



**City of Biddeford
City Council**

December 16, 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: 992 5859 6779

Passcode:052675

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Public Hearing
 - 4.a Liquor License Ichibau Japanese Restaurant
5. Liquor License Consideration
 - 5.a Liquor License Ichibau Japanese Restaurant
6. Proclamation
 - 6.a Holidays and Traditions
7. Appointments
 - 7.a 2025.160 Approval Mayoral Appointment of City Manager to PACTS
 - 7.b 2025.165 Approval Mayoral Appointment of Citizens to Committees
 - 7.c 2025.178 Approval- Council Nomination of City Council President
 - 7.d 2025.166 Approval Mayoral Appointment of Councilors to Committees
 - 7.e 2025.167 Approval Mayoral Appointment of City Solicitor
8. Presentation
 - 8.a Recreation Bond Public Engagement Plan Proposal
 - 8.b Update: Eastern Fire/EMS Substation Phase 1-B Land Due Diligence
9. Public Addressing the Council

(3 minute limit per speaker for up to a total of 15 minutes)

10. Consideration of Minutes

10.a Council Minutes 11-18-25

10.b Special Council Meeting Minutes 12-1-25

11. Second Reading

11.a 2025.161 Approval/Code of Ordinances, Ch. 2, Art 1, Sec. 2-3 Code of Ethics

12. Orders of the Day

12.a Remove from Table 2025.145 Approval To Sign Contract To Place The Order To Purchase A New Fire Department Ambulance

12.b 2025.174 Approval PW Purchase Loader/Plow

12.c 2025.175 Approval PW Purchase Mini Excavator

12.d 2025.168 Approval Council Rules

12.e 2025.177 Approval to Establish Institutional Zone Review Committee

13. Public Addressing the Council

(5 minute limit per speaker)

14. City Manager Report

15. Committee Updates by Council

16. Other Business

17. Council President Addressing the Council

18. Mayor Addressing the Council

19. Executive Session

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

19.b Executive Session 1 MRS 405 (6) e Legal Matters

20. Adjourn

NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD

Regarding: Liquor License, Ichibau Japanese Restaurant

Notice is hereby given that the City of Biddeford will hold a public hearing regarding this application at its City Council Meeting on

Tuesday, December 16, 2025, at 6:00 pm

at the City Council Chambers, City Hall, 205 Main Street, Biddeford, Maine.

The purpose of the public hearing is to receive public comments on the following liquor license:

Ichibau Japanese Restaurant

65 Main Street

Biddeford, Maine

Restaurant: Beer, Wine and/or Liquor

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

360-

Please contact the Code Enforcement Office to schedule an inspection (207) 284-9236

CITY OF BIDDEFORD BUSINESS LICENSE APPLICATION

BUSINESS NAME: Ichiban Japanese Restaurant

Business Address: 65 Main St Biddeford ME Map Lot

Mailing Address: 78 Jacqueline Way, Westbrook, ME 04092

Business Telephone Number: 646-515-8126

Email Address: dgongbhu1376@gmail.com

OWNER/OPERATOR: Danzhen Gongbhu

Home Physical Address: 78 Jacqueline Way, Westbrook ME 04092

Home Mailing Address: same above

Home Telephone Number: 646-515-8126

Applicant(s) Date of Birth: 07/15/1996


Applicant's Signature

11/20/25
Date

Any information provided in this application, which is found to be false, will result in the denial or revocation of this license - per 1 M.R.S. 17-A §453.

All applications are subject to a \$10.00 administrative fee and a late charge of \$10 for each license that has expired more than 30 days and an additional \$10 shall be charged for each month thereafter that the license has not been renewed.

TYPES OF ENTERTAINMENT:

\$150.00 (single/multiple events)

- ☐ Concert
- ☐ Exhibitions (live performances)
- ☐ Circus/Carnival

☐ Playhouse/Play

- ☐ Indoor Skating Rink
- ☐ Bowling Lanes
- ☐ Theater/Movie House
(plus \$25.00 per screen)
- ☐ Billiard Room(s)

\$150.00 (annual)

- ☐ Public Firing Range
- ☐ Bottle Club

AUTOMOBILE REPAIR AND/OR GRAVEYARD:

- ☐ Automobile Repair Garage for maintenance
- ☐ Automobile Graveyard

\$75.00
\$200.00

PLACES/DEALERS IN PRODUCTS:

\$200.00

- ☐ Secondhand Dealers
- ☐ Dealers in gold jewelry, etc.
- ☐ Antique Dealer

- ☐ Flea Market (for 20 tables; \$5 per add'l table)
- ☐ Junk Dealer/Recycling

Rev. 7.2024

Please contact the Code Enforcement Office to schedule an inspection (207) 284-9236

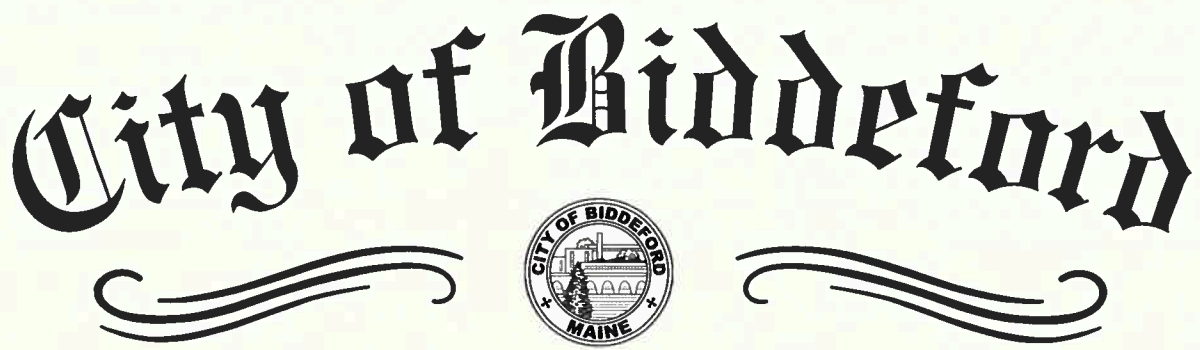
PAWNBROKER:	\$200.00
VENDOR ON A PUBLIC PLACE:	\$50.00
ICE CREAM TRUCK VENDOR (must show proof of at least \$500,000 liability insurance)	\$75.00
VENDING ON WATERWAYS	\$100.00
OPERATING LICENSE:	
☐ Victualer (no alcohol)-State Cert. Required	\$75.00
☐ Victualer serving beer and/or wine-State Cert. Required	\$100.00
☒ Victualer serving beer, wine and/or liquor State Cert. Required	\$150.00
☐ Taxicab, motorbus, public automobile (plus \$20.00 per vehicle)	\$50.00
☐ Massage Establishment/Therapist	\$100.00
☐ Combined Massage Establishment/Massage Therapist	\$150.00
☐ Adult Business	\$2,000.00
☐ Sludge Disposal	\$50.00
MISCELLANEOUS:	
☒ Advertising (for new liquor licenses)	\$200.00

Business License Application Disclosure: Submitting, signing and paying the applicable fees does not guarantee the issuance of a business license in the City of Biddeford.

CITY COUNCIL APPROVAL DATE (if applicable): _____

CODE ENFORCEMENT APPROVAL: _____
(Occupancy Permit Issued)

CITY CLERK ISSUED: _____ **DATE:** _____



PROCLAMATION

Recognizing December 2025 Holidays and Traditions

WHEREAS, the City of Biddeford continues to celebrate the rich cultural diversity and shared traditions that make our community strong, vibrant, and united;

WHEREAS, Hanukkah, beginning on the evening of December 14 and lasting eight nights, reminds us of the enduring values of faith, perseverance, and light in times of darkness;

WHEREAS, the Winter Solstice or Yule, observed on December 21, marks the turning of the seasons and heralds the promise of longer days;

WHEREAS, Christmas, celebrated on December 25, embodies the spirit of generosity, compassion, and faith that strengthens families and communities alike;

WHEREAS, Kwanzaa, a week-long celebration starting December 26, honors the principles of unity, creativity, and faith;

WHEREAS, the City of Biddeford recognizes that these diverse celebrations share a common purpose: to inspire gratitude, kindness, and connection among neighbors;

NOW, THEREFORE, BE IT RESOLVED, that I, Liam LaFountain, Mayor of the City of Biddeford, do hereby proclaim the month of December as a time of mutual respect and appreciation for the holidays and traditions observed in our City. Let us embrace this season, recognizing the celebrations that enrich our shared community, fostering unity, understanding, and camaraderie.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 16th day of December 2025.*

Liam LaFountain, Mayor



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 written around the top inner edge, and "MAINE" is at the bottom.

2025.160 IN BOARD OF CITY COUNCIL... December 16, 2025
BE IT ORDERED, that the City Council does hereby appoint the following:

Truc Dever, City Manager
As the Biddeford Representative to the PACTS Policy Board
and
Mayor Liam LaFountain
As the Alternate Biddeford Representative to the PACTS Policy Board.

Attest by: _____

City of Biddeford



2025.165 IN BOARD OF CITY COUNCIL... , December 16, 2025
BE IT ORDERED, that I Liam LaFountain, Mayor of Biddeford, do hereby appoint:

Talia Kowalski
Ward 4
To the Biddeford Citizens Advisory Committee
For a term to expire December 31, 2027

Patrick Mourmouras
Ward 1
To the Downtown Development Commission
For a term to expire December 31, 2028

Kenneth Griffin
Ward 7
To the Capital Projects and Operations Committee
For a term to expire December 31, 2026

John McCurry
Ward 2
To Planning Board
For a term to expire March 31, 2028

Attest by: _____
Robin Patterson, City Clerk

Committee, Board, and Commission Application Form

Application

Name Talia Kowalski

Pronouns she/her/hers

Ward 4

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?

Biddeford Citizens Advisory Committee

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I have served on this committee and desire to continue to be involved to ensure important issues relating to funding continue to be timely addressed.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I have served on this committee for a term and desire to continue for a second term.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). I have served on this committee for a term and desire to continue for a second term.

Committee, Board, and Commission Application Form
Application

Name Kenneth Griffin

Pronouns He/him

Ward 7

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

Capital Projects Committee

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? My wife and I moved to Biddeford 2 years ago and couldn't be happier with this decision! We have been involved from our arrival with the Biddeford Saco Climate Action Team, as well as faithfully attending City Council, Sustainability Commission, and Conservation Commission. My particular interest in the Capital Projects Committee is driven in large measure by my position as a Project Manager for the City of Boston's Capital Construction Division and my background in Architecture through attending the Boston Architectural Center (now College) and employment with several architectural firms in Boston and Cambridge. I would love to bring my experience to bear for the City of Biddeford as it moves forward with a new administration!

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. City of Boston: Senior Project Manager, Dept. of Neighborhood Development

City of Boston: Project Manager II, Capital Construction Division

Boston Architectural Center

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). NA

Committee, Board, and Commission Application Form

Application

Name Patrick Mourmouras

Pronouns Field not completed.

Ward 1

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?

Downtown Development Commission, Zoning Board of Appeals

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I was born and raised in Biddeford and currently Chair the DDC. I would like to continue helping the Town in any way I can.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I currently Chair the DDC and manage multiple local businesses in Southern Maine.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Field not completed.

Committee, Board, and Commission Application Form

Application

Name John A McCurry jr

Pronouns Field not completed.

Ward 2

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?

Planning Board

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? want the city to grow for all the citizens

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. have dealt with the codes and zoning maps

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). city councilor

school board

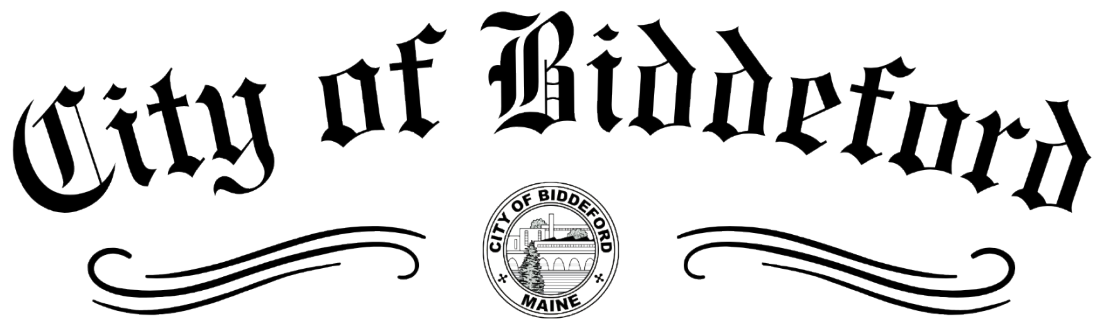
various committees

City of Biddeford

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2025.## IN BOARD OF CITY COUNCIL... , December 16, 2025
BE IT ORDERED, that the City Council of the City of Biddeford nominate and elect a
Council President.

Attest by: _____
Robin Patterson, City Clerk



2025.166 IN BOARD OF CITY COUNCIL... , December 16, 2025

BE IT ORDERED, that I Liam LaFountain, Mayor of Biddeford, do hereby appoint the following Councilors to:

BE IT FURTHER ORDERED, that the following Councilors are appointed to the
FINANCE COMMITTEE:

Liam LaFountain, Mayor

Council President, Chair
Ward

City Council President Appointee
Ward

Mayor Appointee
Ward

BE IT FURTHER ORDERED, that the following Councilors are appointed to the
PERSONNEL COMMITTEE:

Patricia Boston, Chair
Ward 1

Roger P. Beaupre
Ward 3

Abigail Woods
Ward 2

Dylan Doughty
Ward 4

BE IT FURTHER ORDERED, that the following Councilors are appointed to the POLICY COMMITTEE:

Roger P. Beaupre, Chair
Ward 3

Jacob Pierson
Ward 6

David Kurtz
Ward 5

BE IT FURTHER ORDERED, that the following Councilors are appointed to the CAPITAL PROJECTS COMMITTEE:

Marc Lessard, Chair
At-Large

Dylan Doughty
Ward 4

Brad Cote
Ward 7

BE IT FURTHER ORDERED, that the following Councilors are appointed to the TRAFFIC COMMITTEE:

Roger P. Beaupre
Ward 3

Abigail Woods
Ward 2

Brad Cote
Ward 7

BE IT FURTHER ORDERED, that the following Councilors are appointed to the following City Committees/Commission:

PUBLIC ART COMMISSION:

Abigail Woods
Ward 2

PUBLIC SAFETY ADVISORY COMMITTEE:

Jacob Pierson
Ward 6

BIDDEFORD CITIZEN ADVISORY COMMITTEE:

David Kurtz
Ward 5

DIVERSITY, EQUITY AND INCLUSION COMMITTEE:

David Kurtz
Ward 5

RECYCLING & WASTE MANAGEMENT COMMISSION:

Jacob Pierson
Ward 6

Marc Lessard
At-Large

WASTEWATER MANAGEMENT COMMISSION LIAISON:

Dylan Doughty
Ward 4

JOINT BIDDEFORD-SACO COMMITTEE:

Abigail Woods
Ward 2

Lisa Vadnais
At-Large

BIDDEFORD ARENA BOARD:

Jacob Pierson
Ward 6

DOWNTOWN DEVELOPMENT COMMISSION:

Lisa Vadnais
At-Large

CABLE T.V. COMMITTEE:

Patricia Boston
Ward 1

BIDDEFORD HOUSING AUTHORITY LIAISON:

David Kurtz
Ward 5

GENERAL ASSISTANCE FAIR HEARING BOARD:

Lisa Vadnais
At-Large

Patricia Boston -Alternate
Ward 1

Marc Lessard-Alternate
At-Large

Roger P. Beaupre -Alternate
Ward 3

BIDDEFORD EDUCATIONAL FOUNDATION:
Patricia Boston
Ward 1

CHAMBER OF COMMERCE LIAISON:
Patricia Boston
Ward 1

VETERANS COMMITTEE (AD-HOC):
Roger P. Beaupre, Chair
Ward 3

Attest by: _____
Robin Patterson, City Clerk

City of Biddeford

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2025.167 IN BOARD OF CITY COUNCIL... , December 16, 2025
BE IT ORDERED, that Mayor Liam LaFountain's appointment of

Harry B. Center, II, Esq. of Woodman Edmands
as City Solicitor for a term to expire on June 30, 2026,
in accordance with the Charter of the City of Biddeford be confirmed.

