advisory. Any recommendations requiring action or adoption shall be presented to the full PSAC for review and adoption.

Sec. 2-337.42. Conflicts. Any questions raised by any interested party of whether a particular issue involves a conflict of interest sufficient to disqualify a member from voting shall be decided by a majority of the members present except for the member who is being challenged.

Sec. 2-337.43 through Sec. 2-337.50 (Reserved)

Sec. 2-315. Authority or Establishment. The City of Biddeford Fire Advisory Committee (hereafter the "BFAC"), is hereby created.

~~There is hereby created and established the Biddeford Fire Advisory Committee, herein after BFAC, comprised of five members and a member of the Biddeford Fire Department to serve as an ex-officio member. All members shall be citizens and reside within the corporate limits of the City of Biddeford, with the exception of the ex-officio member who may reside outside of the City. In appointing members to the BFAC, the Mayor and City Council shall seek to appoint members from a cross section of all citizens. The BFAC is established under the authority of the Biddeford City Council and shall serve under the directive of the City Council.~~

Sec. 2-316. ~~Purpose;~~Duties and Responsibilities. The BFAC shall have the following duties and responsibilities:

BFAC members shall serve as representatives of the fire service on the Public Safety Advisory Committee.

- ~~(a) The purpose of the Committee is to provide an organized forum for two-way communication between the Biddeford Fire Department and the community.~~
- ~~(b) Responsibilities shall include:~~
 - ~~(1) Where appropriate, make recommendations to the City Council and Fire Department on substantive issues, with the goal of improved fire services. For the purpose of this division, "substantive issues" are defined as matters of major or practical importance to all concerned. It shall not include personnel issues involving individual members or officers of the Fire Department or daily fire operations and implementation.~~
 - ~~(2) Assist in identifying potential Fire Department community partnerships to address public safety related issues within the community.~~
 - ~~(3) Identify community resources and support for public safety activities (such as parking and traffic); and give input to the City Council and the Fire Department regarding perceived effectiveness.~~
 - ~~(4) Receive information and comments from citizens at the Committee's open and public meeting forum regarding public safety issues.~~
 - ~~(5) Make reports to the City Council at such times as may be requested by the City Council or as the BFAC determines is necessary.~~

Sec. 2-317. Membership.

1. Members shall be appointed by the Mayor and confirmed by a majority of the City Council for staggered three-year terms. All subsequent appointments, except to fill a vacancy, shall be for three-year terms. A vacancy is created upon the death or written resignation to the BFAC Chair, or upon the vote of the City Council to remove a member. Members of the Committee shall serve

~~without pay and at the discretion of the City Council. The Biddeford Fire Chief, or his designee, shall serve as the administrator, advisor and ex officio member, and shall provide assistance to the BFAC. The BFAC shall consist of three (3) members, two (2) voting members and one (1) associate member. Each member shall be nominated by the Mayor and confirmed by the City Council. All current members shall have a term of office expiring no later than December 31, 2025. The Mayor shall have the discretion of appointing members and associate members to the BFAC for shorter terms in order to accomplish of staggered three year terms.~~

2. Associate members may be made voting members of the BFAC upon the absence, vacancy, retirement or nonappointment of a voting member. The chairperson shall appoint a nonvoting member as a voting member for any absence. All other appointments shall be made in accordance with the City Charter, Article II, Sec 2(a) – Appointment of Citizens.
3. All members of the BFAC shall be registered voters and residents of the City of Biddeford.
4. Members of the BFAC shall reflect as much as possible several geographic areas of the City and shall have diverse professional or employment backgrounds. This is to ensure as much as possible that the interests of the City and applicants are fairly and reasonably represented.

Sec. 2-318. ~~Organization of Committee~~Vacancies, Removal from Office, Committee Officers, Staff, Meetings, Authority to Establish Subcommittees, and Conflicts. ~~The rules and procedures governing these sections shall be in accordance with the corresponding section in Div 17 – Public Safety Advisory Committee.~~

- ~~(a) The Mayor shall appoint a Chair and a Vice Chair. The Chair shall serve a two-year term. A quorum shall consist of three members. The Chair shall be counted in determining a quorum~~
- ~~(b) and shall have one vote.~~
- ~~(c) The Vice Chair shall serve a two-year term. The Vice Chair shall serve as Chair upon the death or resignation of the Chair, or upon the office of the Chair becoming vacant. The Vice Chair shall discharge the powers of the office of the Chair at any meeting at which the Chair is absent. The Vice Chair shall be counted in determining a quorum and shall have one vote.~~
- ~~(d) The ex officio member of the BFAC is a nonvoting member and shall serve in an advisory capacity.~~
- ~~(e) The duties of a secretary responsible for recording meeting minutes shall be rotated sequentially among the Committee's membership for each meeting. The Chair shall be excluded from this responsibility. A roster for secretarial duties shall be established by the Committee.~~
- ~~(f) A quorum consisting of three members shall be necessary to take any BFAC action authorized or required by this division. An issue shall carry by a majority of those voting.~~
- ~~(g) Notice of any expired terms and/or vacancies shall be given to the public. The Mayor shall nominate and the City Council shall confirm all appointments to fill expired terms and/or vacancies. The City Council may remove any member for misconduct or nonperformance of duty.~~
- ~~(h) The BFAC may adopt and amend from time to time rules to govern the conduct of its~~

~~administrative business, consistent with the provisions of this division.~~

Sec. 2-319. Meetings(Reserved).

- ~~(a) Meetings of the Biddeford Fire Advisory Committee shall be established by the BFAC. Meetings shall be held at the Biddeford City Hall or at a suitable municipal public location. Prior notice of any change in meeting date, time or place shall be provided to all members, the public, and the administrative staff 48 hours in advance of said meeting.~~
- ~~(b) All regularly scheduled and special meetings shall have an agenda approved by the Chair.~~

Part II Code of Ordinances
Chapter 2 – Administration
Article IV – Boards, Committees, Commissions
Division 12 – Police Advisory Committee

Sec. 2-320. Authority or Establishment. ~~[Amended 12-15-2020 by Ord. No. 2020.84]~~ The City of Biddeford Police Advisory Committee hereafter the "BPAC", is hereby created.

~~There is hereby created and established the Biddeford Police Advisory Committee, hereinafter BPAC, comprised of five members and a member of the Biddeford Police Department to serve as an ex-officio member. All members shall be citizens and reside within the corporate limits of the City of Biddeford, except the ex-officio member who may reside outside of the City. In appointing members to the BPAC, the Mayor and City Council shall seek to appoint members from a cross section of all citizens, taking into consideration the person's expertise, background and other relevant experiences. The BPAC is established under the authority of the Biddeford City Council and shall serve under the directive of the City Council.~~

Sec. 2-321. Purpose; Duties and Responsibilities. The BPAC shall have the following duties and responsibilities:

BPAC members shall serve as representatives of the police service on the Public Safety Advisory Committee.

~~(a) — The purpose of the Committee is to provide an organized forum for two-way communication between the Biddeford Police Department, and the community.~~

~~(b) — Responsibilities shall include:~~

~~(1) — When appropriate, make recommendations to the Police Department on matters, with a goal of enhancing police-community relations. These recommendations shall not include personnel matters involving individual members or officers of the Police Department, or matters that deal with daily police operational enforcement, and implementation strategies. [Amended 12-15-2020 by Ord. No. 2020.84]~~

~~(2) — Assist in identifying potential Police Department community partnerships that focus or address public safety matters within the community. [Amended 12-15-2020 by Ord. No. 2020.84]~~

~~(3) — Identify community resources and support for public safety activities. [Amended 12-15-2020 by Ord. No. 2020.84]~~

~~(4) — Receive information and comments from citizens at the Committee's open and public meeting forum regarding public safety issues.~~

~~(5) — Make reports to the City Council and/or Police Chief at such times as may be requested by the City Council, Police Chief or as the BPAC determines is necessary. Make reports to the City Council at such times as may be requested by the City Council. [Amended 12-15-2020 by Ord. No. 2020.84]~~

Sec. 2-322. Membership.

1. Members shall be appointed by the Mayor and confirmed by a majority of the City

~~Council for staggered three-year terms. All subsequent appointments, except to fill a vacancy, shall be for three-year terms. A vacancy is created upon the death or written resignation to the BPAC or upon the vote of the City Council to remove a member. Members of the Committee shall serve without pay and at the discretion of the City Council. The Biddeford Police Chief, or his designee, shall serve as the administrator, advisor and ex officio member, and shall provide assistance to the BPAC. The BPAC shall consist of three (3) members, two (2) voting members and one (1) associate member. Each member shall be nominated by the Mayor, confirmed by the City Council. All current members shall have a term of office expiring no later than December 31, 2025. The Mayor shall have the discretion of appointing members and associate members to the BPAC for shorter terms in order to accomplish staggered three-year terms.~~

2. Associate members may be made voting members of the BPAC upon the absence, vacancy, retirement or nonappointment of a voting member. The chairperson shall appoint a nonvoting member as a voting member for any absence. All other appointments shall be made in accordance with the City Charter, Article II, Sec 2(a) – Appointment of Citizens.
3. All members of the BPAC shall be registered voters and residents of the City of Biddeford.
4. Members of the BPAC shall reflect as much as possible several geographic areas of the City, and shall have diverse professional or employment backgrounds. This is to ensure as much as possible that the interests of the City and applicants are fairly and reasonably represented.

Sec. 2-323. ~~Organization of Committee, Vacancies, Removal from Office, Committee Officers, Staff, Meetings, Authority to Establish Subcommittees, and Conflicts.~~ The rules and procedures governing these sections shall be in accordance with the corresponding section in Div 17 - Public Safety Advisory Committee.

~~(a) — The Mayor shall appoint a Chair and a Vice Chair. The Chair shall serve a two-year term. A quorum shall consist of three members. The Chair shall be counted in determining a quorum and shall have one vote.~~

~~(b) — The Vice Chair shall serve a two-year term. The Vice Chair shall serve as Chair upon the death or resignation of the Chair, or upon the office of the Chair becoming vacant. The Vice Chair shall discharge the powers of the office of the Chair at any meeting at which the Chair is absent. The Vice Chair shall be counted in determining a quorum and shall have one vote.~~

~~(c) — The ex officio members of the BPAC is a nonvoting member and shall serve in an advisory capacity.~~

~~(d) — The duties of a secretary responsible for recording meeting minutes shall be rotated sequentially among the Committee's membership for each meeting. The Chair shall be excluded from this responsibility. A roster for secretarial duties shall be established by the Committee.~~

~~(e) — A quorum consisting of three members shall be necessary to take any BPAC action authorized or required by this article. An issue shall carry by a majority of those voting.~~

~~(f) — Notice of any expired terms and/or vacancies shall be given to the public. The Mayor shall nominate and the City Council shall confirm all appointments to fill expired terms and/or vacancies. The City Council may remove any member for misconduct or nonperformance of duty.~~

~~(g) — The BPAC may adopt and amend from time to time rules to govern the conduct of its administrative business, consistent with the provisions of this division.~~

Sec. 2-324. Meetings. (Reserved)

~~(a) — Meetings of the Biddeford Police Advisory Committee shall be at the call of the Chair, and established by the BPAC. Meetings shall be held at the Biddeford City Hall or at a suitable municipal public location. Prior notice of any change in meeting date, time or place shall be provided to all members, the public, and the administrative staff 48 hours in advance of said meeting. [Amended 12-15-2020 by Ord. No. 2020.84]~~

~~(b) — All regularly scheduled and special meetings shall have an agenda approved by the Chair.~~

Attachment 3

Part II Code of Ordinances

Chapter 2 – Administration

Article IV – Boards, Committees, Commissions

Division 17 – Public Safety Advisory Committee

Sec. 2-337.33. Authority or Establishment. The City of Biddeford Public Safety Advisory Committee (hereafter the "PSAC", is hereby created.

Sec. 2-337.34. Duties and responsibilities. The PSAC shall have the following duties and responsibilities:

1. The duty of the Committee is to provide an organized forum for two-way communication between the Biddeford Police Department, the Biddeford Fire Department and the community.
2. Responsibilities shall include:
 - a. When appropriate, make recommendations to the Police and Fire Department on matters, with a goal of enhancing police/fire-community relations. These recommendations shall not include personnel matters involving individual members or officers of either the Police or Fire Departments, or matters that deal with daily police or fire operational enforcement, fire prevention, and their implementation strategies.
 - b. Assist in identifying potential Police/Fire Department community partnerships that focus or address public safety matters within the community.
 - c. Identify community resources and support for public safety activities.
 - d. Receive information and comments from citizens at the Committee's open and public meeting forum regarding public safety issues.
 - e. Make reports to the City Council and/or Police Chief or Fire Chief at such times as may be requested by the City Council, Police Chief, Fire Chief or as the PSAC determines is necessary.

Sec. 2-337.35. Membership.

1. The PSAC shall consist of eight members. Five (5) shall be voting members consisting of the two (2) Fire Advisory Committee voting members, the two (2) Police Advisory Committee voting members, and one (1) City Council representative. Three (3) shall be nonvoting members comprised of the associate members of the Police and Fire Advisory Committees and one (1) nonvoting student representative. The purpose of the student representative is to provide youth insight and civic engagement opportunities for students. The student member shall not be counted toward a quorum and shall not be eligible for appointment as a voting member. Each member shall be nominated by the Mayor and confirmed by the City Council to serve three year terms. All current appointments shall have a term expiring December 31, 2025. The Mayor shall have the discretion of appointing members and associate members to the PSAC with shorter terms in order to accomplish staggered three year terms.
2. Associate members may be made voting members of the PSAC upon the absence, vacancy, retirement or nonappointment of a voting member. The chairperson shall appoint a nonvoting member as a voting member for any absence. All other appointments shall be made in accordance with the City Charter, Article II, Sec 2(a) – Appointment of Citizens.

3. All members of the PSAC shall be registered voters and residents of the City of Biddeford except for the student representative who shall be a resident of Biddeford and currently enrolled at Biddeford High School.
4. Members of the PSAC shall reflect as much as possible several geographic areas of the City, and shall have diverse professional or employment backgrounds. This is to ensure as much as possible that the interests of the City and applicants are fairly and reasonably represented.