Attest by: _____
Robin Patterson, City Clerk

MEMORANDUM

To: Biddeford City Council

From: Mayor Liam LaFountain

Date: December 16, 2025

Subject: Appointment of City Solicitor for a Term Ending June 30, 2026

Executive Summary

This memorandum explains the rationale for appointing Harry B. Center, II, Esq. as City Solicitor through June 30, 2026. The limited term provides continuity for ongoing legal work while the City evaluates whether to transition to a dedicated staff attorney directly employed by the city to serve as City Solicitor beginning in the next fiscal year. This approach maintains stability, aligns with budget planning, and preserves full flexibility for the Council to shape or reconsider the structure of legal services.

Background

Biddeford is entering a period of increased legal activity across land use, development agreements, personnel matters, and policy implementation. Ensuring dependable legal support during this period is essential. At the same time, the City is assessing whether a shift toward in-house counsel would improve efficiency, responsiveness, and long-term cost management, similar to models used in other municipalities of comparable size.

Rationale for a Limited-Term Appointment

1. Continuity during active legal work

Several land use matters, development agreements, personnel issues, and policy projects are currently underway. Extending Mr. Center's service through the end of the fiscal year ensures uninterrupted support while allowing the City to undertake a thoughtful review of future legal needs

2. Alignment with the fiscal year

Setting the term to expire on June 30 allows any future transition, whether to an in-house model or a revised external arrangement, to occur cleanly at the start of FY27. This avoids mid-year organizational changes and integrates naturally with budget development.

3. A structured plan for exploring a revised legal services model

Over the coming months, the City will examine whether establishing an in-house Solicitor position is the best fit. This review will consider workload demands, cost implications, operational needs, and the potential benefits of having integrated day-to-day legal support within City operations.

4. Clear opportunities for Council involvement

Any proposed changes to the structure of legal services will be brought to the Council for review and guidance before decisions are made. The Council will shape the direction, expectations, and structure of any new position prior to formal action.

5. Flexibility to pivot as needed

The limited term avoids premature commitment. If an in-house model is not the right fit, or if recruitment is unsuccessful, the City retains flexibility to adjust and continue with external counsel or alternative arrangements.

Process and Timeline

The City will undertake a structured process to evaluate and, if appropriate, transition to a municipal attorney position. The anticipated sequence of work is outlined below, with adjustments possible based on recruitment outcomes, budget considerations, and organizational needs:

- **December 2025:** Development of a draft job description and position framework.
- **January 2026:** Posting of the position with regional and statewide outreach.
- **February–March 2026:** Initial review and screening of applications by administration, followed by opportunities for Council involvement in the interview process for shortlisted candidates.
- **March–April 2026:** Incorporation of the proposed position into the FY27 budget development process, ensuring alignment with staffing and financial planning needs.
- **May 2026:** Appointment of a municipal attorney should the City Council proceed with the new structure.
- **July 2026:** Transition to the municipal attorney model at the start of the fiscal year.

This approach ensures a deliberate, orderly process that allows for meaningful Council participation in candidate evaluation while preserving the ability to pivot as circumstances warrant.

Recommendation

Confirmation of the appointment of Attorney Center as City Solicitor through June 30, 2026 is recommended. This limited-term appointment maintains continuity for ongoing legal work while providing the Council sufficient time to evaluate whether adjustments to the City's legal services structure are warranted. This approach supports responsible planning

and a smooth transition aligned with the fiscal year. Appreciation is extended to Attorney Center and his firm for their continued service and flexibility as the City undertakes this evaluation.



City Council

Meeting Date: December 16, 2025
Meeting Time: 6:00 PM
Agenda Item No: 8.a
Item Description: Recreation Bond Public Engagement Plan Proposal
Submitted By: Lisa Thompson, Recreation Department

Key Terms:

Executive Summary:

Recreation Staff will be providing a presentation discussing the needs for the voter-approved \$6 million bond funds for the City's recreational facilities and ways we can gather community input for prioritizing the use of the funds.

Detailed Review:

In November, voters approved a \$6 million General Obligation Bond to fund improvements to certain City-owned recreation facilities. Eligible facilities include Clifford Park, Rotary Park, Shevenell Park, Memorial Park (Mayfield), Doran Field, St. Louis Field, J. Richard Martin Community Center, West Brook Skating Rink, Biddeford Ice Arena, or a future skatepark. In information provided to voters during the election, the City committed to providing community members the opportunity to weigh in on the use of the funds.

Recreation Department staff have previously completed an engagement activity at the Bond Referendum Town Hall in October 2025 and at an event at Biddeford High School. Participants were asked to place stickers to indicate the parks or facilities where they would most like to see an investment of bond funds.

Ideas for additional engagement include:

- Distributing a survey using social media, Biddeford Beat, MyRec, etc.
- Replicating the sticker activity with Cub Care participants / Bolder Programs participants and at WinterFest or other community events to hear from new voices.
- Offer a Public Hearing at an upcoming Council meeting on this topic.
- Town Hall or Ward/Neighborhood meetings this winter (Envision opportunity for

involvement of Councilors).

- An evening with the Mayor – social gathering with the Mayor at the Community Center with Q&A period.
- Seek funding authorization to mail out a postcard to residents or insert an informational flyer into the next round of tax bills.

Funding Source:

N/A

Staff Recommendation:

Staff recommends prioritizing expenditures of bond funds for existing facility needs that will directly affect safety, compliance, and department operations. Staff recommends that the scope of the community engagement exercise should be broad and seek input on priority facilities and amenity improvements.

Next Steps:

Creating a timeline for community engagement meetings and activities based on input from City Council.

Attachments:

1. Recreation Bond Engagement Plan



RECREATION BOND ENGAGEMENT PLAN

Lisa Thompson, Director of Recreation
Danica Lamontagne, Communications



IMPACT OF RECREATION ON RESIDENTS

NEW ONLINE HOUSEHOLDS:

608

64.32% GROWTH

Number of new accounts created in our system in FY25, compared to 370 accounts created in FY20



TOTAL ANNUAL REGISTRATIONS:

4,026

84% RESIDENT

Of this total, 3,377 were resident registrations. 490 were first time registrations up 25% from 391 in FY20.

OTHER NOTABLE NUMBERS

FALL SPORTS SEASON 2025

318 participants, 1 new sport
+27.2% compared to 2024

BOLDER ADULT PROGRAMS

51 Trips Offered in FY25
17% of all programs for 50+

FACILITY RESERVATIONS

550 in FY25
+103.7% compared to FY20

RECREATION BOND OVERVIEW

Voters approved a \$6 million General Obligation Bond to fund improvements to the City's recreation facilities. Eligible facilities include:

- Clifford Park
- Rotary Park
- Shevenell Park
- Memorial Park (Mayfield)
- Doran Field
- St. Louis Field
- J. Richard Martin Community Center
- West Brook Skating Rink
- Biddeford Ice Arena
- A future skatepark

CURRENT STATE OF FACILITIES

- While still recommendations, the Recreation Department, Biddeford Ice Arena, and West Brook Skating Rink have identified certain projects that they believe will need to be completed so that existing facilities and buildings stay open. These projects are based on the following factors:
 - **Safety Issues** - is the facility safe if these projects do not occur? (Bleachers @ BIA)
 - **Environmental Concerns** - what impact does not doing the project have on the environment (pump station, Rotary Park)
 - **Sustaining Operations at Current Facilities** (essential programs at Community Center such as Cub Care)



BIDDEFORD ICE ARENA

New Zamboni
(\$215,000)

Ice Ops – Manifold,
Piping, Floor and
Complete
Renovation (\$1.3
million)

Replacement of
Spectator Stands
(\$350,000)

WEST BROOK SKATING RINK

- Exterior: The Pool Street dam is collapsing. Without a functional dam, the flow of water can't be controlled and there will be no rink. The berms and the fill area are also becoming almost even. The dam and berms would need to be rebuilt to ensure the long-term sustainability of the facility.
- Interior: All recent improvements that have been made at the building were done with volunteer labor, support from the COT, and donations from local businesses. The roof has been redone to prevent water from coming in and extensive work has been done to preserve the floor. Pressing needs with the building include insulation in the attic, glass, and doors in the skating building to retain heat from the new heating system (appx. \$20K).





BIDDEFOR D RECREATI ON



Leveraging Other Funds

LWCF Funds (50/50) –
Rotary, St. Louis, Clifford,
Mayfield, Pierson's Lane,
Doran Field

Maine Trails Bond (90/10)
– Clifford Park

J. RICHARD MARTIN COMMUNITY CENTER

HVAC	Complete renovation	\$ 589,000.00
Window replacements	85% needs replacement	\$ 320,000.00
Security upgrades	cameras interior and exterior	\$ 67,000.00
New roof	Complete roof replacement	\$ 300,000.00
Handicap automatic doors	3 installs	\$ 75,000.00
Flooring- basement	cub care wing	\$ 55,000.00
UST removal	Beneath Myrtle St. parking lot	\$ 110,000.00
Myrtle St. Parking lot paving	after UST removal/ HVAC upgrade	\$ 85,000.00
Code violations	fire closet, vinyl siding interior, rails ,	\$ 35,000.00
Commercial Kitchen install	in current dining room kitchen	\$ 200,000.00
2 shower rooms installed	2 for emergency use	\$ 50,000.00
Generator	for emergency use	\$ 125,000.00
Elevator	needs replacement	\$ 115,000.00

Total: \$2,126,000

ROTARY PARK

Club House siding		\$ 12,000.00
Club House Window replacement		\$ 10,000.00
Club House Kitchen upgrade	Commercial grade stove with proper ventilation	\$ 20,000.00
Club House HVAC		\$ 25,000.00
Club House new doors		\$ 18,000.00
Martel Field	New Back Stop and side fencing	\$ 100,000.00
Beach Grove and Club House	New security cameras	\$ 50,000.00
Beach Grove	New Gate	\$ 50,000.00
Bath house	Pump station	\$ 95,000.00
Bath house	New doors with timers	\$ 20,000.00
Redmond Field	Resurfacing	\$ 305,000.00
Beach parking lot	Paving	\$ -
Clubhouse parking lot	Paving/ basketball court lines, new hoop	\$ -
Boat launch parking area	Paving	\$ -

Total: \$705,000
\$352,500/ LWCF

CLIFFORD PARK

Fencing	Near playground	\$ 75,000.00*
New play structures	Playground	\$ 100,000.00
Basketball court	Resurfacing	\$ 30,000.00
Tennis court	Resurfacing	\$ 40,000.00
Trail System		\$
	Forest management plan, wayfinding, sign	

Total: \$395,000
\$197,500 LWCF

MAYFIELD PARK

Tennis court	Resurfacing	\$ 250,000.00
Basketball court	Resurfacing	\$ 30,000.00
Playground	Install new play structures/ remove tennis wall	\$ 125,000.00
Perimeter fencing		\$ 100,000.00
		*

Total: \$505,000
\$252,500 LWCF

ST. LOUIS FIELD COMPLEX

Perimeter fencing

Scoreboard poles

Replacement and relocate

\$ 135,355.00

\$ 10,000.00

New bathrooms

St. Louis Building- currently not ADA complaint

\$

50,000.00*

Lighting control links

Upgrade technology for more efficient access

\$ 15,000.00

Upgraded lighting

Replace bulbs that are worn out

\$

100,000.00

Irrigation outfield field 1

\$

100,000.00*

Building on Hill St.

New trim boards and metal wrap on roof

\$ 50,000.00

Upgraded seating Field 1

Total: \$610,355.00

\$305,177.50 LWCF

DORAN FIELD

Finish concession building

Timers on bathroom doors

Lights/ poles

\$ 25,000.00

\$

5,000.00

Total: \$280,000.00
\$140,000 LWCF

SHEVENELL PARK

Park renovation

\$ 200,000.00

POSSIBLE NEW SKATEPARK

Complete new build

Based on 8000 square ft.

\$ 750,000.00
\$375,000 LWCF

Total Recreation:
\$5,436,355.00
Possible LWCF funded projects
\$1,622,677.50
Total after grant funding

ENGAGEMENT ALREADY COMPLETED

- Sticker activity at Town Hall and at Biddeford High School
 - Top 4 Priority Facilities



IDEAS FOR UPCOMING ENGAGEMENT

- Engagement to take place in January – March:
 - Blast out a survey using social media, Biddeford Beat, MyRec, etc.
 - Ward/Neighborhood meetings in January or February (Envision opportunity for involvement of Councilors)
 - Activities with Cub Care participants / Bolder Programs participants
 - Public Hearing at Council meeting
 - Town Hall Meeting
 - An Evening with the Mayor – social gathering with the Mayor at the Community Center with Q&A period
 - Mail out postcard or include insert in tax bills with QR code for survey
 - Activity at Winterfest and other community events

WHAT HAPPENS AFTER DATA COLLECTION

- In late March, the Rec Department would present findings to the City Council to inform decisions.
- City staff would like to be able to start putting out RFPs in the Spring to keep momentum going.

WHEN CAN WE GO OUT FOR THE BOND?

- Upon completion of the Fiscal Year 2024 Audit, the City will be able to seek bond rating. The anticipated completion is in January.





Questions?



City Council

Meeting Date: December 16, 2025
Meeting Time: 6:00 PM
Agenda Item No: 8.b
Item Description: Update: Eastern Fire/EMS Substation Phase 1-B Land Due Diligence
Submitted By: Lawrence D. Best, Fire Chief

Key Terms:

Eastern Fire/EMS Substation

Executive Summary:

This Eastern Fire/EMS Substation Phase 1-B update is being provided to the City Council on the findings of Phase 1-B by Context Architecture.

Using the information and data gathered in the Phase 1 wetlands and vernal pool survey, Context Architecture conducted a site plan review to determine if a conceptual Fire/EMS Substation could potentially fit on the site and what the impact would be on any wetlands/vernal pools. The conceptual site plan identifies the following: conceptual building layout; conceptual parking; conceptual apron and drive-through apparatus access; and conceptual storm-water treatment areas (see Attachment #1- Conceptual Site Plan).

After review of the Conceptual Site Plan and discussion with the Architects from Context, it was determined the site was not as constricted as initially thought it might be and will conceptually meet the needs for the Eastern Fire/EMS Substation. This site continues to be the preferred location for an Eastern Fire/EMS Substation given its location and travel routes. A majority of the fire/EMS calls in this area can be reached from this location within the national standard response time of 4–6 minutes.

At the September 16, 2025, City Council meeting ([City Council Meeting \(Live\) • Agendas and Minutes - City of Biddeford, ME • CivicClerk](#)), the original three decision points were modified to include a fourth decision point, Phase 1-B, Phase 2, and Phase 3. The decision points were established to prevent unnecessary expenditures should the site prove unsuitable at any one of the decision points.

The next step would be “Phase 2”, which includes “Geotechnical Investigation & Report; LSE

Test Pits; and Design Team Review (includes one virtual meeting with the City)”. The cost for phase 2 is \$16,200.00.

Detailed Review:

Context Architecture Phase 1-B Conceptual Site Plan Review and Feedback:

The plan identifies the following: (see Attachment #1 — Conceptual Site Plan).

- Conceptual Building layout
 - Living Quarters
 - Apparatus and Support Areas
- Conceptual Parking
- Conceptual apron and drive-through Apparatus access.
- Conceptual Storm-water treatment areas.

In addition, the following is an evaluation of the environmental permitting impacts and constraints and guidance on the feasibility of permitting the fire station design based on impacts to wetlands, wetland setbacks, and vernal pool critical habitat areas from the civil engineer.