Sec. 2-337.36. Vacancies. In the event a member resigns or ceases to serve for any reason, the Mayor shall nominate with confirmation by the City Council a new member to serve for the remainder of the unexpired term.

Sec. 2-337.37. Removal from Office.

1. Members of the PSAC may be removed from office by the municipal officers for the following reasons:
 - a. A member is no longer a resident of the City of Biddeford; or
 - b. A member is absent from three consecutive regular PSAC meetings without being excused by the Chairperson; or
 - c. A member is absent from six meetings or workshops of the PSAC without being excused by the Chairperson; or
 - d. A member conducts themselves in a manner that is inconsistent with the Code of Ethics (Chapter 2, Article I, Sec 2-3), or their official position of the PSAC, i.e. consistent conflicts of interest or unprofessional behavior toward applicants, City employees, or members of the public at the discretion of the Chairperson.
 - e. A member is an elected official and resigns or no longer serves as a city councilor provided however they may be subsequently appointed as a voting member or associate member under Sec. 2-337.36 if so qualified.
2. Removal action may be initiated by the Mayor, a member of the City Council or the Chairperson of the PSAC. A letter shall be submitted to the municipal officers stating the reasons for the removal request, which shall be considered by the municipal officers within 30 days.
3. The PSAC member in question shall be provided a copy of the letter and shall be given the opportunity to appear before the municipal officers in public or in executive session at the discretion of the members in question.

Sec. 2-337.38. Public Safety Advisory Committee Officers.

1. A Chairperson shall be appointed by the Mayor and confirmed by the Council each January after a general municipal election unless required sooner by Charter or ordinance. The PSAC shall elect from its voting membership the following officer:

Vice Chairperson;
2. Elected officers shall be responsible for the following:
 - a. Chairperson shall conduct meetings, schedule and announce meetings, and sign official correspondence for the PSAC.
 - b. Vice Chairperson acts in place of the Chairperson when they are absent or required to leave the Chair because of conflict and acts as Chair for special subcommittees of

the PSAC as needed.

Sec. 2-337.39. Staff. The Biddeford Police Chief and Fire Chief or designees, shall serve as the administrators, advisors and ex officio members, and shall provide assistance to the PSAC.

Sec. 2-337.40. Meetings.

1. The PSAC shall conduct monthly meetings, or at least regular scheduled meetings during a calendar year subject to actionable items. Meetings shall convene at a regular date and time as determined by a vote of the PSAC at its first scheduled meeting. Meetings may be rescheduled, cancelled or moved at the discretion of the Chairperson with due public notice.
2. Upon a motion by a member of the PSAC the Chairperson may call for special meetings and workshops as needed.
3. All meetings of the PSAC shall be noticed and open to the public except as otherwise authorized under Maine's Freedom of Access Act. Materials and records of the meetings shall be maintained and available for public inspection.
4. PSAC meetings shall be called to order when a quorum of the voting members is present. For this purpose, a quorum shall be a majority of the voting members. When a regular member of the PSAC is unable to serve because of conflict of interest, incapacity, absence or lack of confirmed appointment to fill a permanent vacancy, an associate member shall be designated to vote by the Chairperson.

Sec. 2-337.41. Authority to Establish Subcommittees.

1. The PSAC Commission may from time to time establish subcommittees composed of such persons as the Commission shall desire, comprising current members of the Commission to provide advice and counsel on matters as defined by the PSAC.
2. All subcommittees shall provide notice of meetings, conduct such meetings in public, and be bound by the same rules as the PSAC.
3. All subcommittees shall be advisory. Any recommendations requiring action or adoption shall be presented to the full PSAC for review and adoption.

Sec. 2-337.42. Conflicts. Any questions raised by any interested party of whether a particular issue involves a conflict of interest sufficient to disqualify a member from voting shall be decided by a majority of the members present except for the member who is being challenged.

Sec. 2-337.43 through Sec. 2-337.50 (Reserved)



City Council

Meeting Date: October 7, 2025
Meeting Time: 6:00 PM
Agenda Item No: 11.f
Item Description: 2025.135 Approval / IT Platform Services
Submitted By: Jerry Gerlach

Key Terms:

Replace IT Critical Care Contract with Platform Services

Executive Summary:

Increase our IT security posture with Platform Services. This will layer on several security methods with expert monitoring, updating and remediation.

Detailed Review:

Monitoring and implementing security solutions has become a large hurdle. With the ever-changing landscape of technology, the City of Biddeford is at the point where we need to layer on full-time security experts who can implement, monitor and remediate security needs, risks, and events.

Systems Engineering has been our security partner for over 20 years and has proven themselves to be a valuable partner over and over. With Platform services, Systems Engineering will implement and monitor the following.

- End Point Protection (EDR) — Monitors and protects end point activity
- Desktop and server patching
- Replace our current virus software with Huntress
- Network Health Check monthly with 24X7 Monitoring
- Replace our current Webfilter with Fortinet. We have been running these in parallel for many months to prove their effectiveness.
- 1- hour response, 24/7, 365 support

This service also provides better firewall logging/reporting with expert administration and firmware updates.

Platform Services provides access to experts in any specific area of need. This includes server, virus, EPP, firewall and patching.

Funding Source:

Account = 21107-60315, total \$104,618.52

We will be eliminating:

Trend Micro \$8,087.00

Webfilter \$6,632.00

EndPoint Protection \$25,000.00

For a total of \$64,899.52

We also did not include \$18,000 in this year's budget in anticipation of moving forward with Platform Services. This would be sole source as Systems Engineering is our security provider. I have received comparisons. Also, you will see a quote from BluSpruce, which is more costly with fewer services.

This amount has gone before the Finance Committee on 10/7/25.

Staff Recommendation:

Approve Platform Services with Systems Engineering. This will greatly improve the security and integrity of our network.

Next Steps:

Attachment 1- Systems Quote

Attachment 2- City_Biddeford_Blue_Spruce_MSP-NOC-SOC-EDR_Proposal_v2.0 (2)

Attachments:

1. Attachment 1- Systems Quote
2. Attachment 2- City_Biddeford_Blue_Spruce_MSP-NOC-SOC-EDR_Proposal_v2.0 (2)
3. 2025.135 IT Platform Services-Order



City of Biddeford - Platform Services

Prepared for:
City of Biddeford

Prepared by:
Mark Jutkiewicz
August 21, 2025

Introduction

Systems Engineering is proud to offer this proposal for platform managed services to the City of Biddeford, a long time partner interested in streamlining their security and support stance for their technology. In collaboration with the City the following proposal details our commitment to providing a robust set of support services that cover a baseline requirement for managing a modern IT environment. Much of the coverage provided is simply a re-orientation in what tools are utilized by the City of Biddeford to be more efficient and effective, for instance centralized patching and anti-virus. Others are priorities identified by the City in order to maintain the current day expectations of security within the environment; the Endpoint Detection and Response layer (Huntress EDR and ITDR) is the most obvious example of this.

City of Biddeford has maintained a basic break/fix service for a number of years which is primarily reactive based response. This will be enhanced with proactive monitoring of all devices and services on the network as well as other elements meant to compliment the service and support of keeping the environment up and running. Monthly Network Health Checks done by the NetAdmin team are a great human layer of checks and balances to provide a view into the overall health of the network.

Below are the summarized features of the Foundations platform selected:

- Break/Fix response 24x7
- Monitoring of all network and server devices 24x7
- Centrally managed patching for all Windows machines
- Centrally managed anti-virus for all Windows machines
- Huntress Endpoint Detection and Response for all servers and workstations
- Huntress Identity Threat Detection and Response to monitor Microsoft 365
- Monthly NetAdmin Health Check
- Email security and spam filter
- Centrally managed firewall and firewall logging (faster change management and more efficient troubleshooting)
- Annual Firewall audit based on updated standard build and best practices

In order to kick off our partnership's next evolution, we are dedicated to ensuring all information is documented accurately and as such request that we perform a robust assessment of the environment to gather key details that may be outdated or incomplete. While this would be a common occurrence as a billed event for clients seeking consultation, there is no intent to include this as a billed experience for City of Biddeford. This assessment will be at no cost as part of the on-boarding process with this new service agreement assuming the intended service schedule is in the best interest of the City post-assessment.

We look forward to partnering with the City of Biddeford for years to come and are excited to maintain this more robust support of your endeavors.

Information Technology Assessment

INTRODUCTION

Systems Engineering takes great pride in delivering IT and security solutions that provide organizations with efficient, agile, and secure technology environments. As your IT partner, we lay a solid foundation on which you can securely run your business and ensure technology is supporting your business goals and objectives. Looking towards the future, we help you stay on top of the rapidly evolving IT and cybersecurity landscapes to minimize risks and develop a custom technology roadmap to ensure you're making sound investments in IT. The following proposal outlines our approach to understanding your business's information technology environment and providing you with our informed opinion about the business risks that exist and our professional recommendations.

ESTABLISHING THE RIGHT LEVEL OF IT SUPPORT

To ensure our partnership begins in the right place and you receive the IT support you need, we start with an Information Technology Assessment. This engagement combines both a technical and an IT management evaluation that informs us of your technology environment and how your business currently uses technology. The IT Assessment:

- Documents the technology resources in use and identifies the network topology.
- Evaluates and compares each production solution against industry best practice standards.
- Identifies business risks and impacts associated with gaps in technical or IT management best practice standards.
- Outlines our recommended approach to technology and IT management standards alignment.
- Outlines our recommendations for mitigating business risks in the environment.

OUR APPROACH

Systems Engineering approaches each assessment engagement with a team of technology professionals, including a senior engineering resource from each discipline of computing, networking, security, and cloud services. We conduct a technology use review to understand the applications and data used for supporting your business processes, how each are being utilized, as well as your organization's IT management and governance practices. Each

resource will leverage their specialized expertise to identify and document all technologies, relevant configurations and network topology, data protection solutions, and highlight any risks associated with security vulnerabilities and network availability. After compiling and analyzing the information we collect, you will receive:

- A complete inventory of all network devices, applications, cloud compute platforms, and network management utilities.
- A report outlining gaps in technology standards and IT management best practices.
- An order of priority for recommended system changes.
- An Executive Summary presented to leadership outlining our findings and recommendations.

COLLABORATION

In order to successfully deliver a set of comprehensive findings, Systems Engineering will require your assistance. Our team will need to lean on your internal institutional knowledge before and during this assessment to achieve the best outcomes for all parties involved. The core elements of this collaborative process include:

- An introductory discussion of the organization's prior experience with network design, vendor management, and technology support; as well as a general history Information Technology investment.
- Network Access. It is critical that Systems Engineering be given admin level access credentials to all network devices, advanced applications, central management utilities, and cloud computing platforms.

LOGISTICS

We will ship a small computing device, an HP Mini, to your office that will be used by our assessing engineers. This unit ensures a secure connection for our team to access your network. The HP Mini must be connected to a working computer network connection as well as to electrical power. Once the HP Mini has been connected, we ask that you call the telephone number provided with the device so that we can verify that the device is successfully deployed and ready to start collecting information.

You will receive a communication from our Customer Service team indicating the dates for the Information Technology Assessment including an introduction to the engineers who will be engaging. It is critical that we have working credentials prior to the assessment so that our engineers can perform their discovery work. Ahead of your scheduled assessment date, our team will validate the credentials and confirm that we have everything we need to be

successful.

The administrative credentials for your network resources are considered highly sensitive and privileged information. As such, we take special precautions with this data to ensure that it is not stolen or lost. All the information that we collect about your network will be uploaded into our customer documentation platform. Upon request, we will delete all data collected during the assessment; otherwise, we will use this data for the on-boarding of services and/or project work. If you have access to an email encryption platform, please use this for sending your administrative credentials to us. If you do not have access to email encryption, we will send you an encrypted email that you can "reply all" to for securely sending this information to us. Once we receive the email, we will upload the credentials to our secure customer documentation platform so that everyone on the assessing team has access to this information.

Our *Mutual Non-Disclosure Agreement* is available upon request if you would like to exercise this level of protection.

The timeline for this assessment is typically three to four weeks, however this is subject to change based upon resource availability. We will provide an accurate timeline upon request.

COSTS

The cost for an Information Technology Assessment is determined by the level of effort required to perform the various technical reviews and develop the deliverables as outlined above. We estimate the level of effort based upon the size and scope of the assessment and then propose a fixed price for the engagement. The fixed price is shown in the investment summary of this proposal.

****Upon completion of the Network Assessment, Systems Engineering will credit the cost of this effort to the first billing cycle for managed IT services if a partnership for managed IT support is confirmed within 3 months of the post assessment risk review.****

Professional Services

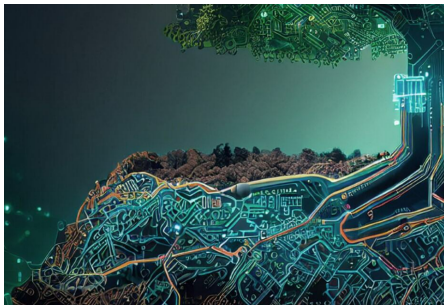
Product Description	Ext. Price
Standard Network Assessment	\$6,500.00
Standard Network Assessment - WAIVED	(\$6,500.00)

Managed Services Solution Summary

SE Foundations

At Systems Engineering, we understand how important it is to have reliable and secure information systems that can support organizational growth. We understand that business leaders need systems that can work anytime, anywhere, and from any device, along with the right people and tools to manage, protect, and optimize those systems.

Business leaders face increasing pressure to anticipate new threats and opportunities in the ever-changing IT landscape. Such pressure can be taxing and distracting, exposing organizations to risks and inefficiencies that can harm their profitability and reputation.



That's why Systems Engineering developed **our core service offering, SE Foundations**, to alleviate this pressure on small- and medium-sized businesses. Outsourcing the critical responsibilities of day-to-day IT management functions can free up the organization's resources to better focus on driving the business forward.

When your organization faces critical system-wide network issues that can disrupt business operations, impacting multiple users or the entire organization, our service incident support reacts with a 1-hour response time, 24/7, 365 days a year. We act swiftly and decisively to mitigate these broader events and minimize any significant disruptions. We also free your internal staff from managing essential but often neglected network functions, such as 24x7 performance monitoring, security patching, and antivirus management. These tasks demand specialized skills and can be challenging to maintain in-house over the long term.

SE Foundations is designed for organizations that have the capability to support their own end users and line-of-business applications. Our service is designed to ensure the smooth operation and security of an organization's network while working in tandem with their in-house IT team. Systems Engineering will handle the foundational aspects of IT, so organizations can focus on what matters most: growing the business.

Here is a brief outline of the services included under the SE FOUNDATIONS service platform.

- **Service incident support** - 1-hour response, 24/7, 365 days, for swift resolution of critical network issues, minimizing disruptions.
- **Proactive network administration** - Monthly remote network health-checks, keeping core applications up-to-date, and backups managed.
- **Layered network security** - 24x7 network monitoring, desktop security patching and server patching, managed antivirus, monthly external network scans, spam filtering, and endpoint detection and response.
- **Account Management** – budgeting, long-term strategic planning, and IT governance.
- **Clear and transparent pricing** – According to client's number of users, computers, and servers.

The SE Foundations service is a collaborative effort, which relies on cooperation and partnership of both parties to ensure secure and productive IT operations.

Exclusions

- Client's server hardware is run on Scale Computing with current support contracts. This hardware is outside the supportable stack for Systems Engineering and would be excluded from the break/fix efforts included in Foundations. Any support required to assist would be billed as a T&M engagement with best effort response. Client is comfortable working through support cases with Scale Computing for these types of issues.
- Ongoing maintenance and patching of the Scale hardware will be the responsibility of City of Biddeford, whereas the patching and maintenance of guest VM operating systems will be the responsibility of Systems Engineering.
- Due to the Scale Computing being a hyperconverged solution, this means that both the hypervisor (virtualization platform) as well as the backup and recovery functionalities are built into the Scale infrastructure solution. These functions would similarly be considered excluded from standard break/fix and may require coordination with client if certain efforts are required related to these functions.
- As mentioned above this means that backup jobs cannot be monitored as they may otherwise be able to and as mentioned in the service schedule. City of Biddeford will be required to provide a viable backup if needed for any restoration efforts.

Managed Services Pricing

Product Description	Qty	Recurring Unit Price	Recurring Extended Price
SE Foundations base monthly fee.	1	\$1,800.00	\$1,800.00
SE Foundations per-User Fee	170	\$17.60	\$2,992.00
Foundations Front-line Worker Fee	30	\$8.00	\$240.00
SE Foundations per-Workstation fee.	185	\$17.60	\$3,256.00
SE Foundation per-Server fee.	11	\$39.11	\$430.21

Monthly Subtotal: **\$8,718.21**

City of Biddeford - Platform Services



Prepared by:

Systems Engineering

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Prepared for:

City of Biddeford

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PO Box 586
Biddeford, ME 04005
Jerry Gerlach
(207) 286-0594
jerry.gerlach@biddefordmaine.org

Quote Information:

Quote #: 019472

Version: 1
Delivery Date:
08/21/2025
Expiration Date:
08/31/2025

Monthly Expenses Summary

Description	Amount
Managed Services Pricing	\$8,718.21

Monthly Total: \$8,718.21

EXPIRATION OF PROPOSAL. Unless executed by the parties hereto, this Proposal will expire at the earliest of, (i) thirty (30) days from the date of SE's execution thereof, (ii) the expiration date shown on the signature page of this Proposal or (iii) expiration of any manufacturer's discount included in this Proposal.

Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Systems Engineering (sometimes referred to as "we," "us," "our," or "Provider"), and the customer identified on the Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date the Client accepts the Order (the "Effective Date").

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s).

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitute your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable.

The parties, acting through their authorized officers, hereby execute this Agreement.



Systems Engineering

Signature: 
Name: Mark Jutkiewicz
Title: Account Manager
Date: 08/21/2025

City of Biddeford

Signature: _____
Name: Jerry Gerlach
Date: _____

Exhibit A

Agreement	Description
Master Services Agreement	General terms and conditions applicable to all Provider products and services.
Services Attachment for Managed Services	Core managed services including monitoring, remote management, and help-desk.
Schedule of Services	Description of managed services offered by Provider.
Data Processing Agreement	Data security and privacy agreement including statutorily required terms.
Service Level Objectives	Targeted response times by tier of severity.
Schedule of Third-Party Services	Notice of third-party services and waiver of claims.



City of Biddeford



36-Month Managed Services Agreement NOC-SOC-EDR

Date: 8/05/25

Proposal Number: 072225SP_GDE

Version 2.0

Presented to: Jerry Gerlach – IT Director

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Introduction – Version 2.0

Managed Network (NOC), Managed Security (SOC), and Managed EDR Services City of Biddeford, Maine

We are pleased to present this updated version 2.0 of our comprehensive Managed Services proposal to the City of Biddeford, reflecting refined service assumptions and updated endpoint counts based on our continued dialogue. This version supersedes proposal v1.1, originally submitted on July 22nd, 2025.

This proposal outlines Blue Spruce Technologies' continued commitment to delivering best-in-class, 24/7 Managed Network Operations Center (NOC), Security Operations Center (SOC), and Microsoft-integrated Endpoint Detection and Response (EDR) services—now tailored to support 153 active endpoint devices (comprised of 141 Microsoft G5-licensed and 12 F5-licensed users). This adjusted scope ensures cost efficiency while preserving the same robust, defense-in-depth approach Biddeford requires for resilient IT operations and cybersecurity posture.

Our fully managed services—leveraging Sensilla.cloud's machine learning-driven SOC capabilities, along with Microsoft Entra ID, Intune, and Defender for Endpoint—are purpose-built to align with Biddeford's operational priorities, compliance obligations, and risk mitigation strategies across municipal departments and critical infrastructure.

We look forward to the opportunity to advance this engagement with the city and deliver measurable value through proactive visibility, automation, and trusted technical partnership.

Blue Spruce Technologies proposes a complete **three-pronged** managed services approach, purpose-built to enhance the City's digital infrastructure, reduce cyber risk, and ensure uninterrupted public service delivery. Our solution includes:

- **Managed Network Operations (NOC):** 24x7x365 monitoring, management, and optimization of the City's network environment to ensure availability, performance, and scalability.
- **Managed Security Operations (SOC) powered by Sensilla:** 24x7x365 monitoring, management, and optimization of the City's cybersecurity posture through our proprietary, ML-driven Sensilla platform delivering deep, cartographic network visibility with intelligent threat detection, correlation, and response across all layers of network activity (Layer 1–7), including lateral (east-west) and ingress/egress (north-south) traffic.
- **Managed Endpoint Detection & Response (EDR):** 24x7x365 monitoring, management, and optimization of the City's Endpoints, leveraging **Microsoft Intune**, **Microsoft Defender for Endpoint** and **Defender for Servers**, fully integrated within our Sensilla platform, Blue Spruce

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provides advanced endpoint protection across user and server devices, including behavioral analytics, automated threat remediation, and vulnerability management.

To ensure streamlined operations and full lifecycle management, our proposal includes all necessary Microsoft licensing for **Intune, Defender for Endpoint, and Defender for Server**, enabling centralized policy enforcement, secure device onboarding, and continuous compliance across the City's IT landscape.

Through this strategic combination of managed NOC, SOC, and EDR services—with full Microsoft integration, Blue Spruce Technologies stands ready to deliver a secure, modern, and resilient IT environment for the City of Biddeford.

Managed Services Structure

Blue Spruce Technologies Inc. delivers its Managed Services through a coordinated set of specialized functional disciplines, each designed to drive operational excellence and long-term value. The structure of our managed services agreement is intentionally built to ensure maximum uptime, seamless and responsive client experience, data-informed strategic decision-making, and proactive lifecycle optimization of your technology infrastructure. Our service delivery model is organized into the following core functional areas:

Blue Spruce Technologies — Managed Network Operations Center (NOC) Services:

Blue Spruce Technologies delivers highly responsive and proactive Managed Network Operations Center (NOC) Services, purpose-built to ensure the continuous health, performance, and security of critical IT infrastructure. Our NOC team operates as an extension of your IT organization, focused on automation, rapid issue resolution, and preventative maintenance to minimize downtime and optimize network efficiency.

Key features of our Managed NOC Services include:

- **24x7x365 Proactive Monitoring & Alerting**
Continuous oversight of network systems, devices, and services ensures that potential issues are identified and addressed before they can impact operations. Our automated alerting and intelligent triage systems drive faster time-to-resolution and reduce mean time to recovery (MTTR).
- **Network Remediation & Maintenance**
Blue Spruce provides full-spectrum remediation for network-related incidents, including fault

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isolation, configuration restoration, and root-cause analysis. We also perform scheduled patching, firmware upgrades, and routine maintenance to maintain system integrity and availability.

- **End-to-End Connectivity & Infrastructure Management**
We manage all internal and external network connections, including LAN, WAN, VPN, and wireless systems. Our NOC team ensures stable, secure, and high-performing connectivity across sites, users, and systems.
- **Integrated Logging & Performance Trending**
By aggregating log data and performance metrics, we provide insights into network behavior, allowing for proactive adjustments, capacity planning, and risk mitigation.
- **Security-First Architecture Management**
Blue Spruce enforces and maintains network segmentation, firewall rules, VLANs, and access controls in alignment with best practices and compliance requirements—ensuring that both performance and security remain top priorities.
- **Comprehensive Documentation & Knowledgebase Maintenance**
We develop and maintain a detailed, up-to-date library of technical documentation, including topology maps, configuration backups, change logs, and SOPs. This ensures operational continuity and transparency for stakeholders and partner teams.

Blue Spruce Technologies — Managed Security Operations Center (SOC) Services + Sensilla:

Blue Spruce Technologies delivers advanced, intelligence-driven Managed Security Operations Center (SOC) Services, combining 24x7x365 human expertise with the power of Sensilla, our proprietary AI/ML-powered NDR-SIEM-cartographic security platform. This hybrid model enables real-time threat detection, rapid response, and full-spectrum cyber defense across on-premises, hybrid, and cloud environments. Our SOC Services are designed to meet the escalating cybersecurity demands of today's threat landscape—offering comprehensive visibility, zero-trust enforcement, and continuous protection of user identities, devices, data, and networks.

Key components of our SOC Services with Sensilla include:

- **24x7x365 Security Monitoring & Incident Response**
Our SOC analysts monitor your environment around the clock, investigating alerts and anomalies using automated playbooks and expert triage. We rapidly identify, contain, and escalate incidents to prevent lateral spread and data loss.
- **Sensilla — ML-Powered NDR & SIEM**
Sensilla leverages behavioral analytics, threat intelligence, and machine learning to deliver real-time detection of known and unknown threats. Its cartographic visualization engine



- provides deep contextual insight into north-south and east-west traffic, helping analysts spot lateral movement, command-and-control activity, and insider threats.
- **Unified Threat Intelligence & Correlation**
Through dynamic threat correlation, Sensilla ingests logs and telemetry from across your digital estate—including endpoints, servers, firewalls, and cloud applications—creating a single-pane-of-glass view for threat hunting and decision-making.
 - **Automated Playbooks & Response Orchestration**
Blue Spruce implements automated workflows to streamline common threat response actions such as endpoint isolation, user lockout, IOC blocking, and alert enrichment—minimizing manual intervention and time-to-containment.
 - **Vulnerability & Exposure Management**
Sensilla identifies misconfigurations, unpatched systems, and exploitable vulnerabilities in real-time, prioritizing remediation based on severity, asset value, and exploitability.
 - **Compliance Reporting & Audit Readiness**
Our SOC services include detailed compliance mapping, custom reporting, and policy enforcement to support frameworks such as CJIS, NIST, HIPAA, FERPA, and CMMC. Sensilla provides secure, auditable records for regulators and internal stakeholders.
 - **Deep Integration with Endpoint & Cloud Security Tools**
Sensilla natively integrates with Microsoft Defender for Endpoint, Defender for Servers, Intune, and Microsoft 365 Defender—enabling correlation of endpoint, identity, and cloud telemetry within one unified platform.

With Blue Spruce Technologies and Sensilla, organizations gain a highly adaptive, intelligent, and cost-effective security operations model that meets modern threat challenges head-on—delivering visibility, velocity, and verifiable outcomes.

Blue Spruce Technologies - Managed Security Operations Center (SOC) Services + Microsoft EDR:

Blue Spruce Technologies delivers a next-generation Managed Security Operations Center (SOC) Service that combines the strength of Microsoft's advanced Endpoint Detection and Response (EDR) solutions—Defender for Endpoint and Defender for Server—with our expert SOC analysts, proven methodology, and robust integration with Microsoft Intune and Azure AD. This comprehensive model provides end-to-end protection, continuous monitoring, and real-time incident response for all user and server endpoints. Blue Spruce's SOC Services provide a highly integrated, cloud-native approach to endpoint protection, enabling faster detection, reduced attack dwell time, and streamlined remediation across your digital environment.