As shown on the conceptual plan, the easterly corner of tax map 9 lot 13 includes some upland space that is suitable for development. However, this space is surrounded by wetlands and associated setbacks, and a potential vernal pool, all of which were identified by Flycatcher LLC. The upland area appears to be large enough to accommodate the proposed Biddeford Fire Substation, although there will be some impacts to existing wetlands, wetland setbacks, and the critical terrestrial habitat of the potential vernal pool. Based on our concept site layout plan, we identified the following approximate natural resource impacts:

- 15,400 sf of impact to the critical terrestrial habitat of the potential vernal pool, equating to about 5% total critical habitat area (25% is allowed).
- 535 sf of direct impact to delineated wetland.
- 5,900 sf of impact between the 75 foot and 25 foot wetland setbacks.
- 0 sf of impact within the 25-foot wetland setback

The impacts noted above would require a Maine DEP Natural Resources Protection Act (NRPA) Permit By Rule which has an approval window of 20 days after the application is accepted. If the City chooses to get the potential vernal pool reassessed in the spring of 2026, and the determination is that the pool is not significant, then the 250-foot critical terrestrial habitat would no longer apply to this site. A Maine DEP Maine Construction General Permit (MCGP) will also be required because the total disturbance on the site will exceed one acre. The MCGP is the responsibility of the contractor that is constructing the facility.

The proposed developed area of the site will exceed one acre. We do not anticipate that the impervious area will exceed one acre. Therefore, we anticipate that the project will also require a Maine DEP Stormwater Permit By Rule, along with local, City of Biddeford Site Plan Review approvals. In addition, the driveways will require a MaineDOT driveway permit and may require waivers for the apparatus driveway width and proximity to the side property line.

Summary of Anticipated Permitting for the site:

- City of Biddeford Site Plan Review
- Maine DEP NRPA Permit By Rule
- Maine DEP Stormwater Permit By Rule
- Maine DEP Maine Construction General Permit
- MaineDOT Driveway Permit

In conclusion, we feel it is appropriate to continue the project into Phase 2 of Context Amendment #1, which is the Geotech and LSE Investigation (see Attachment #2).

This site continues to be the preferred location for an Eastern Fire/EMS Substation given its location and travel routes. A majority of the fire/EMS calls in this area can be reached from this location within the national standard response time of 4–6 minutes.

History:

Phase 1-B- Conceptual Site Layout Plan:

Upon reviewing the Phase 1 information and feedback from MIFW with our consultants at Context, it was recommended by them that we add Phase 1-B to the scope of work at a cost of \$5,800, which was approved by the City Council at the September 16, 2025 meeting. Phase 1-B prepared a conceptual site layout plan, given the wetlands and vernal pool map information. The conceptual site layout plan evaluated the potential Fire/EMS Substation impact on the wetland and vernal pool critical habitat on the proposed site (see attached conceptual site plan Attachment #1).

Context prepared a conceptual base plan using aerial photography, lidar topography, and the wetland/vernal pool map prepared by Flycatcher, LLC. They also added tax map, lot boundaries, zoning and environmental setbacks and buffers to this plan. They prepared one (1) high-level conceptual building and site layout plan for the proposed Fire/EMS Substation, including access drives and apparatus aprons in front of the apparatus bays, staff and visitor parking, approximate stormwater management space, and approximate grading limits. They also reviewed City and Maine DOT driveway standards relative to the allowed curb cut widths off Pool Street. Based on the conceptual site layout plan, they evaluated the environmental permitting impacts and constraints and provided guidance on the feasibility of permitting the

Fire/EMS Substation design based on impacts to wetlands, wetland setbacks, and vernal pool critical habitat areas.

This continues the step-wise approach, providing the City Council with the ability to make informed decisions about the suitability of the site as the work progresses rather than at completion of all due diligence work. The step-wise approach adds \$5,800 for Phase 1-B to the original site due diligence proposal (Order 2025.35 [City Council Meeting \(Live\) • Agendas and Minutes - City of Biddeford, ME • CivicClerk](#)) due to added reporting and subcontractor expenses and continues to provide control over decision-making should the site prove to be unsuitable, thus preventing spending on additional design and due diligence work at the earliest opportunity.

Phase 1- Wetlands & Vernal Pools Assessment Update:

The Phase 1 wetlands and watercourse delineation, along with the vernal pool assessment, was completed by Flycatcher LLC. The report and Memorandum of Findings (Attachment #3 and Attachment #4) were issued to Fire Department staff on June 3, 2025. Review of the report recommended coordination with the Maine Department of Inland Fisheries and Wildlife (MIFW) on a couple of the findings. Flycatcher LLC conducted two (2) site visits and provided a detailed report identifying both significant and non-significant vernal pools, as well as wetlands. There are three (3) vernal pools that Flycatcher LLC felt could be reclassified based on their findings, which would help clarify any necessary set-back boundaries. One (1) vernal pool was classified as "potentially significant" (vernal pool, VP-CMS1), and the other two (2) were classified as "not significant" (vernal pools W-CMS3 and W-CMS4). During the April/May 2025 assessment, vernal pool VP-CMS1 was found to have a low egg mass count and W-CMS3 and W-CMS4 were found to have no egg mass counts. The MIFW was consulted to see if these vernal pools could be reclassified. We were told from their perspective and understanding of Chapter 335, vernal pools are those which meet hydrology and origin qualifications and which may provide habitat for indicator species. Additionally, the tracking system is intended to serve multiple goals, including to keep a history of a site's past surveys and findings. Therefore, they do not intend to change the way pools are represented or classified on the MIFW dashboard.

City Council Meeting History:

In August 2023, the City Council authorized the City Manager to enter into an agreement with Context Architecture (Context) for the Phase I design of a so-called Eastern Fire/EMS Substation, Order 2023.92. ([City Council Meeting • Agendas and Minutes - City of Biddeford, ME • CivicClerk](#)). This work involved schematic design followed by design development. The work was intended to develop sufficient information to allow for a referendum vote on funding for the proposed substation. A specific site had not been identified at the time of the authorization. It was noted that certain aspects of the design work were not included in the authorization due to the site-specific nature of the work and the impact site constraints and physical characteristics of a site have on the evaluation of a site-specific design. The

authorization was for \$150,000 plus \$8,000 in discretionary funds for a site survey. This included schematic design work at \$70,000 and design development work at \$80,000. Context has expended \$38,500 under the schematic design category to date.

In September 2024, a potential site was identified as a portion of #16 Old Pool Road, a part of the UNE Campus property. The City Council tabled Order 2024.150 Approval for Eastern Fire/EMS Station Land Transfer and Order 2024.123 Approve Funds for Eastern Fire/EMS Station Property/Site Conditions Review and Additional Architectural Work authorizing the City Manager to enter into these agreements. Order 2024.123 was for an agreement with Context for site-specific geotechnical and architectural design work in the amount of \$58,500. This was broken down into two parts — additional site-specific schematic design work (\$25,000) and additional site-specific civil and due diligence work (\$33,500). No work had been done relative to this Order because of it being tabled. Questions regarding the order of events and the uncertainty of site suitability delayed action. Specifically, the additional schematic design work should not proceed until the due diligence work has been completed, and certain due diligence work may exclude the site from further evaluation.

Context has since modified the original proposal relative to what was in Order 2024.123. The modification was approved by the City Council on April 1, 2025, through Order 2025.35 ([City Council Meeting \(Live\) • Agendas and Minutes - City of Biddeford, ME • CivicClerk](#)). This modification established three decision points within the due diligence review process. The first decision point follows completion of the vernal pool survey and wetlands and watercourse delineation (\$10,800). The second decision point follows completion of the geotechnical investigation and LSE survey (septic design) work (\$16,200). The third decision point follows the existing conditions topographic survey and civil site assessment work (\$13,000). The total cost approved was \$40,000.

The City Council has since modified Order 2025.35 at the September 16, 2025, meeting to add Phase 1-B through Order 2025.123 ([City Council Meeting \(Live\) • Agendas and Minutes - City of Biddeford, ME • CivicClerk](#)) (see Attachment #5 Order 2025.123).

Funding Source:

At this time, no funds are being requested. However, in the future, if the Council desires to move ahead to Phase 2 of the due diligence work, the cost would be \$16,200.00, which is included in Order 2025.35 (see Attachment #6- Order 2025.35), and was approved by City Council on April 1, 2025, for the amount of \$40,000 for site due diligence assessments. City Council Order 2025.123 (see Attachment #5) modified this order to allow for the Phase 1-B due diligence to be funded and occur. Authorizations to date total \$190,000 (\$150,000 + 40,000). Expenses to date total \$55,100. The approvals are assigned to account 22003-65000.

Eastern Fire/EMS Station Approved Funds				
Council Order	Date	Scope	Approved Funds	Expended Funds
2023.92	8/1/2023	Total Funds Approved:	\$150,000	
		Architectural	\$92,400	\$38,500
		Engineering (mechanical, Electrical Etc.)	\$11,000	
		Civil and Permitting	\$12,000	
		Cost Estimating	\$12,420	
		Accessibility & Code	\$2,400	
		Structural	\$14,000	
		Landscape	\$5,780	
		Survey	TBD	
		Total:		\$38,500
2025.35	4/1/2025	Total Funds Approved:	\$40,000	
		Phase 1- Wetlands & Vernal Pool Assessment	\$10,800	\$10,800
2025.123	9/16/2025	Phase 1-B Conceptual Site Plan Review	\$5,800	\$5,800
		Phase 2- Geotechnical & LSE Pits	\$16,200	
		Phase 3- Existing Conditions, Topographic Survey, Civil Site Assessment (\$13,000 cost)	\$7,200	
		Total:		\$16,600

Staff Recommendation:

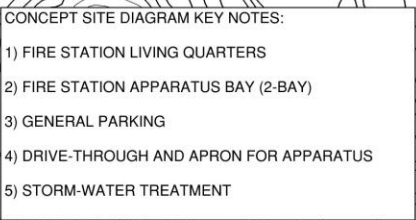
Staff recommends that continued land due diligence occur for a future Eastern Fire/EMS Substation and that other options/locations be reviewed at Council's direction as a back-up or alternative site option. This continues progress in securing land for an Eastern Fire/EMS Substation which will address lengthy response times to the eastern area of the City.

Next Steps:

Staff seeks Council direction on next steps for continued land due diligence to secure a location for an Eastern Fire/EMS Substation which will address lengthy response times to the eastern area of the City. If it is Council's interest to proceed with Phase 2, staff will return on January 6, 2026 with an Order authorizing Context Architecture to prepare for the Phase 2 Geotechnical and LSE investigation.

Attachments:

1. ATTACHMENT 1 - Conceptual Site Plan
2. ATTACHMENT 2- Context 2025.03.26_Amendment #1-Site Analysis Original Phases 1-3
3. ATTACHMENT 3- Wetlands Findings Flycatcher_ContextArc-BiddefordFire_NatResourceMemo
4. ATTACHMENT 4- Wetlands 1 CA_25H-001_Biddeford_Delin_Fig2_rev-5-23-2025 (1)
5. ATTACHMENT 5- Council Order 2025.123) - Attest
6. ATTACHMENT 6- Council Order 2025.35) - Attest
7. Eastern Station Response Maps Council Mtg 12-16-2025
8. Eastern_Substation_Report_-_Final



March 26, 2025

Lawrence Best, Chief of Fire Department
City of Biddeford
152 Alfred Street
Biddeford, ME 04005

Re: City of Biddeford Fire Substation, Proposed Amendment #1, Existing Site Analysis

Dear Chief Best:

Thank you for the opportunity to allow our design team to continue to provide the City of Biddeford with services in conjunction with the Biddeford Fire Substation project. We are pleased to submit this amendment proposal for existing site analysis. The analysis includes a wetlands delineation, a vernal pool survey, a geotechnical report, LSE test pits, a topographical survey, and a civil site evaluation. The services associated with the amendment are listed below and are broken out in three phases. Our services are limited to these items.

Phase 1 (6 weeks):

- Wetlands and Watercourse Delineation
- Vernal Pool Survey
- Design team Review (includes one virtual meeting with the City)

Subtotal Fee - \$10,800

Phase 2 (6 weeks):

- Geotechnical Investigation & Report
- LSE test pits
- Design team Review (includes one virtual meeting with the City)

Subtotal Fee - \$16,200

Phase 3 (6 weeks):

- Existing Conditions, Topographic Survey
- Civil Site Assessment
- Design team Review (includes one virtual meeting with the City)

Subtotal Fee - \$13,000

Total Amendment #1 Fee - \$40,000

Hourly rates are subject to change each year. Our 2025 billing rates for architectural services are as follows:

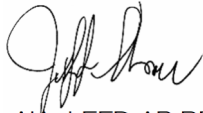
- Principal: \$360/hour
- Project Manager: \$250/hour
- Project Architect/Coordinator: \$200/hour
- Job Captain: \$185/hour



- Senior Designer: \$150/hour
- Designer: \$135/hour
- Senior Administrative Support: \$305/hour

Thank you for the opportunity to submit this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Shaw". The signature is fluid and cursive, with the first name "Jeff" being more prominent than the last name "Shaw".

Jeff Shaw, AIA, LEED AP BD+C, CPHC, MCPPO
Principal + President, Context Architecture

Memorandum of Findings

Date: May 30, 2025

To: Sean Coveney, AIA, MCPPO (Context Architecture)

From: Jessie Hutchinson (Flycatcher)

Cc: Rodney Kelshaw (Flycatcher)

Subject: Route 9, Biddeford - Wetland/Watercourse Delineation and Vernal Pool Survey Results

At the request of Gorrill Palmer, on April 15 and May 2, 2025, scientists from Flycatcher completed a wetland, waterbody and vernal pool survey on an approximately 30-acre parcel at the University of New England (UNE) campus, along Poll Street (Route 9) in Biddeford, Maine (referred as the Survey Area). This memo report provides a summary of the methods and findings of our field surveys.

Methods

Wetlands

Wetland delineations were conducted in accordance with the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual¹ and the Northcentral and Northeast Regional Supplement (Version 2.0).² The manual and supplement provide a repeatable methodology to identify wetland areas and are the accepted wetland delineation methodology of the Maine Department of Environmental Protection (MDEP) and the USACE.

The Survey Area was investigated by wetland scientists via a meander survey. When a location appeared to have the requisite three factors that constitute a wetland (i.e., hydrophytic vegetation, indicators of hydrology, and the presence of hydric soils) the scientists analyzed the site-specific data to determine if the area met the criteria to be considered a wetland. Boundaries of wetlands identified in forested areas were marked with pink survey flagging labelled with the word “Wetland Delineation” and numbered in sequential order. The location of each flag was collected via GPS as described in **GPS Location** below.

Watercourses and Waterbodies

Stream identification followed the Natural Resources Protection Act (NRPA) definition of a “river, stream or brook” (38 M.R.S. §. 480-B9). The boundary of a waterbody is identified by an “Ordinary High-Water Mark” (OHWM), as defined by the USACE as “that line on the shore established by the fluctuations of water and indicated by physical characteristics such as: 1) a clear, natural line impressed on the bank; 2) shelving; 3) changes in the character of soils; 4) destruction of terrestrial vegetation; or 5) the presence of litter and debris. If a stream or waterbody meeting the above definition was observed, blue survey flagging was hung, and GPS data collected, along the centerline for streams less than ten feet in width, or along the top of the bank for streams ten feet or wider.

¹ Environmental Laboratory. (1987). *Corps of Engineers Wetlands Delineation Manual*, Technical Report Y-87-1, U.S. Army Corps of Engineers Waterways Experiment Station. Vicksburg, MS.