Key Features of the Blue Spruce SOC + Microsoft EDR Solution:

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- **24x7x365 Endpoint Threat Monitoring & Response**
Our SOC analysts leverage the full capabilities of Microsoft Defender for Endpoint to continuously monitor device activity, investigate alerts, and respond to threats in real time—ensuring immediate containment of suspicious behavior across all user and server endpoints.
- **Advanced EDR with Behavioral Analytics**
Defender for Endpoint uses behavior-based detection and telemetry analysis to surface sophisticated attack techniques such as credential theft, privilege escalation, lateral movement, and ransomware. Blue Spruce's SOC team actively hunts for threats aligned with the MITRE ATT&CK framework, providing rapid analysis and threat containment.
- **Integrated Microsoft Intune & Conditional Access Policies**
Leveraging Microsoft Intune and Azure AD Conditional Access, Blue Spruce enforces endpoint compliance and access policies dynamically—automatically blocking access for devices exhibiting risk, misconfiguration, or signs of compromise.
- **Automated Investigation & Remediation (AIR)**
Our solution uses Microsoft's built-in AIR capabilities to autonomously triage alerts, isolate impacted devices, and remediate threats—significantly reducing analyst workload and time-to-response.
- **Attack Surface Reduction (ASR) & Hardening**
We proactively reduce endpoint attack surfaces by enforcing ASR rules, blocking macro execution, restricting script abuse, and disabling vulnerable legacy protocols—all centrally managed and audited by Blue Spruce.
- **Unified Endpoint, Identity & Cloud Telemetry**
Through Defender for Endpoint's native integration with Microsoft 365 Defender and Azure, Blue Spruce delivers correlated insights across endpoints, identities, email, and cloud apps—creating a truly zero trust-aligned defense architecture.
- **Comprehensive Reporting & Compliance Support**
Blue Spruce delivers detailed reporting aligned with regulatory standards such as NIST, CJIS, HIPAA, and CMMC. Our managed EDR service ensures all threat activity, response actions, and audit logs are documented and accessible to stakeholders.

Microsoft EDR Solution Breakdown:

Microsoft Defender for Endpoint (Users & Endpoints)

Protects: Windows, macOS, Linux, Android, iOS

Key Features:

- Next-Gen AV (NGAV) & Cloud-Based Malware Detection
- Endpoint Detection & Response (EDR)

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- Threat & Vulnerability Management (TVM)
- Automated Investigation & Remediation
- Behavioral-based attack detection
- Attack Surface Reduction (ASR) rules
- Integration with Microsoft 365 Security ecosystem

Outcome: Stops malware, phishing, ransomware, and advanced threats on user endpoints.

Microsoft Intune (Device Management)

Protects: All enrolled devices (user devices, shared devices)

Key Features:

- Policy-based control over device security settings
- Device compliance enforcement (e.g., encryption, antivirus, password policy)
- Remote wipe, lock, and reset
- Conditional Access enforcement via Azure AD
- Mobile app management (MAM)
- Patch/update deployment and enforcement

Outcome: Ensures only secure, compliant, and trusted devices can access corporate resources.

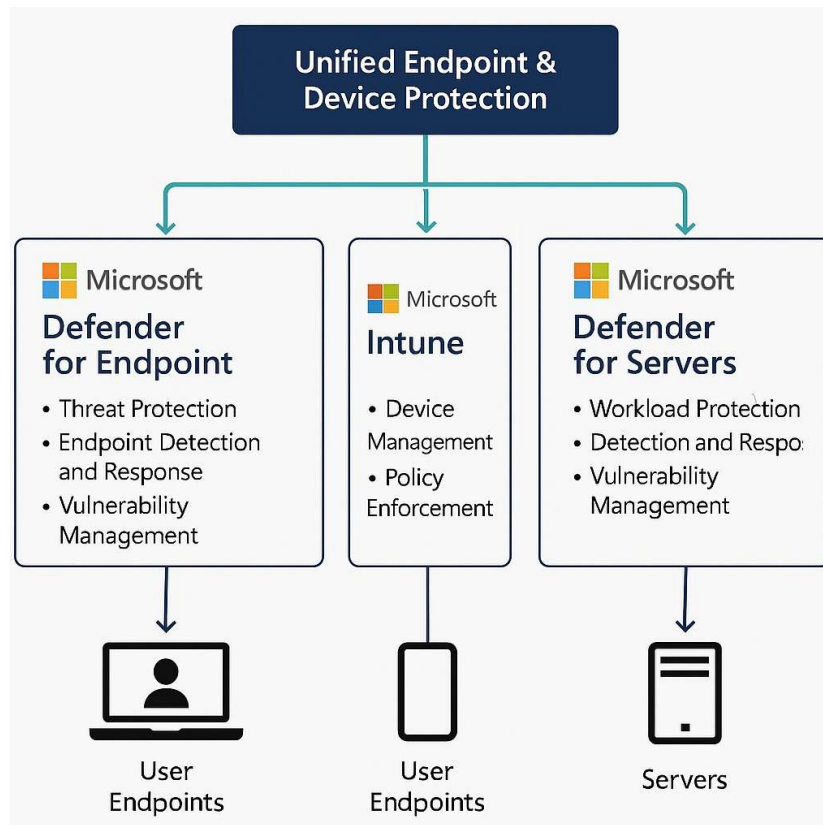
Microsoft Defender for Servers (Server Workload Protection)

Protects: Windows and Linux servers in Azure, AWS, GCP, on-prem, or hybrid environments.

Key Features:

1. Advanced Threat Protection
 - Detects threats like fileless malware, privilege escalation, lateral movement, and C2 communication across server workloads.
 - Uses the same behavioral analytics and threat intelligence as Defender for Endpoint.
2. Endpoint Detection & Response (EDR) for Servers
 - Continuous monitoring of server activity.
 - Threat hunting and incident investigation with full audit trails.
3. Integrated Vulnerability Management
 - Identifies OS and software vulnerabilities across all connected servers.
 - Offers security baselines and remediation recommendations.
4. File Integrity Monitoring (FIM)
 - Alerts when critical files, registries, or configurations are changed.
5. Integration with Defender for Cloud
 - Assesses security posture using Secure Score and compliance policies.
 - Helps enforce hardening standards (CIS, NIST, etc.).
6. Automatic Provisioning

- When integrated with Azure Arc or Defender for Cloud, agents are auto-deployed and configured at scale—even for non-Azure workloads.
7. Just-in-Time (JIT) Access
- Controls server access to reduce attack surfaces by minimizing persistent access.



How They Work Together

Platform	Purpose	Examples of Integration
Intune	Enforce compliance and config on user devices	If a device is missing antivirus or encryption, it's blocked from corporate resources.
Defender for Endpoint	Threat protection for user devices	Detects malware or suspicious behavior on an endpoint and triggers auto-remediation.
Defender for Servers	Server workload protection	Flags vulnerable ports, malware, or lateral movement attempts inside hybrid data centers or cloud environments.



With Blue Spruce Technologies as your trusted partner, you gain more than just a toolset—you gain a fully managed, Microsoft-aligned cybersecurity defense system that continuously protects, detects, and responds across your entire endpoint landscape.

Blue Spruce Technologies - Integration / Strategic Services:

Comprised of subject matter experts, the integration services team is the highest escalation point for any service request. This team is focused on emerging technologies and driving efficiencies through technology enhancements and provides the following services:

- Provides normal business hour (8-5 Monday-Friday EST) coverage for most tasks.
- Analyzes City of Biddeford's needs and recommends appropriate network configurations.
- Assists departmental management with development of systems standards, short- and long-term goals, and strategic directions.
- Designs and configures network security features for local and wide area networks.
- Analyzes, recommends, and evaluates new hardware, software, and related communications products for network compatibility and applicability.
- Performs advanced diagnostics and maintenance when communication/connectivity and security expertise is required.
- Performs preventative and fault isolation maintenance on the local and wide area networks.
- Works with cross-functional teams in the design and implementation of information technology.
- Designs, configures, and optimizes local and wide area networks for optimal performance, maximum security and availability, minimal maintenance, and reasonable costs.

Blue Spruce Technologies - Account/Project Manager (A/PM):

The Account/Project Manager (A/PM) plays a pivotal role in ensuring the overall technical and strategic success of the partnership between Blue Spruce Technologies Inc. and the City of Biddeford. Acting as the central point of coordination, the A/PM is responsible for aligning IT service delivery with the City's operational goals, while ensuring efficient management of day-to-day support and long-term initiatives.

Key responsibilities include:

- Serving as the primary point of contact for all service tickets, escalations, and project coordination activities.
- Collaborating closely with the City of Biddeford's designated liaison to ensure IT services consistently support organizational priorities and evolving business needs.
- Maintaining ongoing communication with internal IT personnel, departmental stakeholders, and third-party vendor representatives to facilitate alignment, transparency, and

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- responsiveness.
- Overseeing the coordination of activities related to the City's data networks and their security posture, including issue resolution and change management.
- Managing contractual obligations, including participation in RFP development, vendor evaluation, selection processes, and ongoing contract compliance and monitoring.

City of Biddeford Roles & Responsibilities:

The City of Biddeford's role becomes more strategic and oversight-focused, with a reduced operational burden and an increased focus on policy, planning, internal coordination, and accountability. The City of Biddeford IT staff will be responsible for providing end-user helpdesk, while Blue Spruce handles day-to-day operations, monitoring, incident response, patching, and protection of the City's IT systems.

1. Strategic IT Governance & Oversight

- Serve as the primary liaison between City departments and Blue Spruce Technologies.
- Provide strategic input and policy direction for IT-related priorities, risk tolerance, and compliance needs.
- Participate in quarterly business reviews (QBRs) and strategic planning sessions with Blue Spruce A/PM.

2. Vendor Management & Contract Oversight

- Monitor service level performance, response times, and deliverables outlined in the MSP agreement.
- Manage the City's contractual relationship with Blue Spruce (budget tracking, invoicing, change requests).
- Participate in vendor evaluations or RFPs for new technologies and services (in coordination with Blue Spruce).

3. Business Requirements Gathering & Stakeholder Engagement

- Engage with City departments to identify evolving business needs, application requirements, and user satisfaction.
- Translate business requirements to Blue Spruce for solution design, implementation, or service changes.

4. Policy Ownership & Approval Authority

- Maintain ownership of local IT policies, governance standards, and data classification requirements.
- Review and approve configurations, security baselines, or architecture changes proposed by Blue Spruce.

5. User Communications & Coordination



- Coordinate internal communication to City staff during maintenance windows, upgrades, or incidents.
 - Act as a point of contact for escalated non-technical concerns or policy-related questions.
6. Hands-On Support (As Needed or Tier-0/Tier-1)
- Depending on the staffing model, internal IT may:
 - Assist with basic user support (Tier-0/Tier-1), such as password resets, account provisioning, or peripheral issues.
 - Provide on-site support for hardware moves, physical cabling, or vendor escorting.
7. Compliance, Audit, and Records Support
- Provide historical data, asset records, and policy documentation for audits or legal/compliance reviews.
 - Participate in cyber insurance, regulatory, or public transparency initiatives with Blue Spruce.
8. Emergency Coordination
- Act as an incident commander or executive decision-maker during major outages, security events, or disaster recovery scenarios in coordination with Blue Spruce's NOC/SOC teams.

Scope of services

Network Equipment (across 6 Bldgs./facilities)

Product	Qty
Fortinet FortiGate Firewall	1
Cisco Meraki Switches	20
Cisco Meraki Wireless Access Points (indoor)	14
Cisco Meraki Wireless Access Points (Outdoor)	1
Other Networking devices	TBD

36 total

Endpoints & Systems Equipment

Product	Qty
Desktop Computers (141 +12)	153
Servers	20

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Change Requests

On occasion, the City of Biddeford may need an infrastructure change that Blue Spruce Technologies Inc. can quickly resolve. A “change” is defined as an Add/Change/Remove to an existing component/environment. All change requests require client approval, whether covered by the monthly contract or not.

Minor Change Requests describe any change request that can be completed in under 4 hours of continuous engineering time. Minor Change Requests are included in this Managed Services contract. Examples of Minor Change Requests are as follows:

- Non-major version upgrades to devices under management
- Remote rollout of software or upgrades
- Ad hoc changes to systems not under contract with mutual agreement between the customer and the A/PM.
- Adding switch ports to a VLAN

Major Change Requests are defined as change requests that require over 4 hours to perform. Major Change Requests are considered out of scope for this agreement. Major Change Requests will be billed based on the resource level needed, at the rates listed herein.

Troubleshooting / Outages

Troubleshooting issues and outages are part of the Managed Service offering and will not result in additional fees, unless the troubleshoot is deemed to be a result of end user action, and/or malicious intent. In this case, an agreement with the customer will be discussed once root cause has been established, and during the process of the troubleshoot if viable. Billable services rendered will be at the rates defined herein.

Emergency Support

City of Biddeford may need support for end users on an emergency basis and outside the normal business hours covered by the Blue Spruce Technologies Inc. Managed Service resources. After hours emergency support will be redirected to the appropriate resources and will be handled on a best-effort basis. Emergency support provided by Blue Spruce Technologies is invoiced at an after-hours rate.

Service Levels

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The following table shows the target of response times for each priority level.

Service Disruption	Priority	Response Time
Widespread outage - most/all users or services affected. Business operations impacted	1	1 hour
Isolated outage - small number of users or services affected. Business operations not impacted	2	4 hours
Configuration change	3	24 hours
Enhancement request	4	Scheduled by A/PM

Ticketing system

Blue Spruce Technologies' ticketing system will be the primary method for initiating a request for support and/or changes. M City of Biddeford can view the status of tickets via Blue Spruce's central ticketing portal.

<https://wkf.ms/4hsHHyM>

The ticketing system will be leveraged to track performance related to the service response times.

Contact information

City of Biddeford may use the information below to contact Blue Spruce for assistance with service requests. If possible, please create a ticket prior to contact.