² USACE (2011). *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast region (Version 2.0)*, ed. J.S. Wakely, R.W. Lichvar and C.V. Noble, and J.F. Berkowitz. ERDC/EL TR-08-27. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

Vernal Pools

A formal vernal pool survey was conducted within the Survey Area. This survey followed the definitions provided in Chapter 335 of the NRPA³, USACE Maine General Permit⁴, and the methods described in the Maine Association of Wetland Scientists (MAWS) Vernal Pool Technical Committee Vernal Pool Survey Protocol (April 2014)⁵. Vernal pools are temporarily/seasonally flooded wetlands that provide the primary breeding habitat for vernal pool indicator species, and a host of secondary faunal species. Wood frogs (*Lithobates sylvaticus*), spotted salamanders (*Ambystoma maculatum*), blue spotted salamanders (*Ambystoma laterale*), and fairy shrimp (*Eubrachyptus spp.*) are vernal pool indicator species that depend on vernal pools to complete their life cycle. The primary metric used by regulatory authorities to assess vernal pool quality is productivity of breeding vernal pool species; thus, vernal pools must be assessed during the breeding season (generally mid-April to late-May).

In Maine, a subset of vernal pools that exhibit a high level of breeding productivity are regulated as “Significant Vernal Pools” and are afforded protection under the NRPA. If a project triggers USACE jurisdiction, the USACE may regulate certain vernal pool habitats. A vernal pool survey was previously conducted by a different company and that data was previously submitted to MDIFW, and is depicted on their Vernal Pool Summary Dashboard. Their data included eight total vernal pools, one of which was mapped as potentially significant and another as being significant. Flycatcher requested the Maine State Vernal Pool Assessment Forms for these pools from MDIFW on May 12, 2025 to verify and potentially update those findings.

For each vernal pool, the location of the spring high water line was flagged and geolocated and biologists collected photos and completed a Maine State Vernal Pool Assessment Form. Due to the timing of amphibian breeding (salamanders tend to breed slightly later than wood frogs), two site visits to each pool were completed to accurately assess pool productivity.

GPS Location

Environmental features identified during this field survey were geolocated using Juniper Systems’ Geode mapping-grade GPS unit, and ArcGIS Field Maps software to achieve submeter data accuracy.

Wetlands of Special Significance (WoSS)

Chapter 310 of the Maine Natural Resources Protection Act (NRPA)⁶ defines a subset of wetlands that provide a high level of valuable functions and/or values to the surrounding and regional environment as Wetlands of Special Significance (WoSS). WoSS are afforded additional protection and generally more rigorous permitting oversight if a permittee’s project will result in unavoidable impacts. Flycatcher made preliminary WoSS determinations based on observations of physical features noted during the delineation.

³ MEDEP. *Significant Wildlife Habitat*. Chapter 335, Section 9.

⁴ USACE (2020). *Department of the Army General Permits for the State of Maine*. Section IV. 20.

⁵ MAWS (2014). *Vernal Pool Technical Committee Vernal Pool Survey Protocol*. April 2014.

⁶ MEDEP. Natural Resources Protection Act. Chapter 310. Wetlands and Waterbodies Protection Rules. Section 4. A. Wetlands of Special Significance.

Results

Survey Area Description

The Survey Area is situated to the east of Pool Street (Route 9) and extends northeasterly to Old Pool Road. The University of New England's Biddeford Campus is located adjacent to the Survey Area to the north. The site is primarily forested with a tennis court located in the northern corner of the property, and an old stone foundation in the southeastern corner, both along Old Pool Road. The forested upland is composed of northern red oak (*Quercus rubra*) and eastern white pine (*Pinus strobus*) forest, with an understory composed of lowbush blueberry (*Vaccinium angustifolium*) and eastern teaberry (*Gaultheria procumbens*). The upland at this property is composed of a relatively dry forest community, due to shallow bedrock. Many outcroppings of the granitic Biddeford Pluton and metasedimentary rocks of the Kittery Formation create a rolling topography throughout the site⁷, with topography and hydrology sloping to the north in the northern portion of the Survey Area, and draining south near the southern extent of the property.

Typical wetlands are forested swamps with associated vernal pool habitats and/or streams. It is our understanding that the vernal pool habitats at this site provide scientific value to UNE students, professors, and researchers, allowing further understanding about vernal pool ecology.

Wetlands

Five wetland areas were mapped at this site. A summary description of each wetland is provided in Table 1. The location of the mapped wetlands are depicted in Figure 2. USACE Wetland Determination Forms are included in Attachment 2.

Watercourses

Two perennial, three intermittent, and one ephemeral stream are identified in the Survey Area. A summary description of each stream is provided in Table 2, and the locations are depicted in Figure 2.

Vernal Pools

A total of five vernal pools were identified on the property: two significant vernal pools and three non-significant vernal pools. A summary description of each identified pool is presented in Table 3, and locations are depicted in Figure 2. For each significant vernal pool, the corresponding 250-foot critical terrestrial habitat (CTH) is also depicted. The pool and corresponding CTH are considered "significant wildlife habitat" (SWH) and are protected under Chapter 335 of the Natural Resources Protection Act. Proposed activities CTH must avoid unreasonable impacts to the habitat, and unavoidable impacts must be approved by MDEP through a Permit by Rule or individual NRPA permit. Maine Vernal Pool Assessment Forms are included in Attachment 3.

MDIFW Vernal Pool Summary Dashboard

MDIFW depicted eight vernal pools on their Vernal Pool Summary Dashboard. Flycatcher requested data forms for the eight pools on the database which indicated that vernal pool surveys were previously completed in 2023. MDIFW vernal pool center points and their previous determinations of significance are depicted on Figure 3. The findings of the 2023 mapping of the eight vernal pools were that one was

⁷ Hussey II, A.M., Bothner, W.A., Thompson, P.J., Marvinney, R.G., Tucker, R.D. & Tolman, S.S. 2008. *Bedrock Geology of the Kittery 1:100,000 Quadrangle, Maine and New Hampshire*. Maine Geological Survey.

significant, one was potentially significant, four were non-significant pools, and two pools did not have egg masses. The 2025 Flycatcher findings are as follows:

- Our significant vernal pool (SVP-CMS-5) aligned with their significance determination.
- We did not determine their potentially significant vernal pool to be significant during our visits due to low egg mass counts (VP-CMS-1).
- Flycatcher found that one of the MDIFW non-significant vernal pools (#5516), met the criteria for significance (SVP-CMS-4). This pool had previously been submitted as having an un-natural origin resulting from ditching, however site evidence indicates this as a natural pool with ditching only in portions of the depression, as well as significant egg mass counts.
- Flycatcher did not find evidence of breeding within one of the previously mapped pools within W-EEG-1 (MDIFW pool number 5519).
- We confirmed the two pools that previously did not have egg masses in the 2023 survey, again did not have egg masses and therefore do not meet the definition of a vernal pool (MDIFW Pool #5518 and #5520). Flycatcher recommends that these two pools be removed from the MDIFW Vernal Pool Summary Dashboard. These pools are depicted in Figure 2 with an “X” over the MDIFW center point symbol.

WOSS

Preliminary WoSS determinations are included in Table 1. WoSS determination may require consultation with the Maine Department of Inland Fisheries and Wildlife and the Maine Natural Areas Program to ascertain known or potential presence of certain threatened or endangered natural resources or natural communities. Flycatcher did not perform these consultations.

Table 1. Wetland Summary

Resource ID	Cowardin Class [1]	Dominant Vegetation	Wetland Hydrology Indicators [2]	Hydric Soil Indicators [3]	WoSS [4]	Associated Resources	Description
W-CMS-1	PFO	Red maple (<i>Acer rubrum</i>), eastern white pine, eastern hop-hornbeam (<i>Ostrya virginiana</i>), common winterberry (<i>Ilex verticillata</i>), highbush blueberry (<i>Vaccinium corymbosum</i>), speckled alder (<i>Alnus incana</i>), cinnamon fern (<i>Osmundastrum cinnamomemum</i>), sensitive fern (<i>Onoclea sensibilis</i>), May-apple (<i>Podophyllum peltatum</i>)	A2- High water table, A3- Saturation, B9- Water-stained leaves, C4- Presence of reduced iron, D2- Geomorphic position	A11. Depleted Below Dark Surface, A12. Thick Dark Surface, F3. Depleted Matrix	Yes , Contains significant wildlife habitat & areas within 25 ft. of a stream	S-CMS-3 & 4	Forested wetland occupying low-lying areas riparian to two perennial streams.
W-CMS-2	PFO	Red maple, quaking aspen (<i>Populus tremuloides</i>), paper birch (<i>Betula papyrifera</i>), eastern white pine, yellow birch (<i>B. alleghaniensis</i>), eastern hop-hornbeam, maleberry (<i>Lyonia ligustrina</i>), cinnamon fern, sensitive fern, highbush blueberry, broad-leaf meadowsweet (<i>Spiraea latifolia</i>) cottongrass bulrush (<i>Scirpus cyperinus</i>), bluejoint (<i>Calamagrostis canadensis</i>), northern long sedge (<i>Carex folliculata</i>)	A1- Surface water, A2- High water table, A3- Saturation, B9- Water-stained leaves, C4- Presence of reduced iron, D2- Geomorphic position, D4- Microtopographic relief	A11. Depleted Below Dark Surface, A12. Thick Dark Surface, F3. Depleted Matrix	Yes , Contains significant wildlife habitat & areas within 25 ft. of a stream	VP-CMS-1, 2, & 3; SVP-CMS-4 & 5; S-CMS-2, 5, & 6	Large wetland complex composed of an undisturbed forested swamp, with vernal pools and streams throughout.
W-CMS-3	PFO	Red maple, highbush blueberry, beaked hazelnut (<i>Corylus cornuta</i>)	A1- Surface water, A2- High water table, A3 Saturation, B8- Sparsely vegetated concave surface, B9- Water-stained leaves, D2- Geomorphic position	S5. Sandy Redox	Not likely	-	Isolated wetland with a potential vernal pool. Area used for scientific study of vernal pool habitat.
W-CMS-4	PFO	Red maple	A2- High water table, A3 Saturation, B8- Sparsely vegetated concave surface, B9- Water-stained leaves, D2- Geomorphic position	A11. Depleted Below Dark Surface,	Yes , Contains significant wildlife habitat	-	Isolated wetland, with limited vegetation. Young trees morphologically adapted to survive in saturated soil conditions.
W-EEG-1	PFO	Red maple, eastern white pine, quaking aspen, broad-leaf meadowsweet, speckled alder, maleberry, highbush blueberry, sensitive fern, bluejoint, cinnamon fern	A1- Surface water, A2- High water table, A3- Saturation, B9- Water-stained leaves, C4- Presence of reduced iron, D2- Geomorphic position, D4- Microtopographic relief	A11. Depleted Below Dark Surface, F3. Depleted Matrix, F8. Redox Depressions	Yes , Areas within 25 ft. of stream.	S-CMS-1	Large, forested swamp with a shallow, bedrock-controlled water table.

[1] Determined using Cowardin System: Federal Geographic Data Committee. 2013. Classification of wetlands and deepwater habitats of the United States. FGDC-STD-004-2013. Second Edition. Wetlands Subcommittee, Federal Geographic Data Committee and U.S. Fish and Wildlife Service, Washington, DC.

[2] U.S. Army Corps of Engineers. 2011. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0), ed. J. S. Wakeley, R. W. Lichvar, C. V. Noble, and J. F. Berkowitz. ERDC/EL TR-12-1. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

[3] United States Department of Agriculture, Natural Resources Conservation Service. 2024. Field Indicators of Hydric Soils in the United States, Version 9.0.

[4] Wetlands of Special Significance (WoSS), as defined in NRPA Chapter 310 (4)(A), further WoSS qualifiers may be met following receipt of updated responses from the MDIFW and MNAP.

Table 2. Watercourse Summary								
Resource ID	Flow Regime	Dominant Substrate	Average Bank Width (ft.)	Average Bank Height (ft.)	Average Water Depth (in.)	Flow Direction	Associated Resources	Description
S-CMS-1	Intermittent	Mucky sand	2.5	1.0	8.0	South	W-EEG-1	Small stream flowing through a forested swamp.
S-CMS-2	Intermittent	Organic	3.0	1.5	7.0	Northeast	W-CMS-2	Channel draining SVP-CMS-4 to SVP-CMS-5.
S-CMS-3	Perennial	Sand, gravel	6.0	1.5	10.0	Northeast	W-CMS-1	Moderate size stream flowing through a forested wetland into S-CMS-4.
S-CMS-4	Perennial	Gravel, sand	11.0	3.0	12.0	East	W-CMS-1	Large stream with woody debris, flowing along the property boundary. Stream beginning west of survey area.
S-CMS-5	Intermittent	Organic	2.5	0.5	3.0	Northeast	W-CMS-2	Narrow channel draining SVP-CMS-5 to a culvert along Old Pool Road.
S-CMS-6	Ephemeral	Organic	1.0	1.0	3.0	Northwest	W-CMS-2	Man-made ditch, draining VP-CMS-2&3 through a narrow upland passage.

Table 3. Vernal Pool Summary													
Resource ID	Pool Origin	Faunal Vernal Pool Indicator Species							*NRPA Significant	USACE Regulated	MDIFW Vernal Pool Number	MDIFW Database Significance	Description
		(based on two site visits)											
		Wood Frog Egg Masses		Spotted Salamander Egg Masses		Blue Spotted Salamander Egg Masses		Fairy Shrimp or RTE					
VP-CMS-1	Natural	0	0	11	8	0	0	0	No	Likely	5515	Potentially Significant	Large pit and mound complex in a forested swamp.
VP-CMS-2	Natural-modified	8	6	12	13	0	0	0	No	Likely	5514	Not Significant	Excavation in a forested wetland. Permanently ponded.
VP-CMS-3	Natural-modified	5	7	37	38	0	0	0	No	Likely	5513	Not Significant	Deep excavation with large woody debris. High egg masses counts but pool is permanently ponded, doesn't meet significance requirements.
SVP-CMS-4	Natural-modified	3	0	22	23	0	0	0	Yes	Likely	5516	Not Significant	Pit and mound pool in a forested swamp with historic ditching. Previous mapping called it not-natural, however our observations are that it is natural modified.
SVP-CMS-5	Natural	36	18	22	84	0	0	0	Yes	Likely	5517	Significant	Expansive pit and mound complex in a forested swamp.
*NRPA vernal pool significance is determined in breeding season by the criteria found in: MEDEP. Significant Wildlife Habitat. Chapter 335, Section 9.													

Thank you for the opportunity to assist you with natural resource identification for this project. If you have any questions regarding the results provided in this report, please do not hesitate to contact me.

Respectfully submitted,

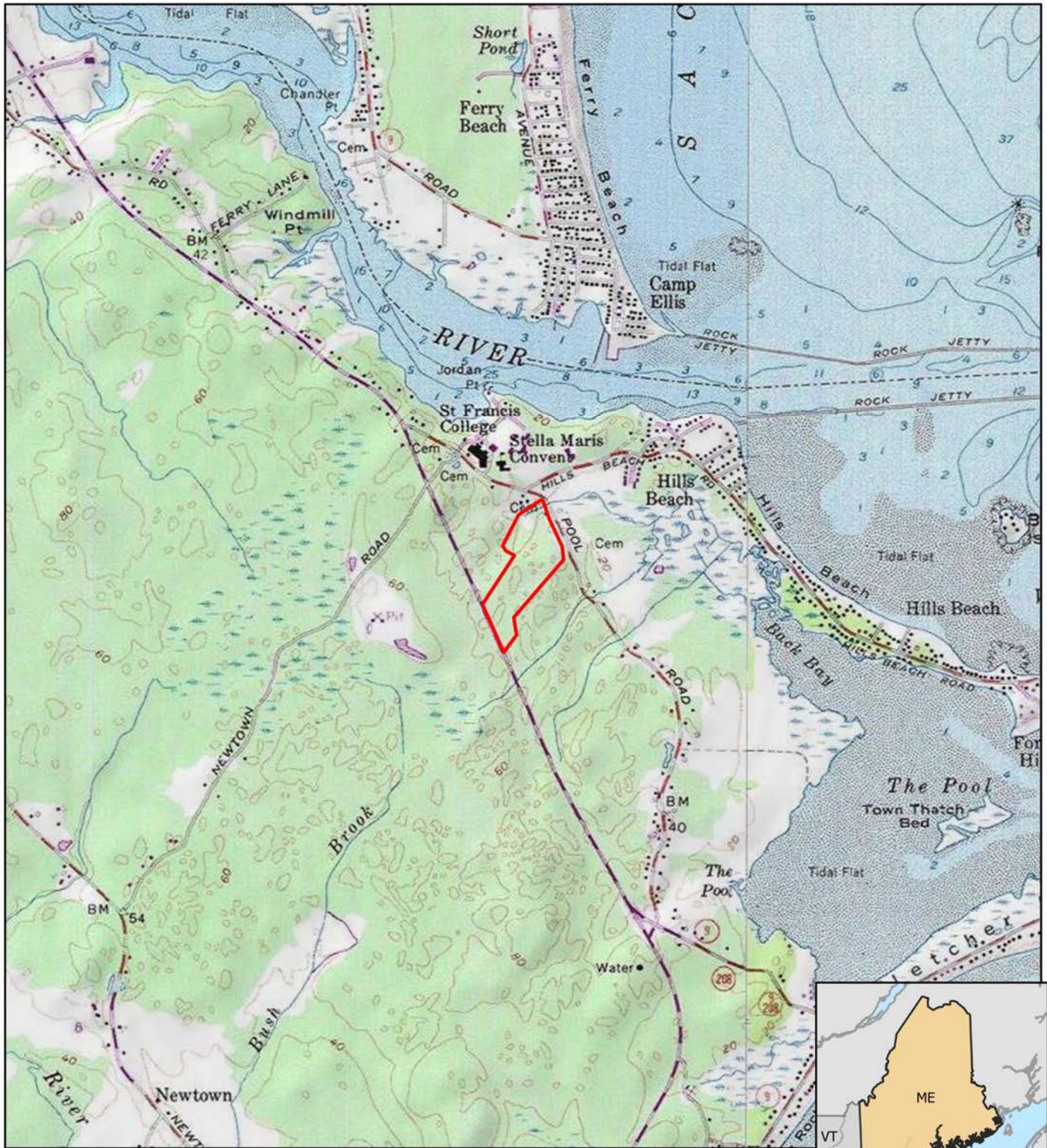
A handwritten signature in black ink that reads "Jessie Hutchinson". The signature is written in a cursive, flowing style.

Jessie Hutchinson
Environmental and Permitting Specialist - Flycatcher LLC
(207) 491-9029 – jessie@flycatcherllc.com

ATTACHMENT 1

Figure 1. USGS Survey Area Location Map

Figure 2. Natural Resource Map



BASE MAP FROM USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE SERIES.



1" = 2,000'
1:24,000

0 2,000 4,000
FEET



context
ARCHITECTURE

Flycatcher
LAND • SCIENCE • PEOPLE

PROJECT:

**CONTEXT ARCHITECTURE
ROUTE 9 / POOL STREET
BIDDEFORD, YORK COUNTY, MAINE**

LEGEND:



SURVEY AREA

DRAWN BY:

G. BOZEK

CHECKED BY:

J. HUTCHINSON

MONTH:

MAY

YEAR:

2025

PROJ. NO.:

25H-001

CLIENT:

CONTEXT ARCHITECTURE

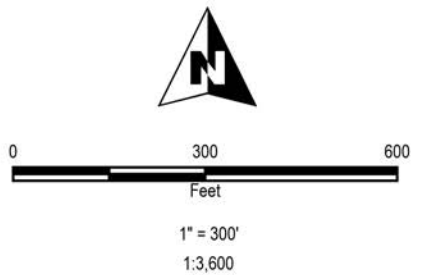
FIGURE 1 - USGS LOCATION MAP



LEGEND

- SURVEY AREA
- DELINEATED EPHEMERAL STREAM
- DELINEATED INTERMITTENT STREAM
- DELINEATED PERENNIAL STREAM
- DELINEATED WETLAND BOUNDARY
- DELINEATED PERENNIAL STREAM WATERBODY
- DELINEATED WETLAND
- SIGNIFICANT VERNAL POOL
- VERNAL POOL
- 250 ft. CRITICAL TERRESTRIAL HABITAT
- CULVERT
- MDIFW VERNAL POOL CENTERPOINT**
 - SIGNIFICANT
 - POTENTIALLY SIGNIFICANT
 - NOT SIGNIFICANT*
- USACE PLOT**
 - UPLAND
 - WETLAND

*FOR MDIFW VERNAL POOLS WITH AN "X" SYMBOL, FLYCATCHER RECOMMENDS REMOVAL FROM THE VERNAL POOL DATABASE.



PROJECT:		CONTEXT ARCHITECTURE ROUTE 9 / POOL STREET BIDDEFORD, YORK COUNTY, MAINE	
TITLE:		DELINEATED NATURAL RESOURCES MAP	
DRAWN BY:	G. BOZEK	PROJ NO.:	25H-001
CHECKED BY:	J. HUTCHINSON	FIGURE 2	
MONTH:	MAY		
YEAR:	2025		
FILE NO.:		25H-001_BIDDEFORD-FIRE	

ATTACHMENT 2

USACE Wetland Determination Forms

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 9/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
--	---

Project/Site: Biddeford Fire City/County: Biddeford Sampling Date: 5/2/2025
Applicant/Owner: Context Architecture State: ME Sampling Point: UP: W-CMS-2
Investigator(s): Cortney Stevenson (Flycatcher) Section, Township, Range: _____
Landform (hillside, terrace, etc.): Hillside Local relief (concave, convex, none): Convex Slope %: 6
Subregion (LRR or MLRA): LRR R Lat: 43.454827 Long: -70.384765 Datum: WGS 84
Soil Map Unit Name: Lyman loam, 8 to 15 percent slopes, rocky (LnC) NWI classification: N/A
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)
Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____
Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No <u>X</u> Hydric Soil Present? Yes _____ No <u>X</u> Wetland Hydrology Present? Yes _____ No <u>X</u>	Is the Sampled Area within a Wetland? Yes _____ No <u>X</u> If yes, optional Wetland Site ID: _____
Remarks: (Explain alternative procedures here or in a separate report.) 	

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators (minimum of one is required; check all that apply)</u> ____ Surface Water (A1) ____ Water-Stained Leaves (B9) ____ High Water Table (A2) ____ Aquatic Fauna (B13) ____ Saturation (A3) ____ Marl Deposits (B15) ____ Water Marks (B1) ____ Hydrogen Sulfide Odor (C1) ____ Sediment Deposits (B2) ____ Oxidized Rhizospheres on Living Roots (C3) ____ Drift Deposits (B3) ____ Presence of Reduced Iron (C4) ____ Algal Mat or Crust (B4) ____ Recent Iron Reduction in Tilled Soils (C6) ____ Iron Deposits (B5) ____ Thin Muck Surface (C7) ____ Inundation Visible on Aerial Imagery (B7) ____ Other (Explain in Remarks) ____ Sparsely Vegetated Concave Surface (B8)		<u>Secondary Indicators (minimum of two required)</u> ____ Surface Soil Cracks (B6) ____ Drainage Patterns (B10) ____ Moss Trim Lines (B16) ____ Dry-Season Water Table (C2) ____ Crayfish Burrows (C8) ____ Saturation Visible on Aerial Imagery (C9) ____ Stunted or Stressed Plants (D1) ____ Geomorphic Position (D2) ____ Shallow Aquitard (D3) ____ Microtopographic Relief (D4) ____ FAC-Neutral Test (D5)
Field Observations: Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____ Water Table Present? Yes _____ No <u>X</u> Depth (inches): _____ Saturation Present? Yes <u>X</u> No _____ Depth (inches): <u>18</u> (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <u>X</u>	
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available: 		
Remarks: Saturation may be due to high precipitation occurring prior to, and during survey.		

VEGETATION – Use scientific names of plants.

 Sampling Point: UP: W-CMS-2

Tree Stratum (Plot size: <u>30' radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. <u>Populus tremuloides</u>	<u>20</u>	<u>Yes</u>	<u>FACU</u>	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>9</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>22.2%</u> (A/B)																
2. <u>Acer rubrum</u>	<u>30</u>	<u>Yes</u>	<u>FAC</u>																	
3. <u>Pinus strobus</u>	<u>45</u>	<u>Yes</u>	<u>FACU</u>																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
		<u>95</u>	=Total Cover	Prevalence Index worksheet: <table style="width: 100%;"> <tr> <th style="width: 50%;">Total % Cover of:</th> <th style="width: 50%;">Multiply by:</th> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>0</u></td> <td>x 2 = <u>0</u></td> </tr> <tr> <td>FAC species <u>40</u></td> <td>x 3 = <u>120</u></td> </tr> <tr> <td>FACU species <u>135</u></td> <td>x 4 = <u>540</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>175</u> (A)</td> <td><u>660</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>3.77</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>0</u>	x 2 = <u>0</u>	FAC species <u>40</u>	x 3 = <u>120</u>	FACU species <u>135</u>	x 4 = <u>540</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>175</u> (A)	<u>660</u> (B)	Prevalence Index = B/A = <u>3.77</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>0</u>	x 1 = <u>0</u>																			
FACW species <u>0</u>	x 2 = <u>0</u>																			
FAC species <u>40</u>	x 3 = <u>120</u>																			
FACU species <u>135</u>	x 4 = <u>540</u>																			
UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>175</u> (A)	<u>660</u> (B)																			
Prevalence Index = B/A = <u>3.77</u>																				
Sapling/Shrub Stratum (Plot size: <u>15' radius</u>)																				
1. <u>Lonicera morrowii</u>	<u>15</u>	<u>Yes</u>	<u>FACU</u>																	
2. <u>Rubus allegheniensis</u>	<u>10</u>	<u>Yes</u>	<u>FACU</u>																	
3. <u>Vaccinium angustifolium</u>	<u>10</u>	<u>Yes</u>	<u>FACU</u>																	
4. <u>Acer rubrum</u>	<u>10</u>	<u>Yes</u>	<u>FAC</u>																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
		<u>45</u>	=Total Cover	Hydrophytic Vegetation Indicators: <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>2</u> - Dominance Test is >50% <u>3</u> - Prevalence Index is ≤3.0 ¹ <u>4</u> - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
Herb Stratum (Plot size: <u>5' radius</u>)																				
1. <u>Maianthemum canadense</u>	<u>25</u>	<u>Yes</u>	<u>FACU</u>																	
2. <u>Uvularia sessilifolia</u>	<u>10</u>	<u>Yes</u>	<u>FACU</u>																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
12. _____	_____	_____	_____																	
		<u>35</u>	=Total Cover	Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall. Woody vines – All woody vines greater than 3.28 ft in height.																
Woody Vine Stratum (Plot size: <u>30' radius</u>)																				
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
		_____	=Total Cover	Hydrophytic Vegetation Present? Yes <u> </u> No <u> X </u>																

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point UP: W-CMS-2

[illegible]

AGENCY DISCLOSURE NOTIFICATION

The public reporting burden for this collection of information, OMB Control Number 0710-0024, is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **PLEASE DO NOT RETURN YOUR REQUEST TO THE ABOVE EMAIL.**

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: <http://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx>

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 9/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
--	---

Project/Site: Biddeford Fire City/County: Biddeford Sampling Date: 5/2/2025
Applicant/Owner: Context Architecture State: ME Sampling Point: WET: W-CMS-2
Investigator(s): Cortney Stevenson (Flycatcher) Section, Township, Range: _____
Landform (hillside, terrace, etc.): Terrace Local relief (concave, convex, none): Concave Slope %: 1
Subregion (LRR or MLRA): LRR R Lat: 43.454871 Long: -70.385067 Datum: WGS 84
Soil Map Unit Name: Lyman loam, 8 to 15 percent slopes, rocky (LnC) NWI classification: N/A
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)
Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____
Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No _____	Is the Sampled Area within a Wetland? Yes <u>X</u> No _____ If yes, optional Wetland Site ID: <u>W-CMS-2</u>
Hydric Soil Present? Yes <u>X</u> No _____	
Wetland Hydrology Present? Yes <u>X</u> No _____	

Remarks: (Explain alternative procedures here or in a separate report.)

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators</u> (minimum of one is required; check all that apply) <u> </u> Surface Water (A1) <u> </u> <u>X</u> Water-Stained Leaves (B9) <u>X</u> High Water Table (A2) <u> </u> Aquatic Fauna (B13) <u>X</u> Saturation (A3) <u> </u> Marl Deposits (B15) <u> </u> Water Marks (B1) <u> </u> Hydrogen Sulfide Odor (C1) <u> </u> Sediment Deposits (B2) <u> </u> Oxidized Rhizospheres on Living Roots (C3) <u> </u> Drift Deposits (B3) <u>X</u> Presence of Reduced Iron (C4) <u> </u> Algal Mat or Crust (B4) <u> </u> Recent Iron Reduction in Tilled Soils (C6) <u> </u> Iron Deposits (B5) <u> </u> Thin Muck Surface (C7) <u> </u> Inundation Visible on Aerial Imagery (B7) <u> </u> Other (Explain in Remarks) <u> </u> Sparsely Vegetated Concave Surface (B8)	<u>Secondary Indicators</u> (minimum of two required) <u> </u> Surface Soil Cracks (B6) <u> </u> Drainage Patterns (B10) <u> </u> Moss Trim Lines (B16) <u> </u> Dry-Season Water Table (C2) <u> </u> Crayfish Burrows (C8) <u> </u> Saturation Visible on Aerial Imagery (C9) <u> </u> Stunted or Stressed Plants (D1) <u>X</u> Geomorphic Position (D2) <u> </u> Shallow Aquitard (D3) <u>X</u> Microtopographic Relief (D4) <u> </u> FAC-Neutral Test (D5)
---	---

Field Observations: Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____ Water Table Present? Yes <u>X</u> No _____ Depth (inches): <u>4</u> Saturation Present? Yes <u>X</u> No _____ Depth (inches): <u>0</u> (includes capillary fringe)	Wetland Hydrology Present? Yes <u>X</u> No _____
--	---

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants.

Sampling Point: WET: W-CMS-2

Tree Stratum (Plot size: <u>30' radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. <u>Populus tremuloides</u>	<u>40</u>	<u>Yes</u>	<u>FACU</u>	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A) Total Number of Dominant Species Across All Strata: <u>8</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>37.5%</u> (A/B)																
2. <u>Acer rubrum</u>	<u>20</u>	<u>Yes</u>	<u>FAC</u>																	
3. <u>Pinus strobus</u>	<u>30</u>	<u>Yes</u>	<u>FACU</u>																	
4. <u>Tsuga canadensis</u>	<u>10</u>	<u>No</u>	<u>FACU</u>																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
<u>100</u> =Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15' radius</u>)																				
1. <u>Vaccinium corymbosum</u>	<u>25</u>	<u>Yes</u>	<u>FACW</u>	Prevalence Index worksheet: <table style="width: 100%;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: left;">Multiply by:</th> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>45</u></td> <td>x 2 = <u>90</u></td> </tr> <tr> <td>FAC species <u>20</u></td> <td>x 3 = <u>60</u></td> </tr> <tr> <td>FACU species <u>120</u></td> <td>x 4 = <u>480</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>185</u> (A)</td> <td><u>630</u> (B)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prevalence Index = B/A = <u>3.41</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>45</u>	x 2 = <u>90</u>	FAC species <u>20</u>	x 3 = <u>60</u>	FACU species <u>120</u>	x 4 = <u>480</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>185</u> (A)	<u>630</u> (B)	Prevalence Index = B/A = <u>3.41</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>0</u>	x 1 = <u>0</u>																			
FACW species <u>45</u>	x 2 = <u>90</u>																			
FAC species <u>20</u>	x 3 = <u>60</u>																			
FACU species <u>120</u>	x 4 = <u>480</u>																			
UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>185</u> (A)	<u>630</u> (B)																			
Prevalence Index = B/A = <u>3.41</u>																				
2. <u>Pinus strobus</u>	<u>15</u>	<u>Yes</u>	<u>FACU</u>																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
<u>40</u> =Total Cover																				
Herb Stratum (Plot size: <u>5' radius</u>)																				
1. <u>Osmundastrum cinnamomeum</u>	<u>20</u>	<u>Yes</u>	<u>FACW</u>	Hydrophytic Vegetation Indicators: <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>2</u> - Dominance Test is >50% <u>3</u> - Prevalence Index is ≤3.0 ¹ <u>4</u> - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2. <u>Uvularia sessilifolia</u>	<u>10</u>	<u>Yes</u>	<u>FACU</u>																	
3. <u>Gaultheria procumbens</u>	<u>5</u>	<u>No</u>	<u>FACU</u>																	
4. <u>Maianthemum canadense</u>	<u>10</u>	<u>Yes</u>	<u>FACU</u>																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
12. _____	_____	_____	_____																	
<u>45</u> =Total Cover																				
Woody Vine Stratum (Plot size: <u>30' radius</u>)																				
1. _____	_____	_____	_____	Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall. Woody vines – All woody vines greater than 3.28 ft in height.																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
_____ =Total Cover																				
Remarks: (Include photo numbers here or on a separate sheet.)																				