Create a Ticket:

<https://wkf.ms/4hsHHyM>

Gregory Earley
603.320.1110

Steve Pettit
603.866.1131

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PRICING

The following table displays pricing and rates for the portfolio of proposed Managed Services:

Description	Qty	Unit	Item Cost	Extended Cost
Managed Network Services (~25 devices)	12	Monthly	\$5,000.00	\$60,000.00
Managed Security NDR-SIEM Services	12	Monthly	\$7,500.00	\$90,000.00
Managed EDR Services (220 devices)	12	Monthly	\$850.00	\$10,200.00
Managed Endpoints	~153	Units	-	-
Managed Servers	~20	Units	-	-
Sub-Total				\$160,200.00
Government Discount			35%	(-\$56,070.00)
Total MSP Annual Services:				\$104,130.00

The following table displays pricing and rates for Onboarding engineering services:

Description	Quantity	Item Cost	Unit	Extended Cost
On-Boarding: Includes discovery, Sensilla integration, Intune & Defender rollout planning, EDR policy review, and documentation.	1	\$2,500.00	1	\$2,500.00
Total Onboarding Services Costs:				\$2,500.00

The following table displays pricing for the required Microsoft EDR licensing:

Description	Qty	Item Cost	Unit	Extended Cost (1YR)
Microsoft Intune & Entra	173	-	Per Device	Client Has Licensing
NCE Microsoft 365 GCC G5 Annual Commit	141	\$49.80	User/Month	\$84,261.60

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Description	Qty	Item Cost	Unit	Extended Cost (1YR)
NCE Microsoft 365 GCC F5 (Security add-on) Annual Commit	12	\$6.99	User/Month	\$1,006.56
NCE Microsoft 365 GCC F3 Annual Commit	12	\$6.99	User/Month	\$1,006.56
Microsoft Defender for Server Plan 1 (non-cloud) Annual Commit.	20	\$4.53	Server/Month	\$1,087.20
Total MS EDR Licensing Annual Costs:				\$87,361.92

Note: the above pricing is based on a "per user" or "per device", and per month basis with an annual commitment on all licenses. All servers are presumed to be premise based. See the Appendix for additional details.

The following table displays pricing & rates for Project-based BST professional services:

Description	Qty	Unit Cost	Unit	Extended Cost
BST on-site Technical Services - includes device prep, unboxing, Scan/Record Service Tag, Mounting rack or suitable surface, Power-on Testing, Network Connection via existing CAT6/DAC/Fiber Jumper cable. Patch cords will be transferred from the existing device to the new device platform. Note: On-site Tech-Serv is billed in Hourly increments. (Hrs.)	1	\$140.00	Hour	TBD
BST Project Manager (Remote-On-site) coordinates the BST team, other vested parties with the client. Outcome - PM establishes milestones coordinating tasks and responsibilities. (Hrs.)	1	\$125.00	Hour	TBD
BST (Remote) Sr. Network Engineer provides assessment and configuration to include Establishing an IP address (static or DHCP) on each device, Naming Convention, Initial Config Migration from an existing platform, Join to SSIDs & VLANs, Licensing & Cloud Mgmt., Test Config. Network devices are configured in Hourly increments. (Hrs.)	1	\$240.00	Hour	TBD

Description	Qty	Unit Cost	Unit	Extended Cost
BST (Remote) Sr. Systems Engineer provides assessment and configuration of systems: Domain Controllers, AD, File Servers access logs, DHCP, DNS changes, alerts. Outcome – re-restored systems, valid log integrity, services resumed. Hourly increments. (Hrs.)	1	\$240.00	Hour	TBD
Total Project Based Services:				\$TBD

Term & Commitment

- **Initial Term:** 12 months, renewable annually (based on a 36-month agreement)
- **Service SLA:** Defined response and escalation matrix to be included in final agreement
- **Quarterly Performance Reviews:** Included with every agreement term
- **Billing:** Monthly invoicing for services; annual invoicing for licensing if purchased through Blue Spruce

Payment schedule for the contract is flexible and can be tailored to suit the district's requirements (ex. paid upfront, monthly or quarterly invoicing, etc.). Payments are due 30 days from invoice date.

This Managed Services Agreement is for a 12-month duration with date of service from July 1, 2025 – June 30, 2026, with the option to extend for 1 additional 12-month term until June 30, 2027.

Services will be provided via a combination of remote-access and onsite work and assumes normal business hours for projects, unless otherwise agreed to by both parties.

Terms & conditions

1. **SERVICES.** During the Term (defined below), Blue Spruce Technologies Inc. will provide Client with the Services and, if requested and agreed to by Blue Spruce Technologies Inc. and Client.

2. **DUTIES OF THE PARTIES.**

A. **Duties of Blue Spruce Technologies Inc.** Blue Spruce Technologies Inc. agrees to use commercially reasonable efforts to timely deliver and support the Services for Client in accordance with industry standards.

B. **Duties of Client.** Client agrees to (i) timely submit all payments to Blue Spruce Technologies Inc. at Blue Spruce Technologies Inc.'s place of business; (ii) provide Blue Spruce Technologies Inc. with access to Client's facilities, including access to Client's computer systems, according to the Client's procedures which are provided to Blue Spruce Technologies Inc. in writing and in advance, and

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adequate and suitable facilities and space for Blue Spruce Technologies Inc.'s personnel to work at the Client's facility and on such computer systems. If Blue Spruce Technologies Inc. determines that the Services require Blue Spruce Technologies Inc. to remotely access Client's computer systems, Client agrees that it shall also provide Blue Spruce Technologies Inc. with all the information reasonably requested by Blue Spruce Technologies Inc. for Blue Spruce Technologies Inc. to remotely access Client's computer systems. Client also acknowledges and agrees that the providing of the Services may in some circumstances result in the disruption of services at Client's facility or on Client's computer systems or loss or damage to software or hardware.

3. PRICING AND PAYMENT.

A. Pricing. The fees ("Fees") for Service Offerings are set forth in the Pricing section. The hourly rates for Excluded Services agreed to by Blue Spruce Technologies Inc. and Client are set forth in the Statements of Work to be generated as needed.

B. Payment. Blue Spruce Technologies Inc. will invoice Client on the agreed to schedule, per the Fees set forth in the Pricing section. All Excluded Services provided to Client by Blue Spruce Technologies Inc. are due upon receipt of Blue Spruce Technologies Inc.'s written invoice(s) for such Excluded Services. Blue Spruce Technologies Inc. will have no obligation to perform any services for Client, whether included in this Agreement or otherwise, unless all charges, fees, and taxes for Services rendered under this agreement have been paid in full by Client when due. In the event of non-payment of any sum due and owing under this Agreement, Blue Spruce Technologies Inc. shall have the right to suspend or immediately terminate the providing of all Services, without notice, and Blue Spruce Technologies Inc. may determine whether or not to reinstate any Services upon receipt of payment in full of all sums owed. Any payment not received by Blue Spruce Technologies Inc. on or before thirty (30) days following the due date shall bear interest from the due date until paid in full at the lesser of one percent (1%) per month or the maximum rate allowed by applicable law. Fees are subject to an increase of up to three (3) percent per year. All amounts shall be payable by Client to Blue Spruce Technologies Inc. without right of setoff, deduction, or demand.

4. TERM AND TERMINATION. This Agreement shall be effective for one year, commencing on the date this Agreement is executed by Client and accepted and executed by Blue Spruce Technologies Inc. ("Effective Date"). The initial one-year period (or such shorter or longer period of effectiveness as mutually agreed to by Blue Spruce Technologies Inc. and Client) is referred to as an "Effective Period" and collectively all of the Effective Periods of this Agreement are referred to as the "Term". Either party may terminate this Agreement at any time by providing at least three (3) months ("Notice Period") prior written notice to the other party. Client acknowledges and agrees that Client is responsible to pay monthly Fees for Service Offerings during the Notice Period, regardless if Client requests not to receive such Service Offerings during the Notice Period, at the same monthly amount as the average of the three (3) month period immediately preceding the notice of termination. Blue Spruce Technologies Inc. may immediately terminate this Agreement upon written notice to Client if Client (i) fails to make any payment to Blue Spruce Technologies Inc. when due and such failure continues for a period of five (5) labor days following written notice of such failure by Blue Spruce Technologies Inc. to Client; or (ii) breaches any other provision of this Agreement. Immediately upon the expiration or termination of this Agreement, or upon the earlier request of one of the parties, the other party shall (i) return to the other any and all equipment provided by the other party; and (ii) discontinue the use of and permanently delete from the party's

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computer systems any and all of the other party's software and other computer programs installed or provided by the other party.

5. OWNERSHIP. All materials, including all copyrights, trademarks, logos and other identifying marks (collectively "Materials") of each party are and shall remain the exclusive property of that party, and except as otherwise specifically set forth in this Agreement, no license to use such Materials is granted pursuant to this Agreement. All Materials are proprietary and may not be reproduced, duplicated or disseminated for any purpose. All non-third-party software installed or provided by one of the parties for the other party's use is proprietary software and the exclusive property of installing party.

6. CONFIDENTIAL INFORMATION.

A. Pursuant to providing the Services, either party may gain access to the other party's Confidential Information. Each party will adopt commercially reasonable measures to protect the other party's Confidential Information provided pursuant to this Agreement. For purposes of this Agreement, "Confidential Information" means:

- (i) All inventions, processes, designs, trade secrets, formulas and formulations, methods, know-how, samples, test, technology, standard operating procedure and other data, and other information relating to the preclinical, clinical and pharmaceutical development, analysis, regulatory files and correspondence, manufacturing and packaging in whatever form (written, oral, visual, electronic);
- (ii) All sales and marketing plans, future plans, business plans, financial information, results of consultancies, contracts, customer lists and relationships, and other information which may be needed to be disclosed by each party to the other in relation to business negotiations in whatever form (written, oral, visual, electronic); and
- (iii) Any kind of information identified by one of the parties as Confidential Information

B. Confidential Information does not include information which: (i) the recipient can demonstrate in writing to be rightfully known to recipient at the time it receives the information; (ii) has become publicly known through no wrongful act of the recipient; (iii) the recipient can demonstrate in writing to have been rightfully received by recipient from a third party authorized to make such communication without restriction; or (iv) has been approved for release by written authorization of the discloser. A recipient may disclose Confidential Information if required by court or government action to be disclosed; provided, however, the recipient must first provide the discloser with reasonable prior, written notice of such disclosure so that the discloser may attempt to prevent such disclosure, and that the Confidential Information shall continue to be treated as Confidential Information for all other purposes.

C. Each party undertakes to hold any and all Confidential Information in confidence and to use it exclusively for the purposes set forth in this Agreement. Neither party shall, directly or indirectly, make use of the Confidential Information of the other party without the other party's prior, written consent.

D. Blue Spruce Technologies Inc. and Client agree, except as otherwise set forth in this Agreement and unless otherwise required by law or compelled by a court of competent jurisdiction, not to disclose to a third party, without the prior written consent of the other party, the Confidential Information, including the terms and/or conditions of this Agreement, including, without limitation, not



disclosing or sharing a copy of this Agreement with any third party. Blue Spruce Technologies Inc. agrees to protect the confidentiality of Client's Confidential Information provided to Blue Spruce Technologies Inc. per terms of Blue Spruce Technologies Inc.'s standard Confidentiality Policy.

7. **HIRING OF** Blue Spruce Technologies Inc.'s employees. In the absence of Blue Spruce Technologies Inc.'s prior written consent, and for a period of twelve (12) months following the expiration or termination of this Agreement, for any reason whatsoever, Client agrees not to hire or engage, directly or indirectly, any person who, at any time during the twelve (12) months immediately preceding such hiring or engagement, was an employee of Blue Spruce Technologies Inc. employed to perform the Services or other services similar to the Services for any customer of Blue Spruce Technologies Inc.. Blue Spruce Technologies Inc. and Client agree that the damages from a breach of this Section would be difficult to ascertain. Therefore, in the event Client breaches this provision, Client agrees to pay Blue Spruce Technologies Inc., as liquidated damages and not as a penalty, a sum equal to twenty-four (24) month's pay for each former employee of Blue Spruce Technologies Inc. hired by Client, at the rate paid by Blue Spruce Technologies Inc. for the last full month of such employee's employment with Blue Spruce Technologies Inc. In addition, Blue Spruce Technologies Inc. shall be entitled to temporary and permanent injunctions in order to prevent or restrain any such violation of this Section by the Client or its partners, agents, representatives, servants, employers, employees and any and all persons directly or indirectly acting for or with the Client. These remedies shall be in addition to, and not in limitation of, any other rights or remedies afforded to Blue Spruce Technologies Inc. under this Agreement or available to Blue Spruce Technologies Inc. at law or in equity.

8. **FORCE MAJEURE.** Except for payment obligations, the parties shall not be responsible for failure to render any obligation due to causes beyond its reasonable control, including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, floods, war, acts of terrorism, delays in transportation, accident, failure of Client to provide a suitable operating environment for Blue Spruce Technologies Inc., hardware malfunctions caused by defects in software or otherwise, failure of Client to allow Blue Spruce Technologies Inc. access to its computer system, acts of God and other similar occurrences. The obligations and rights of the parties shall be extended on a day-to-day basis for the duration of excusable delay.

9. **REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants to the other party that (i) it has the full right, power and authority to enter into and to perform this Agreement; (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action; (iii) this Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization,

moratorium and other laws affecting the rights of creditors generally; and (iv) the execution, delivery and performance of this Agreement does not or will not violate or cause a breach or default under (a) the governing corporate or company documents of such party; (b) any agreement, lease, mortgage, license or other contract to which such party is a party; or (c) any law, rule, regulation, order, decree or consent action by which such party is bound or to which it is subject.

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10. DISCLAIMER OF WARRANTIES. Blue Spruce Technologies Inc. DOES NOT WARRANT THE UN-INTERRUPTED OR ERROR-FREE OPERATION OR PROVISION OF THE SERVICES, THAT THE SERVICES WILL BE FREE FROM INTERRUPTION, THE SERVICES WILL BE SECURE FROM UNAUTHORIZED ACCESS, THAT THE SERVICES WILL DETECT EVERY SECURITY OR OTHER VULNERABILITY OF CLIENT'S COMPUTER SYSTEMS, OR THAT RESULTS GENERATED BY THE SERVICES WILL BE ERROR-FREE, ACCURATE OR COMPLETE. ALL INFORMATION, MATERIALS AND SERVICES ARE PROVIDED TO CLIENT "AS IS". EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, Blue Spruce Technologies Inc. HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT.

The Services may become unavailable due to any number of factors, including, without limitation, scheduled or unscheduled maintenance, technical failure of the software, telecommunications infrastructure, or the unavailability or interruption of access to the Internet. The disclaimers set forth in this Section shall apply regardless of whether (i) Blue Spruce Technologies Inc. determines that Client's computer systems are deemed "secure", (ii) Client performs such modifications to its computer systems as Blue Spruce Technologies Inc. reasonably suggests in order for Client's computer systems to be deemed "secure", or (iii) otherwise.

11. LIMITATION OF LIABILITY. Blue Spruce Technologies Inc. WILL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES: ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Blue Spruce Technologies Inc. IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFITS, LOSS OF DATA, EQUIPMENT DOWNTIME, OR LOSS OF GOODWILL. CLIENT ACKNOWLEDGES AND AGREES THAT Blue Spruce Technologies Inc.'s AGGREGATE LIABILITY TO CLIENT FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES ARISING OUT OF WITH THIS AGREEMENT AND/OR THE SERVICES SHALL NOT EXCEED THE FEES PAID BY CLIENT PURSUANT TO THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST OCCURRENCE OF THE APPLICABLE DAMAGES, LOSSES, FEES, CHARGES, EXPENSES AND/OR LIABILITIES.

Client acknowledges that the limitations on liability were specifically bargained for and are acceptable to Client. Client's willingness to agree to the limitations of liability set forth in this Section was material to Blue Spruce Technologies Inc.'s decision to enter into this Agreement. The limitations on liability set forth in this Section shall be enforceable to the maximum extent permitted by applicable law.

12. GENERAL TERMS. This Agreement is the entire agreement between Blue Spruce Technologies Inc. and Client and supersedes any prior understandings or written or oral agreements between Blue Spruce Technologies Inc. and Client with respect to the subject matter of this Agreement. This Agreement may only be amended or changed pursuant to a written document duly executed by both Blue Spruce Technologies Inc. and Client. No waiver of a breach of any provision of this Agreement



by any party shall be construed as a waiver of a subsequent breach of the same or any other provision of this Agreement. Client's obligation to pay for any Services or other services received by Blue Spruce Technologies Inc. and each of the provisions of Section 3, 5 through 7, and 10 through 14 shall survive the expiration or earlier termination of this Agreement. The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining Agreement or any other provision of the Agreement. All exhibits and schedules to this Agreement are true, correct and hereby incorporated into by reference and made a part of this Agreement. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by Blue Spruce Technologies Inc. and Client and their successors and permitted assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise specifically agreed to in writing by Blue Spruce Technologies Inc. and Client. This Agreement and the rights and obligations of the Parties are not assignable without the prior written consent of the other Party. Any attempt by one of the Parties to assign any this Agreement or any right, duty, or obligation which arises under this Agreement, without such consent, will be void. This Agreement shall not be construed to give any person other than Blue Spruce Technologies Inc. and the Client any legal or equitable right, remedy or claim under or with respect to this Agreement. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent entity and not as an agent of the other party for any purpose, and neither will have the authority to bind the other. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect, and all of which taken together shall constitute one and the same instrument.

The parties reserve the right to maintain an executed copy of this Agreement in electronic form only and agree that a print-out of such electronic form of this Agreement will be deemed an original for all purposes relating to the enforceability of the terms and conditions of this Agreement.

13. NOTICES. All notices required pursuant to this Agreement shall be written and shall be delivered by (i) hand-delivery; (ii) nationally recognized overnight delivery service (such as FedEx, UPS, DHL, or USPS Express Mail); or (iii) electronic mail with verification of receipt. All such notices and other communications shall be addressed to the other party at the address set forth in this Agreement or to such other address as a party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (i) on the date delivered if by hand-delivery; (ii) on the date delivered or the date delivery is refused by the recipient, if by nationally recognized overnight delivery service; or (iii) upon verification of receipt if by electronic mail.

14. DISPUTE RESOLUTION. Except as otherwise specifically set forth in this Agreement, the parties hereby agree to resolve any and all controversies, claims and/or disputes arising out of this Agreement and/or any Services (each, a "Dispute") solely pursuant to the terms of this Section.

A. Management Resolution. All Disputes shall first be referred to the parties' authorized representatives for discussion and resolution of the Dispute ("Management Resolution"), which representatives are the individuals who have executed this Agreement on behalf of their party.



B. Arbitration. If Management Resolution fails to resolve the Dispute, then the Dispute shall be resolved by final, binding arbitration ("Arbitration") in CITY, STATE administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules.

C. Governing Law; Venue; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Hampshire (without giving effect to principles of conflicts of laws). For any action to compel Arbitration, enforce an Arbitration award or seek injunctive relief pursuant to this Agreement, the parties hereby expressly consent to the (i) venue of Rockingham County, NH, USA, and each party hereby expressly waives any objection to such venue based upon forum non-convenience or otherwise; and (ii) jurisdiction of the state and/or federal courts in and/or for Rockingham County, NH, USA.

D. Prevailing Party Attorney's Fees. In the event of any Arbitration, action to compel Arbitration, action to enforce an Arbitration award or action to seek injunctive relief pursuant to this Agreement, the prevailing party in such proceeding shall be entitled to an award of their reasonable attorneys' fees and costs for each such proceeding, including the Arbitration, trial and for all levels of appeal.

E. Injunctive Relief; Cumulative Remedies. Each party agrees that a violation or breach of any of the ownership or non-disclosure provisions of this Agreement could cause irreparable harm to the non-breaching party for which monetary damages may be difficult to ascertain or an inadequate remedy. Therefore, each party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of the ownership or non-disclosure provisions of this Agreement, and each party hereby expressly waives any objection, in any such equitable action, that the other party may have an adequate remedy at law. The rights and remedies set forth in this Agreement are cumulative and concurrent and may be pursued separately, successively or together.

IN WITNESS WHEREOF, City of Biddeford and Blue Spruce Technologies Inc. have duly authorized, executed and entered in this Agreement upon the latter of the dates set forth below.

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Agreement

To ensure that requirements are clearly stated and that the proposed services meet expectations, it is important that the City of Biddeford reviews this proposal prior to the authorization and start date. By signing this proposal, the City of Biddeford hereby agrees to all terms and conditions set forth.

Blue Spruce Technologies, Inc.:

City of Biddeford:

Signature

Date

Signature

Date

Steve Pettit

President

Jerry Gerlach

IT Director



Appendix A – Microsoft Endpoint Licensing – Version 2.0

To provide the City of Biddeford, Maine, with the most cost effective and appropriate Endpoint Detection and Response (EDR) solution that integrates seamlessly with Blue Spruce's Managed SOC-Sensilla.cloud platform, and given the city has 153 operational desktop computers and 20 each servers (virtual machines in a Scale Computing environment) each of which will require an appropriate EDR - Defender for Endpoint or Defender for Server license, and given the city has invested in Microsoft 365 with 12 each of the Frontline Worker - F3 licenses (note: the city will reduce the total number of F3 licenses, resulting in total of 12 each of the F3 licenses), and 141 each of the Government Worker - G3 licenses, and given the city is primarily a windows shop (vs. apple or android), Blue Spruce is recommending the use of Microsoft Intune, Entra, Defender for Endpoint, and Defender for Server as the focus of the EDR solution.

Licensing for Defender for Endpoint Cost Explanation – Given the City has 203 endpoint desktop computers that will require “Defender” licensing, Blue Spruce is recommending the following licensing approach:

NCE Microsoft 365 Government Community Cloud (GCC) G5 Annual Licensing Commit Calculation:

- All the existing (141) Government - G3 licenses should be converted to G5, as there is no “upgrade” SKU, the license costs for G5 (PN: 9505599) will be prorated to the remaining time left on the existing G3 licenses agreement to satisfy the annual commit for “Defender for Endpoint”.
- The following are MSRP pricing examples:
 - Microsoft 365 G3: ~\$36.00/user/month (annual commitment MSRP total \$432.00)
 - Microsoft 365 G5: ~\$57.00/user/month (annual commitment MSRP total \$684.00)
- The expanded capabilities of the G5 license over G3, include:
 - Advanced security and compliance features
 - Advanced Threat Protection (ATP), including sophisticated defense against phishing and zero-day threats
 - Scalable business analytics with Power BI
 - Advanced Audio-Conferencing capabilities for up to 1,000 attendees, including dial-in for external participants within Microsoft Teams
 - Unified communications features
 - Advanced eDiscovery with predictive coding and text analytics
 - Personal and organizational analytics
 - In essence, G3 offers a robust set of features for productivity and compliance, while G5 provides a more comprehensive package with advanced security, analytics, and communication tools, leading to the higher price point.

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NCE Microsoft 365 F5 Security Add-on GCC Annual Licensing Commit Calculation:

- (12) F3 licenses (down from the pool of 212 F3 licenses), will be required as a “user” baseline for the city frontline workers... an additional (12) F5 Security “add-on” licenses will require to meet the total requirement of (141+12) 153 endpoint devices needing “Defender for Endpoint”.
- The following are MSRP pricing examples:
 - Microsoft 365 F3: \$8.00/user/month (annual commitment)
 - Microsoft 365 F5 Security Add-on: \$8.00/user/month (annual commitment)

Appendix B – MSP Project Implementation Overview – Version 2.0

Project Introduction & Overview

Blue Spruce Technologies is pleased to propose a comprehensive, phased Managed Service Provider (MSP) engagement to the City of Biddeford, Maine, encompassing Managed Network Services (NOC), Managed Security Operations (SOC) integrated with Sensilla.cloud, and a fully deployed Microsoft-based Endpoint Detection and Response (EDR) solution leveraging Entra ID, Intune, and Defender.

This project will be delivered through a structured, milestone-based approach that includes discovery, assessment, architecture and design, licensing alignment, and phased implementation of all infrastructure and service layers required to support a secure, resilient, and responsive IT environment for the city.

Phase 1: Discovery, Assessment, and Planning

- **Asset and Topology Discovery:** Blue Spruce will perform a comprehensive discovery and mapping of Biddeford's current network infrastructure, security posture, endpoint inventory (including 141 G3, 12 F3 devices, and 20 virtual servers in a Scale Computing environment), and existing software licensing.
- **Identity and Directory Review:** Verification that Microsoft Entra ID is fully implemented and functioning as the primary identity and authentication source of truth.
- **Licensing Reconciliation:** Assessment of existing Microsoft 365 license holdings and identification of gaps. This includes:
 - Upgrading 141 G3 licenses to G5 for advanced security and compliance.
 - Augmenting 12 frontline worker F3 licenses with Microsoft F5 Security add-ons.
 - Procuring 20 Microsoft Defender for Endpoint Server licenses for virtualized server protection.

Phase 2: Architectural Design and Solution Engineering

- **Managed Network (NOC):**
 - Design and configuration of monitoring and alerting infrastructure using Zabbix and other telemetry platforms.
 - Integration with SOC for intelligent baseline analysis and anomaly detection.
- **Managed Security (SOC + Sensilla.cloud):**
 - Deployment of the Sensilla ML-driven SOC platform, establishing real-time threat monitoring, alerting, and response capabilities.
 - Engineering of event forwarding from firewalls, switches, and endpoint agents into the SOC data lake for unified visibility.

- **Microsoft EDR Solution:**
 - Design of policy frameworks and compliance baselines using Microsoft Intune for device enrollment, configuration, and enforcement.
 - Integration of Microsoft Defender for Endpoint with Intune and Entra ID for identity-anchored endpoint protection.
 - Creation of Conditional Access policies, device compliance profiles, and threat remediation workflows.

Phase 3: Implementation and Deployment

- **Infrastructure Provisioning:**
 - Establishment of NOC and SOC operational layers including secure connectivity, access controls, and centralized logging.
- **License Activation and Platform Configuration:**
 - Upgrade and assignment of all Microsoft licenses per discovery outputs.
 - Configuration of Intune enrollment groups, compliance policies, and Defender onboarding scripts.
- **Security Posture Hardening:**
 - Activation of Defender antivirus, attack surface reduction (ASR) rules, and endpoint telemetry reporting.
 - Implementation of threat response automations using Microsoft Defender XDR capabilities.

Phase 4: Operational Readiness and Service Transition

- **Validation & Testing:**
 - Validation of all security policies, endpoint telemetry, and system interconnectivity.
 - Pilot testing on a defined subset of users and systems prior to city-wide rollout.
- **Training & Documentation:**
 - Delivery of end-user and administrator training sessions.
 - Provision of runbooks, SOPs, and architecture documentation.
- **Ongoing Service:**
 - Transition to full MSP-managed operational state for NOC, SOC, and EDR services.
 - Weekly operational check-ins during the first 90 days of service commencement.

This phased and deliberate approach ensures minimal disruption to daily city operations while enabling a secure, intelligent, and resilient IT infrastructure aligned with industry best practices and Zero Trust security principles. Blue Spruce Technologies stands ready to partner with the City of Biddeford in this critical modernization initiative.

City of Biddeford



2025.135 IN BOARD OF CITY COUNCIL... October 7, 2025

BE IT ORDERED, that City Council approves the purchase of Platform services by Systems Engineering in the amount of \$104,618.52 for enhanced security management of the City of Biddeford's information technology. This service will be paid for out of account 21107-60315.

Attest by: _____
Robin Patterson



City Council

Meeting Date: October 7, 2025

Meeting Time: 6:00 PM

Agenda Item No: 11.g

Item 2025.137 Approval/ Amend Order 2025.52 to correct tax interest rate for

Description: 2025

Submitted By: Truc Dever, City Manager

Key Terms:

Executive Summary:

The Office of the Maine State Treasurer sets the annual maximum rate of interest that can be collected on delinquent taxes. The maximum rate for 2025 is 7.50%. Order 2025.xx corrects Order 2025.52 that set the interest rate at 8.00% per annum.

Detailed Review:

On May 6, 2025, Council approved Order 2025.52 establishing that "interest shall be collected at the rate of 8.00% per annum on any taxes remaining unpaid (delinquent)" after the installment deadline dates. Per 36 M.R.S. Section 505(4), the Treasurer of the State has the authority to set the tax rate within stated guidelines for the taxable year and post it to the website. (Website: [Delinquent Tax Rates | Office of the Maine State Treasurer](#).) The site states the maximum rate of interest that can be charged is 7.50% for Taxable Year 2025. Refer to Attachment 1.