SOIL

Sampling Point WET: W-CMS-2

[illegible]

AGENCY DISCLOSURE NOTIFICATION

The public reporting burden for this collection of information, OMB Control Number 0710-0024, is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **PLEASE DO NOT RETURN YOUR REQUEST TO THE ABOVE EMAIL.**

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: <http://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx>

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 9/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: Biddeford Fire City/County: Biddeford Sampling Date: 5/2/2025
Applicant/Owner: Context Architecture State: ME Sampling Point: UP: W-EEG-1
Investigator(s): Cortney Stevenson (Flycatcher) Section, Township, Range: _____
Landform (hillside, terrace, etc.): Hillside Local relief (concave, convex, none): Convex Slope %: 4
Subregion (LRR or MLRA): LRR R Lat: 43.452228 Long: -70.387542 Datum: WGS 84
Soil Map Unit Name: Lyman-Rock outcrop complex, 3 to 8 percent slopes (LyB) NWI classification: N/A
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)
Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____
Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes _____ No <u>X</u> Hydric Soil Present? Yes _____ No <u>X</u> Wetland Hydrology Present? Yes _____ No <u>X</u>	Is the Sampled Area within a Wetland? Yes _____ No <u>X</u> If yes, optional Wetland Site ID: _____
Remarks: (Explain alternative procedures here or in a separate report.)	

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators (minimum of one is required; check all that apply)</u> ____ Surface Water (A1) ____ Water-Stained Leaves (B9) ____ High Water Table (A2) ____ Aquatic Fauna (B13) ____ Saturation (A3) ____ Marl Deposits (B15) ____ Water Marks (B1) ____ Hydrogen Sulfide Odor (C1) ____ Sediment Deposits (B2) ____ Oxidized Rhizospheres on Living Roots (C3) ____ Drift Deposits (B3) ____ Presence of Reduced Iron (C4) ____ Algal Mat or Crust (B4) ____ Recent Iron Reduction in Tilled Soils (C6) ____ Iron Deposits (B5) ____ Thin Muck Surface (C7) ____ Inundation Visible on Aerial Imagery (B7) ____ Other (Explain in Remarks) ____ Sparsely Vegetated Concave Surface (B8)	<u>Secondary Indicators (minimum of two required)</u> ____ Surface Soil Cracks (B6) ____ Drainage Patterns (B10) ____ Moss Trim Lines (B16) ____ Dry-Season Water Table (C2) ____ Crayfish Burrows (C8) ____ Saturation Visible on Aerial Imagery (C9) ____ Stunted or Stressed Plants (D1) ____ Geomorphic Position (D2) ____ Shallow Aquitard (D3) ____ Microtopographic Relief (D4) ____ FAC-Neutral Test (D5)
Field Observations: Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____ Water Table Present? Yes _____ No <u>X</u> Depth (inches): _____ Saturation Present? Yes _____ No <u>X</u> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes _____ No <u>X</u>
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:	
Remarks:	

VEGETATION – Use scientific names of plants.

 Sampling Point: UP: W-EEG-1

Tree Stratum (Plot size: <u>30' radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. <u>Quercus rubra</u>	25	Yes	FACU	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>7</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>28.6%</u> (A/B)																
2. <u>Acer rubrum</u>	30	Yes	FAC																	
3. <u>Pinus strobus</u>	50	Yes	FACU																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
105 =Total Cover																				
Sapling/Shrub Stratum (Plot size: <u>15' radius</u>)																				
1. <u>Vaccinium angustifolium</u>	20	Yes	FACU	Prevalence Index worksheet: <table style="width: 100%;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: right;">Multiply by:</th> </tr> <tr> <td>OBL species <u>0</u></td> <td style="text-align: right;">x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>0</u></td> <td style="text-align: right;">x 2 = <u>0</u></td> </tr> <tr> <td>FAC species <u>40</u></td> <td style="text-align: right;">x 3 = <u>120</u></td> </tr> <tr> <td>FACU species <u>150</u></td> <td style="text-align: right;">x 4 = <u>600</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td style="text-align: right;">x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>190</u> (A)</td> <td style="text-align: right;"><u>720</u> (B)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prevalence Index = B/A = <u>3.79</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>0</u>	x 2 = <u>0</u>	FAC species <u>40</u>	x 3 = <u>120</u>	FACU species <u>150</u>	x 4 = <u>600</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>190</u> (A)	<u>720</u> (B)	Prevalence Index = B/A = <u>3.79</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>0</u>	x 1 = <u>0</u>																			
FACW species <u>0</u>	x 2 = <u>0</u>																			
FAC species <u>40</u>	x 3 = <u>120</u>																			
FACU species <u>150</u>	x 4 = <u>600</u>																			
UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>190</u> (A)	<u>720</u> (B)																			
Prevalence Index = B/A = <u>3.79</u>																				
2. <u>Acer rubrum</u>	10	Yes	FAC																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
30 =Total Cover																				
Herb Stratum (Plot size: <u>5' radius</u>)																				
1. <u>Maianthemum canadense</u>	20	Yes	FACU	Hydrophytic Vegetation Indicators: <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>2</u> - Dominance Test is >50% <u>3</u> - Prevalence Index is ≤3.0 ¹ <u>4</u> - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2. <u>Gaultheria procumbens</u>	35	Yes	FACU																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
12. _____	_____	_____	_____																	
55 =Total Cover																				
Woody Vine Stratum (Plot size: <u>30' radius</u>)																				
1. _____	_____	_____	_____	Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall. Woody vines – All woody vines greater than 3.28 ft in height.																
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
_____ =Total Cover																				
Remarks: (Include photo numbers here or on a separate sheet.)																				

SOIL

Sampling Point UP: W-EEG-1

[illegible]

AGENCY DISCLOSURE NOTIFICATION

The public reporting burden for this collection of information, OMB Control Number 0710-0024, is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **PLEASE DO NOT RETURN YOUR REQUEST TO THE ABOVE EMAIL.**

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: <http://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx>

U.S. Army Corps of Engineers WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R	OMB Control #: 0710-0024, Exp: 9/30/2027 Requirement Control Symbol EXEMPT: (Authority: AR 335-15, paragraph 5-2a)
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Project/Site: Biddeford Fire City/County: Biddeford Sampling Date: 5/2/2025

Applicant/Owner: Context Architecture State: ME Sampling Point: WET: W-EEG-1

Investigator(s): Cortney Stevenson (Flycatcher) Section, Township, Range: _____

Landform (hillside, terrace, etc.): Terrace Local relief (concave, convex, none): Concave Slope %: 1

Subregion (LRR or MLRA): LRR R Lat: 43.4521104 Long: -70.3871376 Datum: WGS 84

Soil Map Unit Name: Naumburg sand (Na) NWI classification: PFO1E

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No _____ Hydric Soil Present? Yes <u>X</u> No _____ Wetland Hydrology Present? Yes <u>X</u> No _____	Is the Sampled Area within a Wetland? Yes <u>X</u> No _____ If yes, optional Wetland Site ID: <u>W-EEG-1</u>
Remarks: (Explain alternative procedures here or in a separate report.)	

HYDROLOGY

Wetland Hydrology Indicators: <u>Primary Indicators</u> (minimum of one is required; check all that apply) <table style="width: 100%;"> <tr> <td>☐ Surface Water (A1)</td> <td>☒ Water-Stained Leaves (B9)</td> </tr> <tr> <td>☒ High Water Table (A2)</td> <td>☐ Aquatic Fauna (B13)</td> </tr> <tr> <td>☒ Saturation (A3)</td> <td>☐ Marl Deposits (B15)</td> </tr> <tr> <td>☐ Water Marks (B1)</td> <td>☐ Hydrogen Sulfide Odor (C1)</td> </tr> <tr> <td>☐ Sediment Deposits (B2)</td> <td>☐ Oxidized Rhizospheres on Living Roots (C3)</td> </tr> <tr> <td>☐ Drift Deposits (B3)</td> <td>☒ Presence of Reduced Iron (C4)</td> </tr> <tr> <td>☐ Algal Mat or Crust (B4)</td> <td>☐ Recent Iron Reduction in Tilled Soils (C6)</td> </tr> <tr> <td>☐ Iron Deposits (B5)</td> <td>☐ Thin Muck Surface (C7)</td> </tr> <tr> <td>☐ Inundation Visible on Aerial Imagery (B7)</td> <td>☐ Other (Explain in Remarks)</td> </tr> <tr> <td>☐ Sparsely Vegetated Concave Surface (B8)</td> <td></td> </tr> </table>	☐ Surface Water (A1)	☒ Water-Stained Leaves (B9)	☒ High Water Table (A2)	☐ Aquatic Fauna (B13)	☒ Saturation (A3)	☐ Marl Deposits (B15)	☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)	☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☐ Drift Deposits (B3)	☒ Presence of Reduced Iron (C4)	☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☐ Iron Deposits (B5)	☐ Thin Muck Surface (C7)	☐ Inundation Visible on Aerial Imagery (B7)	☐ Other (Explain in Remarks)	☐ Sparsely Vegetated Concave Surface (B8)		<u>Secondary Indicators</u> (minimum of two required) <table style="width: 100%;"> <tr><td>☐ Surface Soil Cracks (B6)</td></tr> <tr><td>☐ Drainage Patterns (B10)</td></tr> <tr><td>☐ Moss Trim Lines (B16)</td></tr> <tr><td>☐ Dry-Season Water Table (C2)</td></tr> <tr><td>☐ Crayfish Burrows (C8)</td></tr> <tr><td>☐ Saturation Visible on Aerial Imagery (C9)</td></tr> <tr><td>☐ Stunted or Stressed Plants (D1)</td></tr> <tr><td>☒ Geomorphic Position (D2)</td></tr> <tr><td>☒ Shallow Aquitard (D3)</td></tr> <tr><td>☐ Microtopographic Relief (D4)</td></tr> <tr><td>☐ FAC-Neutral Test (D5)</td></tr> </table>	☐ Surface Soil Cracks (B6)	☐ Drainage Patterns (B10)	☐ Moss Trim Lines (B16)	☐ Dry-Season Water Table (C2)	☐ Crayfish Burrows (C8)	☐ Saturation Visible on Aerial Imagery (C9)	☐ Stunted or Stressed Plants (D1)	☒ Geomorphic Position (D2)	☒ Shallow Aquitard (D3)	☐ Microtopographic Relief (D4)	☐ FAC-Neutral Test (D5)
☐ Surface Water (A1)	☒ Water-Stained Leaves (B9)																															
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☒ Shallow Aquitard (D3)																																
☐ Microtopographic Relief (D4)																																
☐ FAC-Neutral Test (D5)																																
Field Observations: Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____ Water Table Present? Yes <u>X</u> No _____ Depth (inches): <u>5</u> Saturation Present? Yes <u>X</u> No _____ Depth (inches): <u>0</u> (includes capillary fringe)	Wetland Hydrology Present? Yes <u>X</u> No _____																															
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available: Remarks: Shallow hydric soil, with bedrock at 11".																																

VEGETATION – Use scientific names of plants.

Sampling Point: WET: W-EEG-1

Tree Stratum (Plot size: <u>30' radius</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. <u>Populus tremuloides</u>	<u>30</u>	<u>Yes</u>	<u>FACU</u>	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>4</u> (A) Total Number of Dominant Species Across All Strata: <u>7</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>57.1%</u> (A/B)																
2. <u>Acer rubrum</u>	<u>55</u>	<u>Yes</u>	<u>FAC</u>																	
3. <u>Pinus strobus</u>	<u>10</u>	<u>No</u>	<u>FACU</u>																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
		<u>95</u>	=Total Cover	Prevalence Index worksheet: <table style="width: 100%;"> <tr> <th style="text-align: left;">Total % Cover of:</th> <th style="text-align: left;">Multiply by:</th> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>55</u></td> <td>x 2 = <u>110</u></td> </tr> <tr> <td>FAC species <u>80</u></td> <td>x 3 = <u>240</u></td> </tr> <tr> <td>FACU species <u>75</u></td> <td>x 4 = <u>300</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>210</u> (A)</td> <td><u>650</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>3.10</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>55</u>	x 2 = <u>110</u>	FAC species <u>80</u>	x 3 = <u>240</u>	FACU species <u>75</u>	x 4 = <u>300</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>210</u> (A)	<u>650</u> (B)	Prevalence Index = B/A = <u>3.10</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>0</u>	x 1 = <u>0</u>																			
FACW species <u>55</u>	x 2 = <u>110</u>																			
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UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>210</u> (A)	<u>650</u> (B)																			
Prevalence Index = B/A = <u>3.10</u>																				
Sapling/Shrub Stratum (Plot size: <u>15' radius</u>)																				
1. <u>Alnus incana</u>	<u>20</u>	<u>Yes</u>	<u>FACW</u>																	
2. <u>Pinus strobus</u>	<u>5</u>	<u>No</u>	<u>FACU</u>																	
3. <u>Ilex verticillata</u>	<u>30</u>	<u>Yes</u>	<u>FACW</u>																	
4. <u>Acer rubrum</u>	<u>10</u>	<u>No</u>	<u>FAC</u>																	
5. <u>Spiraea latifolia</u>	<u>5</u>	<u>No</u>	<u>FACW</u>																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
		<u>70</u>	=Total Cover	Hydrophytic Vegetation Indicators: <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>X</u> <u>2</u> - Dominance Test is >50% <u>3</u> - Prevalence Index is ≤3.0 ¹ <u>4</u> - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
Herb Stratum (Plot size: <u>5' radius</u>)																				
1. <u>Anemone quinquefolia</u>	<u>20</u>	<u>Yes</u>	<u>FACU</u>																	
2. <u>Equisetum arvense</u>	<u>15</u>	<u>Yes</u>	<u>FAC</u>																	
3. <u>Maianthemum canadense</u>	<u>10</u>	<u>Yes</u>	<u>FACU</u>																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
6. _____	_____	_____	_____																	
7. _____	_____	_____	_____																	
8. _____	_____	_____	_____																	
9. _____	_____	_____	_____																	
10. _____	_____	_____	_____																	
11. _____	_____	_____	_____																	
12. _____	_____	_____	_____																	
		<u>45</u>	=Total Cover	Definitions of Vegetation Strata: Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height. Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall. Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall. Woody vines – All woody vines greater than 3.28 ft in height.																
Woody Vine Stratum (Plot size: <u>30' radius</u>)																				
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
		_____	=Total Cover																	
Remarks: (Include photo numbers here or on a separate sheet.)																				

SOIL

Sampling Point WET: W-EEG-1

[illegible]

AGENCY DISCLOSURE NOTIFICATION

The public reporting burden for this collection of information, OMB Control Number 0710-0024, is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **PLEASE DO NOT RETURN YOUR REQUEST TO THE ABOVE EMAIL.**

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: <http://dpcl.d.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx>

ATTACHMENT 3

Maine State Vernal Pool Assessment Forms



Maine State Vernal Pool Assessment Form



INSTRUCTIONS:

- Complete all 3 pages of form thoroughly. Most fields are required for pool registration.
- Clear photographs of a) the pool AND b) the indicators (one example of each species egg mass) are required for all observers.

Observer's Pool ID: VP-CMS-1

MDIFW Pool ID: _____

1. PRIMARY OBSERVER INFORMATION

- a. Observer name: Cortney Stevenson-Flycatcher
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☒ Yes

2. PROJECT CONTACT INFORMATION

- a. Contact name: ☐ same as observer ☒ other Jessie Hutchinson
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☒ Yes
- c. Project Name: Biddeford Fire

3. LANDOWNER CONTACT INFORMATION

- a. Are you the landowner? ☐ Yes ☒ No If no, was landowner permission obtained for survey? ☒ Yes ☐ No
- b. Landowner's contact information (required)
- Name: University of New England Phone: (207) 602-2253 E-mail: athibeault@une.edu
- Street Address: 11 Hills Beach Road City: Biddeford State: ME Zip: 04005
- c. ☐ Large Projects: check if separate project landowner data file submitted

The Maine Department of Environmental Protection will e-mail official status letters to the project contact and landowner. Please check these data for completeness and accuracy to prevent delay in mailings. E-mail is the preferred method of notification; please provide e-mail addresses for the project contact and the landowner when available.

4. VERNAL POOL LOCATION INFORMATION

a. Location Township: Biddeford

Brief site directions to the pool (using mapped landmarks):

From the intersection of Newtown Rd and Pools St (Rt9), head south on Rt 9 for 0.37 miles before walking northeast in the woods for 415ft to the pool.

b. Mapping Requirements

- i. USGS topographic map OR aerial photograph with pool clearly marked.
- ii. **GPS location of vernal pool (use Datum NAD83 / WGS84)**
- Longitude/Easting: -70.386829 Latitude/Northing: 43.453019
- Coordinate system: NAD 83
- Check one: ☐ GIS shapefile
- send to VernalPool.MDIFW@maine.gov; observer has reviewed shape accuracy
- ☒ (Best) The pool perimeter is delineated by multiple GPS points. (Excellent)
- Include map or spreadsheet with coordinates.
- ☐ The above GPS point is at the center of the pool. (Good)



Maine State Vernal Pool Assessment Form



5. VERNAL POOL HABITAT INFORMATION

a. Habitat survey date (only if different from indicator survey dates on page 3): _____

b. Wetland habitat characterization

■ Choose the best descriptor for the landscape setting:

- ☐ Isolated depression
 ☒ Pool associated with larger wetland complex
☐ Floodplain depression
 ☐ Other: _____

■ Check all wetland types that best apply to this pool:

- | | | | |
|--|---|--|--|
| ☒ Forested swamp | ☐ Wet meadow | ☐ Slow stream | ☐ Dug pond or borrow pit |
| ☐ Shrub swamp | ☐ Lake or pond cove | ☐ Floodplain | |
| ☐ Peatland (fen or bog) | ☐ Abandoned beaver flowage | ☐ Mostly unvegetated pool | ☐ Roadside ditch |
| ☐ Emergent marsh | ☐ Active beaver flowage | ☐ ATV or skidder rut | ☒ Other: _____ |

c. Vernal pool status under the Natural Resources Protection Act (NRPA)

i. Pool Origin: ☒ Natural ☐ Natural-Modified ☐ Unnatural ☐ Unknown

If modified, unnatural or unknown, describe any modern or historic human impacts to the pool (**required**):

ii. Pool Hydrology

■ Select the pool's estimated hydroperiod AND provide rationale in box (**required**):

- ☐ Permanent
 ☐ Semi-permanent (drying partially in all years and completely in drought years)
 ☒ Ephemeral (drying out completely in most years)
 ☐ Unknown

Explain:

Pit and mound topo with vegetation on mounds and water in basins.

■ Maximum depth at survey: ☐ 0-12" (0-1 ft.) ☒ 12-36" (1-3 ft.) ☐ 36-60" (3-5 ft.) ☐ >60" (>5 ft.)

■ Approximate size of pool (at spring highwater): Width: 50 ☐ m ☒ ft Length: 150 ☐ m ☒ ft

■ Predominate substrate in order of increasing hydroperiod:

- ☐ Mineral soil (bare, leaf-litter bottom, or upland mosses present)
 ☐ Organic matter (peat/muck) shallow or restricted to deepest portion
☐ Mineral soil (sphagnum moss present)
 ☒ Organic matter (peat/muck) deep and widespread

■ Pool vegetation indicators in order of increasing hydroperiod (check all that apply):

- | | |
|--|---|
| ☐ Terrestrial nonvascular spp. (e.g. haircap moss, lycopodium spp.) | ☒ Wet site ferns (e.g. royal fern, marsh fern) |
| ☐ Dry site ferns (e.g. spinulose wood fern, lady fern, bracken fern) | ☒ Wet site shrubs (e.g. highbush blueberry, maleberry, winterberry, mountain holly) |
| ☒ Moist site ferns (e.g. sensitive fern, cinnamon fern, interrupted fern, New York fern) | ☒ Wet site graminoids (e.g. blue-joint grass, tussock sedge, cattail, bulrushes) |
| ☐ Moist site vasculars (e.g. skunk cabbage, jewelweed, blue flag iris, swamp candle) | ☐ Aquatic vascular spp. (e.g. pickerelweed, arrowhead) |
| ☒ Sphagnum moss (anchored or suspended) | ☐ Floating or submerged aquatics (e.g. water lily, water shield, pond weed, bladderwort) |
| | ☐ No vegetation in pool |

■ Faunal indicators (check all that apply):

- ☐ Fish
 ☐ Bullfrog or Green Frog tadpoles
 ☐ Other: _____

iii. Inlet/Outlet Flow Permanency

Type of inlet or outlet (a seasonal or permanent channel providing water flowing into or out of the pool):

- ☒ No inlet or outlet
 ☐ Permanent inlet or outlet (channel with well-defined banks and permanent flow)
☐ Intermittent inlet or outlet
 ☐ Other or Unknown (explain): _____



Maine State Vernal Pool Assessment Form



6. VERNAL POOL INDICATOR INFORMATION

a. Indicator survey dates: 4/15/2025; 5/2/2025

b. Indicator abundance criteria and pool survey effort

- Is pool depression bisected by 2 ownerships (straddler pool)? ☐ Yes ☒ No
- Was the entire pool surveyed for egg masses? ☒ Yes ☐ No; what % of entire pool surveyed? 100
- For each indicator species, indicate the exact number of egg masses, confidence level for species determination, and egg mass maturity. Separate cells are provided for separate survey dates.

INDICATOR SPECIES	Egg Masses (or adult Fairy Shrimp)									Tadpoles/Larvae ⁴			
	Visit #1	Visit #2	Visit #3	Confidence Level ¹			Egg Mass Maturity ²			Observed	Confidence Level ¹		
Wood Frog	0	0								0			
Spotted Salamander	11	8		3	3		F/M	M/A		0			
Blue-spotted Salamander	0	0								0			
Fairy Shrimp ³	0	0											

1-Confidence level: 1 = <60%, 2 = 60-95%, 3 = >95%

2-Egg mass maturity: F= Fresh (<24 hrs), M= Mature (round embryos), A= Advanced (loose matrix, curved embryos), H= Hatched or Hatching

3-Fairy shrimp: X = present

4-Tadpoles/larvae: X = present

c. Rarity criteria

- Note any rare species associated with vernal pools. Observations should be accompanied by photographs.

SPECIES	Method of Verification*			CL**	SPECIES	Method of Verification*			CL**
	P	H	S			P	H	S	
Blanding's Turtle	☐	☐	☐		Wood Turtle	☐	☐	☐	
Spotted Turtle	☐	☐	☐		Ribbon Snake	☐	☐	☐	
Ringed Boghaunter	☐	☐	☐		Other:	☐	☐	☐	

*Method of verification: P = Photographed, H = Handled, S = Seen

**CL - Confidence level in species determination: 1= <60%, 2= 60-95%, 3= >95%

d. Optional observer recommendation:

☐ SVP ☐ Potential SVP ☒ Non Significant VP ☐ Indicator Breeding Area

e. General vernal pool comments and/or observations of other wildlife:

Large pit and mound complex

Send completed form and supporting documentation to: VernalPool.MDIFW@maine.gov

NOTE: Digital submissions are preferred but if not possible, please mail to: Maine Department of Inland Fisheries and Wildlife
Attn: Vernal Pools
106 Hogan Road, Suite 1
Bangor, ME 04401

For MDIFW use only

Reviewed by MDIFW Date: Initials:

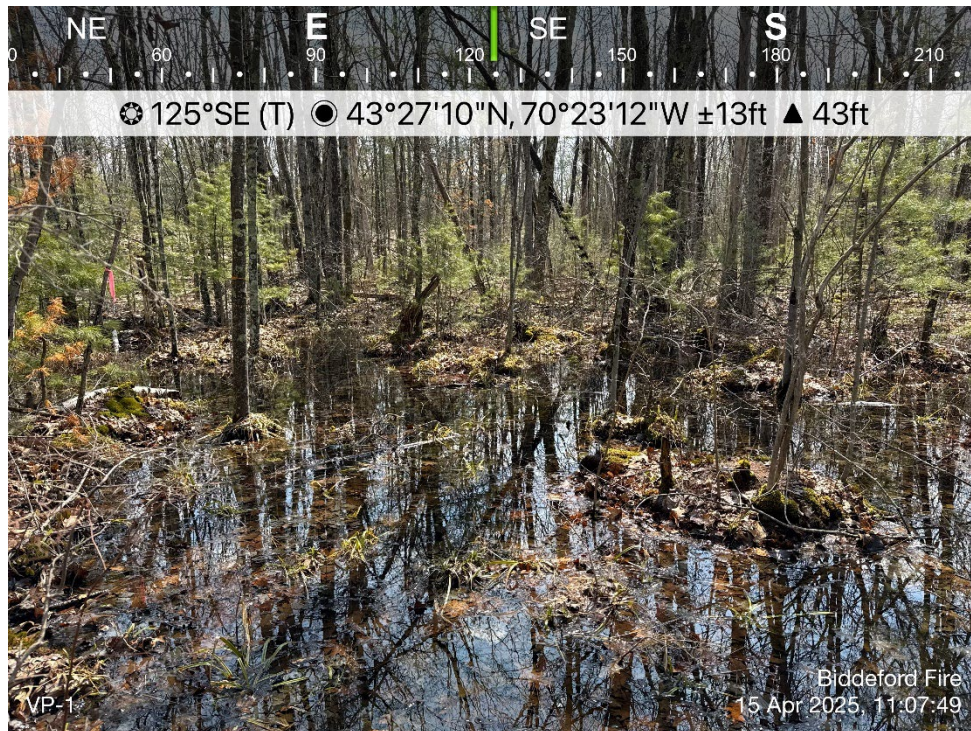
This pool is: ☐ Significant ☐ Potentially Significant but lacking critical data ☐ Not Significant due to: ☐ does not meet biological criteria. ☐ does not meet MDEP vernal pool criteria.

Comments:

Vernal Pool VP-CMS-1 Representative Photos



VP-CMS-1 looking southeast
April 15, 2025



VP-CMS-1 looking north
April 15, 2025



VP-CMS-1 looking east
May 2, 2025



VP-CMS-1 looking south
May 2, 2025



VP-CMS-1 spotted salamander egg mass
April 15, 2025



Maine State Vernal Pool Assessment Form



INSTRUCTIONS:

- Complete all 3 pages of form thoroughly. Most fields are required for pool registration.
- Clear photographs of a) the pool AND b) the indicators (one example of each species egg mass) are required for all observers.

Observer's Pool ID: VP-CMS-2

MDIFW Pool ID: _____

1. PRIMARY OBSERVER INFORMATION

- a. Observer name: Cortney Stevenson-Flycatcher
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☐ Yes

2. PROJECT CONTACT INFORMATION

- a. Contact name: ☐ same as observer ☐ other Jessie Hutchinson
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☐ Yes
- c. Project Name: Biddeford Fire

3. LANDOWNER CONTACT INFORMATION

- a. Are you the landowner? ☐ Yes ☐ No If no, was landowner permission obtained for survey? ☐ Yes ☐ No
- b. Landowner's contact information (required)
- Name: University of New England Phone: (207) 602-2253 E-mail: athibeault@une.edu
- Street Address: 11 Hills Beach Road City: Biddeford State: ME Zip: 04005
- c. ☐ Large Projects: check if separate project landowner data file submitted

The Maine Department of Environmental Protection will e-mail official status letters to the project contact and landowner. Please check these data for completeness and accuracy to prevent delay in mailings. E-mail is the preferred method of notification; please provide e-mail addresses for the project contact and the landowner when available.

4. VERNAL POOL LOCATION INFORMATION

a. Location Township: Biddeford

Brief site directions to the pool (using mapped landmarks):

From the intersection of Hills Beach Rd and Old Pool Rd in Biddeford, head south on Old Pool Rd for 0.2 miles before walking 440 ft to the southwest to the pool.

b. Mapping Requirements

i. USGS topographic map OR aerial photograph with pool clearly marked.

ii. GPS location of vernal pool (use Datum NAD83 / WGS84)

Longitude/Easting: -70.385181 Latitude/Northing: 43.453775

Coordinate system: NAD 83

Check one: ☐ GIS shapefile

- send to VernalPool.MDIFW@maine.gov; observer has reviewed shape accuracy

☐ (Best) The pool perimeter is delineated by multiple GPS points. (Excellent)

- Include map or spreadsheet with coordinates.

☐ The above GPS point is at the center of the pool. (Good)



Maine State Vernal Pool Assessment Form



5. VERNAL POOL HABITAT INFORMATION

a. Habitat survey date (only if different from indicator survey dates on page 3): _____

b. Wetland habitat characterization

■ Choose the best descriptor for the landscape setting:

- ☐ Isolated depression ☐ Pool associated with larger wetland complex
☐ Floodplain depression ☐ Other: _____

■ Check all wetland types that best apply to this pool:

- ☒ Forested swamp ☐ Wet meadow ☐ Slow stream ☒ Dug pond or borrow pit
☐ Shrub swamp ☐ Lake or pond cove ☐ Floodplain
☐ Peatland (fen or bog) ☐ Abandoned beaver flowage ☒ Mostly unvegetated pool ☐ Roadside ditch
☐ Emergent marsh ☐ Active beaver flowage ☐ ATV or skidder rut ☐ Other: _____

c. Vernal pool status under the Natural Resources Protection Act (NRPA)

i. Pool Origin: ☐ Natural ☐ Natural-Modified ☐ Unnatural ☐ Unknown

If modified, unnatural or unknown, describe any modern or historic human impacts to the pool (**required**):

Excavated pool in a forested wetland.

ii. Pool Hydrology

■ Select the pool's estimated hydroperiod AND provide rationale in box (**required**):

- ☐ Permanent ☐ Semi-permanent (drying partially in all years and completely in drought years) ☐ Ephemeral (drying out completely in most years) ☐ Unknown

Explain:

Deep excavation with dark water and submerged large woody debris. Water about 4.5ft. deep in lowest part.

■ Maximum depth at survey: ☐ 0-12" (0-1 ft.) ☐ 12-36" (1-3 ft.) ☐ 36-60" (3-5 ft.) ☐ >60" (>5 ft.)