Order 2025.137 amends the interest rate to be collected on delinquent taxes to 7.50%.

Funding Source:

None

Staff Recommendation:

Staff recommends Council approves the amendment to adjust the interest rate to be collected on delinquent taxes to be compliant with the state maximum for 2025.

Next Steps:

Property tax bills will include language that sets the interest rate at 7.50% for delinquent taxes.

Attachments:

1. Attachment 1-Delinquent Tax Rates State Treasurer
2. 2025.137 ORDER-Interest for delinquent property taxes

[Home](#)[About Us](#)[Cash Management](#)[Revenue Sharing](#)[Debts & Bonds](#)[Unclaimed Property](#)[ABLE Maine](#)[Maine Retirement Savings Board](#)[Home](#) → [Revenue Sharing](#) → Delinquent Tax Rates[Monthly
Distributions](#)[Projections](#)[Delinquent Tax
Rates](#)

Delinquent Tax Rates

Municipalities may, by vote, determine the rate of interest that shall apply to taxes that become delinquent during a particular taxable year until those taxes are paid in full. The maximum rate of interest that can be charged per [Title 36, M.R.S.A. Section 505.4](#) is as follows:

Taxable Year	Maximum Rate
2025	7.50%
2024	8.50%
2023	8.00%
2022	4.00%
2021	4.00% up to 6.00%
2020	8.00%
2019	9.00%
2018	8.00%
2017	7.00%
2016	7.00%
2015	7.00%
2014	7.00%
2013	7.00%
2012	7.00%
2011	7.00%
2010	7.00%
2009	7.00% up to 9.00%
2008	11.00%
2007	12.00%

Taxable Year	Maximum Rate
2006	11.00%
2005	7.75%
2004	6.50%
2003	7.00%
2002	6.75% up to 8.75%
2001	11.50%
2000	10.75%
1999	10.00%
1998	10.75%
1997	10.50%
1996	10.75%
1995	10.75%
1994	10.00%
1993	10.00%
1992	10.00%
1991	12.00%

If you have any questions about this information, please feel free to contact my office.

Credits

Information

Contact

Email Updates

[Maine.gov](#)

[Treasurer Home](#)

[Site Policies](#)

[Accessibility Policy](#)

39 State House Station
Cross Office Building, 3rd floor
111 Sewall Street
Augusta, Maine 04333-0039

Phone: 207-624-7477

TTY: Maine Relay 711

Fax: 207-287-2367

Sign up to receive email news from the State Treasurer's Office.

[Sign up](#)

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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 half of the circle, and "MAINE" is at the bottom. There are small stars on either side of the word "MAINE".

2025.137

IN BOARD OF CITY COUNCIL... October 7, 2025

BE IT ORDERED, that the City Council does hereby approve that in accordance with 36 M.R.S. §505(4), the interest rate to be collected on any taxes remaining unpaid shall be 7.50% per annum after the installment deadline dates set in Order 2025.52 and further amended in Order 2025.132.

Note: This Order amends the interest rate that shall be collected from 8.00% per annum to 7.50% per annum.

Attest by: _____



City Council

Meeting October 7, 2025

Date:

Meeting 6:00 PM

Time:

Agenda Item 11.h

No:

Item 2025.139 Approval/Amend Chapter 42, Art IV - Sec. 42-92 Limited Parking - Delete

Description: 15-min Parking, 163 Main St

Submitted JoAnne W. Fisk, Chief of Police

By:

Key Terms:

Executive Summary:

The Traffic Commission reviewed and recommended an adjustment to limited parking on Main Street at its July 29 and September 23, 2025 meetings. 15-minute parking would be removed in front of 163 Main St. through an amendment to City Ordinance 42-92 Limited Parking -Main Street.

Detailed Review:

The City of Biddeford's Traffic Committee voted at its July 29, 2025 meeting to recommend to City Council the following: City Ordinance Part II Code of Ordinances Chapter 42 Motor Vehicles and Traffic Specific Street Regulations — Main Street, to remove the existing parking restriction on the odd-numbered side in front of 163 Main Street. This was previously a 15 minute space in front of the former Pepperell Bank site. Order 2025.139 codifies the elimination of the 15 Minute spot at 163 Main St. This order is an ordinance change and requires a second reading and will go into effect 30-days following the second reading.

Funding Source:

N/A

Staff Recommendation:

Staff recommends this change to the City Ordinance.

Next Steps:

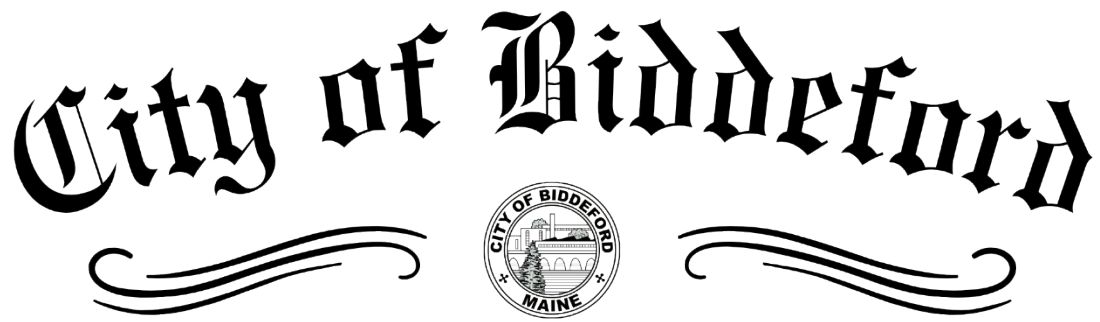
This item will need a Second Read by Council and notification to Department of Public Works for sign removal.

Attachment 1-Photo of parking area

Attachments:

1. Attachment 1 - Photo -163 Main remove no parking
2. Council Order Main St delete parking 163 Main St





2025.139 IN BOARD OF CITY COUNCIL... October 7, 2025
BE IT ORDERED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-92 Limited Parking**, is amended by adding or ~~deleting~~ to read as follows:

~~Main Street, odd numbered side, beginning at a point 20 feet southeast from the intersection with Washington Street, thence southerly for a distance of 21 feet, 15 minute parking, between the hours of 8:00 a.m. to 5:00 p.m. Monday through Saturday.~~

Attest by: _____



City Council

Meeting October 7, 2025

Date:

Meeting 6:00 PM

Time:

Agenda 11.i

Item No:

Item 2025.140 Approval/Amend Code of Ordinances, Chapter 42, Art IV, - Sec. 42-92 -

Description: Limited Parking - Add 15-Min Parking, Main/York

Submitted JoAnne W. Fisk, Chief of Police

By:

Key Terms:

Executive Summary:

The City of Biddeford's Traffic Committee voted at its September 23, 2025 meeting to recommend to City Council the following: City Ordinance Part II Code of Ordinances Chapter 42 Motor Vehicles and Traffic Specific Street Regulations — Main Street, addition of one 15-minute parking stall by York Street. This item will need a Second Reading. Attachment 1 is a photo of the parking area.

Detailed Review:

The Traffic Committee voted to recommend to City Council the conversion of a two-hour parking stall to a 15-minute parking stall. The Code of Ordinances would be amended to read as follows:

Section 42-92 Limited Parking: Main Street, even side of the road beginning at a point 20 feet from the northwesterly corner of the intersection of Main Street with York Street westerly for a total distance of 21 feet one 15-minute parking stall between the hours of 9:00 a.m. to 6:00 p.m. Monday through Saturday.

Funding Source:

N/A

Staff Recommendation:

Staff is neutral on this agenda item.

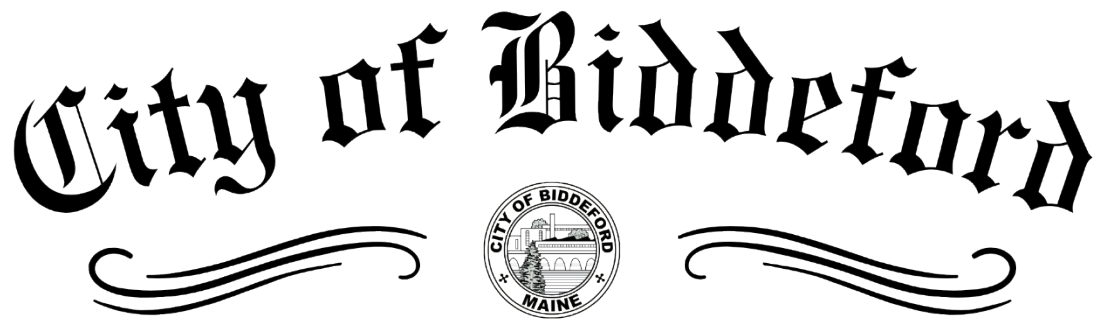
Next Steps:

This order will need a Second Reading.

Attachments:

1. Attachment 1- Photo Main St at York St
2. Council order Main St Limited Parking change





2025. 140 IN BOARD OF CITY COUNCIL... October 7, 2025
BE IT ORDERED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations, **Section 42-92 Limited Parking**, is amended by adding or ~~deleting~~ to read as follows:

Main Street, even-numbered side, beginning at a point 20 feet from northwesterly corner of the intersection with York Street, Thence westerly for a distance of 21 feet, 15 minutes, between the hours of 9:00 a.m. to 6:00 p.m. Monday through Saturday.

Attest by: _____



City Council

Meeting Date: October 7, 2025
Meeting Time: 6:00 PM
Agenda Item No: 11.j
Item Description: 2025.142 Approval/Fortunes Rock Ocean Wall Repair
Submitted By: Jeff Demers, Public Works Director

Key Terms:

Fortunes Rocks ocean wall repair

Executive Summary:

The Public Works Department is seeking approval for the final reconstruction of the Fortunes Rocks Road beach retaining wall that was damaged during the 2024 storm.

Detailed Review:

The Public Works Department posted 'Request for Bids' on the city website (Attachment 1). Public Works requested a lump sum time and material bid for the 2024 storm repairs. Out of two bids, Shaw Brothers was the lowest responsive bidder at \$874,494. This was \$23,226 less than the second bid (Attachment 2). If approved, Shaw Brothers will perform 2,580 linear feet of granite ocean wall rehabilitation. See Exhibit A for repair locations. This work will consist of the following:

- Mobilization and demobilization.
- Site demolition.
- Installation of the proposed seawall repairs with embankment fill.
- Replacement and reset of revetment.
- Furnishing and installing an estimated additional 100 tons of stones.
- General site improvements.
- Reconstruction of parking surface, if needed.

Funding Source:

FEMA DR-4764 (Special Emergency Account) Funding for the project is through FEMA reimbursements with a starting balance of \$1,391,654 for Fortunes Rocks repairs. Temporary

repairs performed in April 2025 totaled \$358,007, leaving a balance of \$1,033,647.

Staff Recommendation:

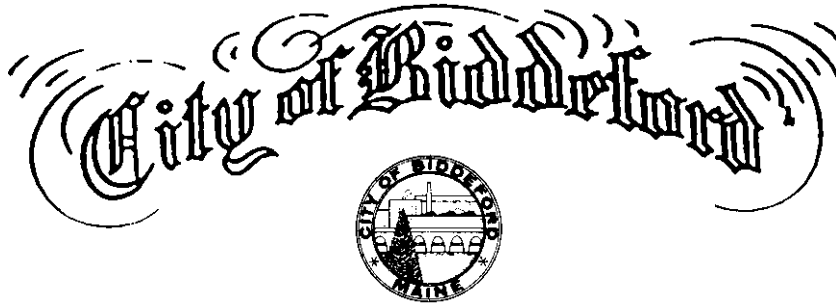
Staff are recommending low bidder Shaw Brother Inc. to perform the work for a bid price of \$874,484. Public Works is requesting a contingency of 3% (\$26,240) for extra materials, if needed, for a total not to exceed \$900,494.

Next Steps:

If approved by Council, Shaw Brothers will begin work the week of October 20, 2025.

Attachments:

1. ORDER-Ocean wall repairs
2. Attachment 1: RFP Granite Wall
3. Attachment 2: Bid tab
4. Exhibit A-2025-08-Rocks Wall Repair



2025. 142

IN BOARD OF CITY COUNCIL... October 7, 2025

BE IT ORDERED, that the City Council approves the Public Works Department to enter into a contract with Shaw Brothers, Inc. for the amount not to exceed \$900,494 for the Fortunes Rocks Ocean Wall repairs. \$26,240 of the \$900,494 is to be set aside as a contingency if needed for added stones and rock.

To be paid out of account: FEMA DR-4764 (Special Emergency Account)

Attest by: _____

TIME & MATERIAL CONTRACTORS BID FORM

Granite Ocean Wall Rehabilitation

Contractor Information

- **Company Name:** _____
 - **Contact Name:** _____
 - **Phone Number:** _____
 - **Email Address:** _____
 - **License Number (if applicable):** _____
 - **Project Name/Reference:** _____
 - **Date:** _____
-

Item #1 Mobilization/Demobilization

Item #2 Site Demolition (incl. Stockpile Revetment)

Item #3 Install Proposed Seawall with Embankment Fill (MEDOT Item 703.19 –

Item #4 Replace and Reset Revetment

Item #5 Furnish and Install Additional 100 Tons (6-8 ton stones)

Item #6 General Site Improvements

Item #7 Reconstruction of Parking surface as needed.

Scope of Work

The demolition and reconstruction of granite stone seawall located along Fortunes Rocks Road. The RFP deadline will be September 24th 2025 @ 3:00pm

Demolition/Construction: The entirety of existing stone wall needs to be pulled back. Fabric and granular borrow needs to be placed, then stones re-piled and placed.

Restrictions: Due to the requirements of the Maine DEP, the following shall be adhered to:

- The height of the replacement wall shall not exceed the height of the existing wall.
- The location of the replacement wall shall be the same as the existing wall.
- The dimensions of the replacement wall cannot exceed the dimensions of the existing wall.

Materials:

Embankment Fill

(MEDOT Item 703.19 – Granular Borrow) - 1,300 cubic yards

703.19 Granular Borrow - Granular borrow shall consist of sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay, frozen material and other deleterious substances. The gradation of that portion passing a 3 inch sieve shall meet the gradation requirements of the following table:

Percentage by Weight Passing Square Mesh Sieves.

Sieve Designation	Material for Underwater	Backfill Material for Embankment Const
No. 40	0-70	0-70
No. 200	0-7.0	0-20.0

Granular borrow for underwater backfill shall contain no particles or fragments larger than 6 inches. Granular borrow for embankment construction shall contain no particles or fragments with a maximum dimension in excess of the compacted thickness of the layer being placed.

Filter Fabric

Filter Fabric (non-woven, meeting minimum property test values of Mirafi 180N, or equal, installed on embankment fill and in toe key): 5,700 square yards

1-1/2 Stone (Minium 12” thick installed on the filter fabric)

Imported 1-1/2-inch crushed stone (minimum 12-inch thick installed on the filter fabric): 2,000 cubic yards

Imported Riprap

Imported Riprap (contractor to evaluate size/weight based on project requirements, installed on the crushed stone): 3,000 tons

BID SHEET

<u>Description</u>	<u>Quantity</u>	<u>Price</u>
<u>Labor and Equipment:</u>		
Equipment Mobilization		
Excavators- (please specify)		
Loader-		
Trucks-		
Flaggers-		
Steel plates to protect Asphalt-		
Replace and Reset Revetment-		
Lump Sum (Labor/Equipment Total		



Additional Notes or Clarifications:

Authorization

By signing below, the Contractor certifies the information provided is true and accurate to the best of their knowledge and agrees to the terms above.

Contractor Signature: _____

Date: _____

Client Signature (if applicable): _____

Date: _____

Payment Terms

Example: Net 30 days from invoice date. Weekly billing based on actual hours and materials used. Receipts and time logs will be provided.

Demers, Jeff

From: Demers, Jeff
Sent: Wednesday, September 24, 2025 4:55 PM
To: Lindsay Dearborn; jshaw@shawbrothers.com
Cc: melliot@shawbrothers.com; Lovejoy, Joseph; Fecteau, Roby
Subject: FW: Your scan (Scan to My Email)
Attachments: scan.pdf

Please see attached.

The totals were (see attached) Shaw Brothers Inc. @ \$874,494 Dearborn @ \$897,720.

City of Biddeford will be awarding the bid to the low bidder being Shaw brothers Inc. low bid by \$23,226

Thank you Both for the time your Company's spent on this bid. Any questions or concerns please do not hesitate to reach out at any time.

Respectfully,

Jeff Demers
Director of Public Works/Waste Water Department Jeff.Demers@biddefordmaine.org

371 Hill Street
Biddeford, maine 04005
Tele 207-282-1579
Fax 286-9395

-----Original Message-----

From: Demers, Jeff <jeff.demers@biddefordmaine.org>
Sent: Wednesday, September 24, 2025 4:33 PM
To: Demers, Jeff <Jeff.Demers@Biddefordmaine.org>
Subject: Your scan (Scan to My Email)

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the IT Department



999 NARRAGANSETT TRAIL

BUXTON, MAINE 04093

(207) 839-2272

FAX: (207) 929-8560

GRANITE OCEAN WALL REHABILITATION BID

- Company Name: Dearborn Brothers Construction, Inc.
- Contact Name: Lindsay Dear – Vice President
- Phone Number: (207) 929-8812
- Email Address: ldearborn@dearbornconstruction.com
- License Number: N/A
- Project Name/Reference: Granite Ocean Wall Rehabilitation
- Date: 9/24/2025

BID ITEMS

- **ITEM #1 Mobilization/Demobilization: \$35,420.00**
- **ITEMS #2, 3, and 4:**
 - Volvo EC360 excavator with buckets and thumb attachment: \$285.00 per hour (Estimated 520 hours).
 - Volvo EC300 excavator with buckets and grapple attachment: \$245.00 per hour (Estimated 780 hours).
 - Volvo L120 loader with bucket and forks: \$215.00 per hour (Estimated 780 hours).
 - Skid-steer loader with bucket and sweeper attachment: \$125.00 per hour (Estimated 50 hours).
 - Peterbilt tri-axle dump truck (on-site): \$125.00 per hour (Estimated 100 hours). (This is for on-site time only, and does not apply to delivered materials prices).
 - Supervisor with support vehicle and layout equipment: \$200.00 per hour (Estimated 780 hours).
 - Construction worker: \$75.00 per hour (Estimated 330 hours).
- **ITEM #5: See Unit Prices (Attached).**
- **ITEM #6: General Site Improvements: \$45,500.00.**
- **ITEM #7: Reconstruction of Parking Surface as needed: To Be Determined.**

UNIT PRICES:

- **703.19 Granular Borrow delivered to site: \$20.00 per cubic yard, measured by truckload.** (Estimated 1,300 cubic yards).
- ✓ **Mirafi 130N or equal Geotextile Fabric: \$650.00 per 500 square yard roll (Estimated 12 rolls).**
- **1.5-inch Crushed Stone delivered to site: \$36.00 per cubic yard, measured by truckload (Estimated 2,000 cubic yards).**
- **Imported rip rap stone: \$300.00 per stone. (Estimated 15 stones) Note: Each stone averages 2 cubic yards.**
- **Flaggers: \$46.00 per hour per flagger.**

NOTE: Items 2, 3, 4, and 5 will be billed on a Time plus Materials basis according to unit prices.


Authorized Signature

Lindsay Dearborn - Vice President
Printed Name and Title

TIME & MATERIAL CONTRACTORS BID FORM

Granite Ocean Wall Rehabilitation

Contractor Information

- Company Name: Shaw Brothers Construction, Inc.
 - Contact Name: Mitch Elliott
 - Phone Number: 207-839-2552
 - Email Address: melliott@ShawBrothers.com
 - License Number (if applicable): N/A
 - Project Name/Reference: 5788
 - Date: 9/24/25
-

Item #1 Mobilization/Demobilization

Item #2 Site Demolition (incl. Stockpile Revetment)

Item #3 Install Proposed Seawall with Embankment Fill (MEDOT Item 703.19 –

Item #4 Replace and Reset Revetment

Item #5 Furnish and Install Additional 100 Tons (6-8 ton stones)

Item #6 General Site Improvements

Item #7 Reconstruction of Parking surface as needed.

Scope of Work

The demolition and reconstruction of granite stone seawall located along Fortunes Rocks Road.
The RFP deadline will be September 24th 2025 @ 3:00pm

Demolition/Construction: The entirety of existing stone wall needs to be pulled back. Fabric and granular borrow needs to be placed, then stones re-piled and placed.

Restrictions: Due to the requirements of the Maine DEP, the following shall be adhered to:

- The height of the replacement wall shall not exceed the height of the existing wall.
- The location of the replacement wall shall be the same as the existing wall.
- The dimensions of the replacement wall cannot exceed the dimensions of the existing wall.

Materials:

Embankment Fill

(MEDOT Item 703.19 – Granular Borrow) - 1,300 cubic yards

703.19 Granular Borrow - Granular borrow shall consist of sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay, frozen material and other deleterious substances. The gradation of that portion passing a 3 inch sieve shall meet the gradation requirements of the following table:

Percentage by Weight Passing Square Mesh Sieves.

Sieve Designation	Material for Underwater	Backfill Material for Embankment Const
No. 40	0-70	0-70
No. 200	0-7.0	0-20.0

Granular borrow for underwater backfill shall contain no particles or fragments larger than 6 inches. Granular borrow for embankment construction shall contain no particles or fragments with a maximum dimension in excess of the compacted thickness of the layer being placed.

Filter Fabric

Filter Fabric (non-woven, meeting minimum property test values of Mirafi 180N, or equal, installed on embankment fill and in toe key): 5,700 square yards

1-1/2 Stone (Minimum 12" thick installed on the filter fabric)

Imported 1-1/2-inch crushed stone (minimum 12-inch thick installed on the filter fabric): 2,000 cubic yards

Imported Riprap

Imported Riprap (contractor to evaluate size/weight based on project requirements, installed on the crushed stone): 3,000 tons

Description**Quantity****Price****Labor and Equipment:**

Equipment Mobilization

★ SEE ATTACHED

Excavators- (please specify)

Loader-

Trucks-

Flaggers-

Steel plates to protect Asphalt-

Replace and Reset Revetment-

Lump Sum (Labor/Equipment Total\$599,744.20

★ SEE ATTACHED

Bid Estimate Worksheet

	Shaw Brothers Construction, Inc.					
	511 Main Street, PO Box 69					
	Gorham, Maine 04038					
	Phone: 208-839-2552					
	Fax: 207-839-6239					
CONSTRUCTION COST ESTIMATE						
Project:	Granite Ocean Wall Rehab (Rebid)					
	Biddeford					
Owner:	City of Biddeford					
Bid Date:	9/24/253					
Scope of Work:	Shaw Brothers plan to rebuild the riprap wall is as follows:					
	1. Digsafe					
	2. Survey and create GPS model to rebuild wall to existing conditions.					
	3. Mob equipment.					
	4. Set up all construction signage, drums etc.					
	5. Provide necessary traffic control personnel as well as a spotter for work on the beach.					
	6. Remove existing riprap to new subgrade.					
	7. Place granular borrow as directed.					
	8. Place geotextile fabric on subgrade					
	9. Place 1-1/2" Crushed Stone.					
	10. Place existing and new riprap to match existing grades.					
	11. Reconstruction of Parking Surface as needed.					
	12. Cleanup and demob.					
	Lump Sum Price:		\$	599,744.20		
Below is our Unit Pricing to supply materials as listed in RFP:						
	MDOT 703.19 Granular Borrow (Delivered)	1,300	cytm	\$ 25.00	\$	32,500.00
	Filter Fabric - Mirafi 180N (Supply & Installed)	5,700	sy	\$ 2.50	\$	14,250.00
	6-8 Ton Stones	100	tons	\$ 80.00	\$	8,000.00
	1-1/2" Crushed Stone (Delivered)	2,000	cytm	\$ 30.50	\$	61,000.00
	Imported Riprap (1'-3' Dia.)	3,000	tons	\$ 53.00	\$	159,000.00
Clarifications/Exclusions:						
*Materials to be measured at Pit and billed per actual quantities placed/installed.						
*CYTM = Cubic Yards, Truck Measure						
Labor/Equipment for Extra Work (as listed in RFP)						
	Description	Quant	Unit	Price	Total	
	Equipment Mob (60-ton Lowbed)	1	hr	\$ 199.00	\$ 199.00	
	155,000# Excavator w/ Grapples/Bucket (Hitachi 650)	1	hr	\$ 596.00	\$ 596.00	
	110,000# Excavator w/ Grapples or Bucket (Cat 349)	1	hr	\$ 456.00	\$ 456.00	
	50,000# Rubber Tire Excavator w/ Grapples/Bucket (Cat 322)	1	hr	\$ 317.00	\$ 317.00	
	Cat 930M Loader	1	hr	\$ 210.00	\$ 210.00	
	Triaxle	1	hr	\$ 134.00	\$ 134.00	
	Flaggers	1	hr	\$ 48.00	\$ 48.00	
	Steel Plates	1	day	\$ 100.00	\$ 100.00	
	Replace & Reset Revetment	1	cy	\$ 35.00	\$ 35.00	
Typical Daily Crew will be as follows:						
	Supervisor w/ 1/2 Ton Pickup (Half Time)					
	Foreman w/ Pickup					
	Laborers (2)					
	Spotter					
	Flaggers as needed					
	Surveyor as needed					
	155,000# Excavator w/ Grapples/Bucket (Hitachi 650)					
	110,000# Excavator w/ Grapples or Bucket (Cat 349)					
	50,000# Rubber Tire Excavator w/ Grapples/Bucket (Cat 322)					
	3-CY Loader					

Additional Notes or Clarifications:

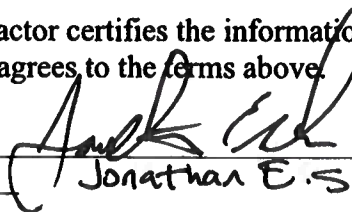
SEE ATTACHED

Authorization

By signing below, the Contractor certifies the information provided is true and accurate to the best of their knowledge and agrees to the terms above.

Contractor Signature: _____

Date: 9/24/25


Jonathan E. Shaw - President

Client Signature (if applicable): _____

Date: _____

Payment Terms

Example: Net 30 days from invoice date. Weekly billing based on actual hours and materials used. Receipts and time logs will be provided.



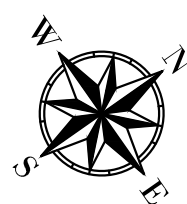
GRAPHIC SCALE IN FEET

0 350 700 1400

A horizontal scale bar with alternating black and white segments. The segments are labeled 0, 350, 700, and 1400. The bar is divided into four equal segments, each representing 350 feet. The first segment is white, the second is black, the third is white, and the fourth is black. The total length of the bar is 1400 feet.

DAMAGE INVENTORY PLAN

SCALE: 1" = 700'



NOTE:

1. HORIZONTAL DATUM: NAD83 MAINE
STATE PLANE, WEST, US FOOT (ME83-WF)
2. VERTICAL DATUM: NAVD88

**WINTER STORM
COASTLINE DAMAGE
PREPARED FOR
CITY OF BIDDEFORD**

BIDDEFORD
MAINE

DAMAGE INVENTORY PLAN

DRAWING INFO
DATE 01/18/2024
SCALE AS SHOWN
DESIGNED BY CRC
DRAWN BY —
CHECKED BY —

PROFESSIONAL CERTIFICATION:
I HEREBY CERTIFY THESE DOCUMENTS WERE PREPARED OR
APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF MAINE.
LICENSE NO. PE16872
EXPIRATION DATE 12/31/2023



CITY OF BIDDEFORD, MAINE
ENGINEERING DEPARTMENT
205 MAIN STREET, P.O. BOX 586
BIDDEFORD, MAINE 04005
PHONE: 207-284-9118
WWW.BIDDEFORDMAINE.ORG

[illegible]