■ Approximate size of pool (at spring highwater): Width: 50 ☐ m ☐ ft Length: 70 ☐ m ☐ ft

■ Predominate substrate in order of increasing hydroperiod:

- ☐ Mineral soil (bare, leaf-litter bottom, or upland mosses present) ☐ Organic matter (peat/muck) shallow or restricted to deepest portion
☐ Mineral soil (sphagnum moss present) ☐ Organic matter (peat/muck) deep and widespread

■ Pool vegetation indicators in order of increasing hydroperiod (check all that apply):

- ☐ Terrestrial nonvascular spp. (e.g. haircap moss, lycopodium spp.) ☐ Wet site ferns (e.g. royal fern, marsh fern)
☐ Dry site ferns (e.g. spinulose wood fern, lady fern, bracken fern) ☒ Wet site shrubs (e.g. highbush blueberry, maleberry, winterberry, mountain holly)
☒ Moist site ferns (e.g. sensitive fern, cinnamon fern, interrupted fern, New York fern) ☐ Wet site graminoids (e.g. blue-joint grass, tussock sedge, cattail, bulrushes)
☐ Moist site vasculars (e.g. skunk cabbage, jewelweed, blue flag iris, swamp candle) ☐ Aquatic vascular spp. (e.g. pickerelweed, arrowhead)
☒ Sphagnum moss (anchored or suspended) ☐ Floating or submerged aquatics (e.g. water lily, water shield, pond weed, bladderwort)
☐ No vegetation in pool

■ Faunal indicators (check all that apply):

- ☐ Fish ☐ Bullfrog or Green Frog tadpoles ☒ Other: Wood frog

iii. Inlet/Outlet Flow Permanency

Type of inlet or outlet (a seasonal or permanent channel providing water flowing into or out of the pool):

- ☐ No inlet or outlet ☐ Permanent inlet or outlet (channel with well-defined banks and permanent flow)
☐ Intermittent inlet or outlet ☐ Other or Unknown (explain): _____



Maine State Vernal Pool Assessment Form



6. VERNAL POOL INDICATOR INFORMATION

a. Indicator survey dates: 4/15/2025; 5/2/2025

b. Indicator abundance criteria and pool survey effort

- Is pool depression bisected by 2 ownerships (straddler pool)? ☐ Yes ☐ No
- Was the entire pool surveyed for egg masses? ☐ Yes ☐ No; what % of entire pool surveyed? 100
- For each indicator species, indicate the exact number of egg masses, confidence level for species determination, and egg mass maturity. Separate cells are provided for separate survey dates.

INDICATOR SPECIES	Egg Masses (or adult Fairy Shrimp)						Tadpoles/Larvae ⁴					
	Visit #1	Visit #2	Visit #3	Confidence Level ¹		Egg Mass Maturity ²		Observed		Confidence Level ¹		
Wood Frog	8	6		3	3	F/M	A/H	0	1		3	
Spotted Salamander	12	13		3	3	F/M	A/H	0				
Blue-spotted Salamander	0	0						0				
Fairy Shrimp ³	0	0										

1-Confidence level: 1 = <60%, 2 = 60-95%, 3 = >95%

2-Egg mass maturity: F= Fresh (<24 hrs), M= Mature (round embryos), A= Advanced (loose matrix, curved embryos), H= Hatched or Hatching

3-Fairy shrimp: X = present

4-Tadpoles/larvae: X = present

c. Rarity criteria

- Note any rare species associated with vernal pools. Observations should be accompanied by photographs.

SPECIES	Method of Verification*			CL**	SPECIES	Method of Verification*			CL**
	P	H	S			P	H	S	
Blanding's Turtle	☐	☐	☐		Wood Turtle	☐	☐	☐	
Spotted Turtle	☐	☐	☐		Ribbon Snake	☐	☐	☐	
Ringed Boghaunter	☐	☐	☐		Other:	☐	☐	☐	

*Method of verification: P = Photographed, H = Handled, S = Seen

**CL - Confidence level in species determination: 1= <60%, 2= 60-95%, 3= >95%

d. Optional observer recommendation:

☐ SVP ☐ Potential SVP ☒ Non Significant VP ☐ Indicator Breeding Area

e. General vernal pool comments and/or observations of other wildlife:

Naturalized pool in excavation within a forested wetland. Large woody debris and ample shade provide high-quality habitat for amphibians in this area. Permanent hydrology.

Send completed form and supporting documentation to: VernalPool.MDIFW@maine.gov

NOTE: Digital submissions are preferred but if not possible, please mail to: Maine Department of Inland Fisheries and Wildlife
Attn: Vernal Pools
106 Hogan Road, Suite 1
Bangor, ME 04401

For MDIFW use only

Reviewed by MDIFW Date: Initials:

This pool is: ☐ Significant ☐ Potentially Significant but lacking critical data ☐ Not Significant due to: ☐ does not meet biological criteria. ☐ does not meet MDEP vernal pool criteria.

Comments:

Vernal Pool VP-CMS-2 Representative Photos



VP-CMS-2 looking southwest
April 15, 2025



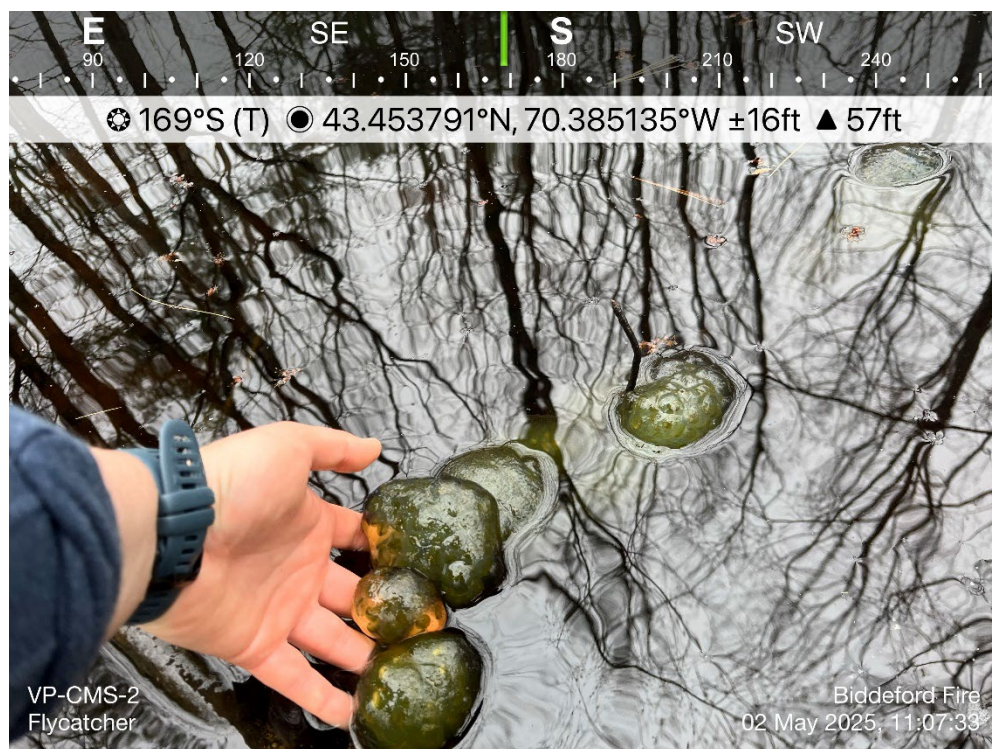
VP-CMS-2 looking south
May 2, 2025



VP-CMS-2 wood frog egg mass
April 15, 2025



VP-CMS-2 spotted salamander egg masses
April 15, 2025



VP-CMS-2spotted salamander egg masses
May 2, 2025



Maine State Vernal Pool Assessment Form



INSTRUCTIONS:

- Complete all 3 pages of form thoroughly. Most fields are required for pool registration.
- Clear photographs of a) the pool AND b) the indicators (one example of each species egg mass) are required for all observers.

Observer's Pool ID: VP-CMS-3

MDIFW Pool ID: _____

1. PRIMARY OBSERVER INFORMATION

- a. Observer name: Cortney Stevenson-Flycatcher
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☒ Yes

2. PROJECT CONTACT INFORMATION

- a. Contact name: ☐ same as observer ☒ other Jessie Hutchinson
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☒ Yes
- c. Project Name: Biddeford Fire

3. LANDOWNER CONTACT INFORMATION

- a. Are you the landowner? ☐ Yes ☒ No If no, was landowner permission obtained for survey? ☒ Yes ☐ No
- b. Landowner's contact information (required)
- Name: University of New England Phone: (207) 602-2253 E-mail: athibeault@une.edu
- Street Address: 11 Hills Beach Road City: Biddeford State: ME Zip: 04005
- c. ☐ Large Projects: check if separate project landowner data file submitted

The Maine Department of Environmental Protection will e-mail official status letters to the project contact and landowner. Please check these data for completeness and accuracy to prevent delay in mailings. E-mail is the preferred method of notification; please provide e-mail addresses for the project contact and the landowner when available.

4. VERNAL POOL LOCATION INFORMATION

a. Location Township: Biddeford

Brief site directions to the pool (using mapped landmarks):

From the intersection of Hills Beach Rd and Old Pool Rd in Biddeford, travel 0.2 miles south on Old Pool Rd before walking 300 feet southwest into the woods to the pool.

b. Mapping Requirements

- i. USGS topographic map OR aerial photograph with pool clearly marked.
- ii. **GPS location of vernal pool (use Datum NAD83 / WGS84)**
- Longitude/Easting: -70.384979 Latitude/Northing: 43.454128
- Coordinate system: NAD 83
- Check one: ☒ GIS shapefile
- send to VernalPool.MDIFW@maine.gov; observer has reviewed shape accuracy
- ☐ (Best) The pool perimeter is delineated by multiple GPS points. (Excellent)
- Include map or spreadsheet with coordinates.
- ☐ The above GPS point is at the center of the pool. (Good)



Maine State Vernal Pool Assessment Form



5. VERNAL POOL HABITAT INFORMATION

a. Habitat survey date (only if different from indicator survey dates on page 3): _____

b. Wetland habitat characterization

■ Choose the best descriptor for the landscape setting:

- ☐ Isolated depression ☒ Pool associated with larger wetland complex
☐ Floodplain depression ☐ Other: _____

■ Check all wetland types that best apply to this pool:

- | | | | |
|--|---|---|--|
| ☒ Forested swamp | ☐ Wet meadow | ☐ Slow stream | ☒ Dug pond or borrow pit |
| ☐ Shrub swamp | ☐ Lake or pond cove | ☐ Floodplain | |
| ☐ Peatland (fen or bog) | ☐ Abandoned beaver flowage | ☒ Mostly unvegetated pool | ☐ Roadside ditch |
| ☐ Emergent marsh | ☐ Active beaver flowage | ☐ ATV or skidder rut | ☐ Other: _____ |

c. Vernal pool status under the Natural Resources Protection Act (NRPA)

i. Pool Origin: ☐ Natural ☒ Natural-Modified ☐ Unnatural ☐ Unknown

If modified, unnatural or unknown, describe any modern or historic human impacts to the pool (**required**):

Excavated pool in wet depression, adjacent to upland habitat.

ii. Pool Hydrology

■ Select the pool's estimated hydroperiod AND provide rationale in box (**required**):

- ☒ Permanent ☐ Semi-permanent (drying partially in all years and completely in drought years) ☐ Ephemeral (drying out completely in most years) ☐ Unknown

Explain:

Deep excavation with dark water and submerged large woody debris. Water about 5.5ft. deep in lowest part.

■ Maximum depth at survey: ☐ 0-12" (0-1 ft.) ☐ 12-36" (1-3 ft.) ☐ 36-60" (3-5 ft.) ☒ >60" (>5 ft.)

■ Approximate size of pool (at spring highwater): Width: 50 ☐ m ☒ ft Length: 100 ☐ m ☒ ft

■ Predominate substrate in order of increasing hydroperiod:

- ☐ Mineral soil (bare, leaf-litter bottom, or upland mosses present) ☐ Organic matter (peat/muck) shallow or restricted to deepest portion
☐ Mineral soil (sphagnum moss present) ☒ Organic matter (peat/muck) deep and widespread

■ Pool vegetation indicators in order of increasing hydroperiod (check all that apply):

- | | |
|--|---|
| ☐ Terrestrial nonvascular spp. (e.g. haircap moss, lycopodium spp.) | ☐ Wet site ferns (e.g. royal fern, marsh fern) |
| ☐ Dry site ferns (e.g. spinulose wood fern, lady fern, bracken fern) | ☒ Wet site shrubs (e.g. highbush blueberry, maleberry, winterberry, mountain holly) |
| ☒ Moist site ferns (e.g. sensitive fern, cinnamon fern, interrupted fern, New York fern) | ☐ Wet site graminoids (e.g. blue-joint grass, tussock sedge, cattail, bulrushes) |
| ☐ Moist site vasculars (e.g. skunk cabbage, jewelweed, blue flag iris, swamp candle) | ☐ Aquatic vascular spp. (e.g. pickerelweed, arrowhead) |
| ☒ Sphagnum moss (anchored or suspended) | ☐ Floating or submerged aquatics (e.g. water lily, water shield, pond weed, bladderwort) |
| | ☐ No vegetation in pool |

■ Faunal indicators (check all that apply):

- ☐ Fish ☐ Bullfrog or Green Frog tadpoles ☒ Other: Wood frog

iii. Inlet/Outlet Flow Permanency

Type of inlet or outlet (a seasonal or permanent channel providing water flowing into or out of the pool):

- ☐ No inlet or outlet ☐ Permanent inlet or outlet (channel with well-defined banks and permanent flow)
☒ Intermittent inlet or outlet ☐ Other or Unknown (explain): _____



Maine State Vernal Pool Assessment Form



6. VERNAL POOL INDICATOR INFORMATION

a. Indicator survey dates: 4/15/2025; 5/2/2025

b. Indicator abundance criteria and pool survey effort

- Is pool depression bisected by 2 ownerships (straddler pool)? ☐ Yes ☒ No
- Was the entire pool surveyed for egg masses? ☒ Yes ☐ No; what % of entire pool surveyed? 100
- For each indicator species, indicate the exact number of egg masses, confidence level for species determination, and egg mass maturity. Separate cells are provided for separate survey dates.

INDICATOR SPECIES	Egg Masses (or adult Fairy Shrimp)						Tadpoles/Larvae ⁴					
	Visit #1	Visit #2	Visit #3	Confidence Level ¹		Egg Mass Maturity ²		Observed		Confidence Level ¹		
Wood Frog	5	7		3	3	F/M	A/H	0	1		3	
Spotted Salamander	37	38		3	3	F/M	A/H	0				
Blue-spotted Salamander	0	0						0				
Fairy Shrimp ³	0	0										

1-Confidence level: 1 = <60%, 2 = 60-95%, 3 = >95%

2-Egg mass maturity: F= Fresh (<24 hrs), M= Mature (round embryos), A= Advanced (loose matrix, curved embryos), H= Hatched or Hatching

3-Fairy shrimp: X = present

4-Tadpoles/larvae: X = present

c. Rarity criteria

- Note any rare species associated with vernal pools. Observations should be accompanied by photographs.

SPECIES	Method of Verification*			CL**	SPECIES	Method of Verification*			CL**
	P	H	S			P	H	S	
Blanding's Turtle	☐	☐	☐		Wood Turtle	☐	☐	☐	
Spotted Turtle	☐	☐	☐		Ribbon Snake	☐	☐	☐	
Ringed Boghaunter	☐	☐	☐		Other:	☐	☐	☐	

*Method of verification: P = Photographed, H = Handled, S = Seen

**CL - Confidence level in species determination: 1= <60%, 2= 60-95%, 3= >95%

d. Optional observer recommendation:

- ☐ SVP ☐ Potential SVP ☒ Non Significant VP ☐ Indicator Breeding Area

e. General vernal pool comments and/or observations of other wildlife:

Naturalized pool in excavation within a forested wetland. Large woody debris and ample shade provide high-quality habitat for amphibians in this area. Permanent hydrology.

Send completed form and supporting documentation to: VernalPool.MDIFW@maine.gov

NOTE: Digital submissions are preferred but if not possible, please mail to: Maine Department of Inland Fisheries and Wildlife
Attn: Vernal Pools
106 Hogan Road, Suite 1
Bangor, ME 04401

For MDIFW use only

Reviewed by MDIFW Date: Initials:

This pool is: ☐ Significant ☐ Potentially Significant but lacking critical data ☐ Not Significant due to: ☐ does not meet biological criteria. ☐ does not meet MDEP vernal pool criteria.

Comments:

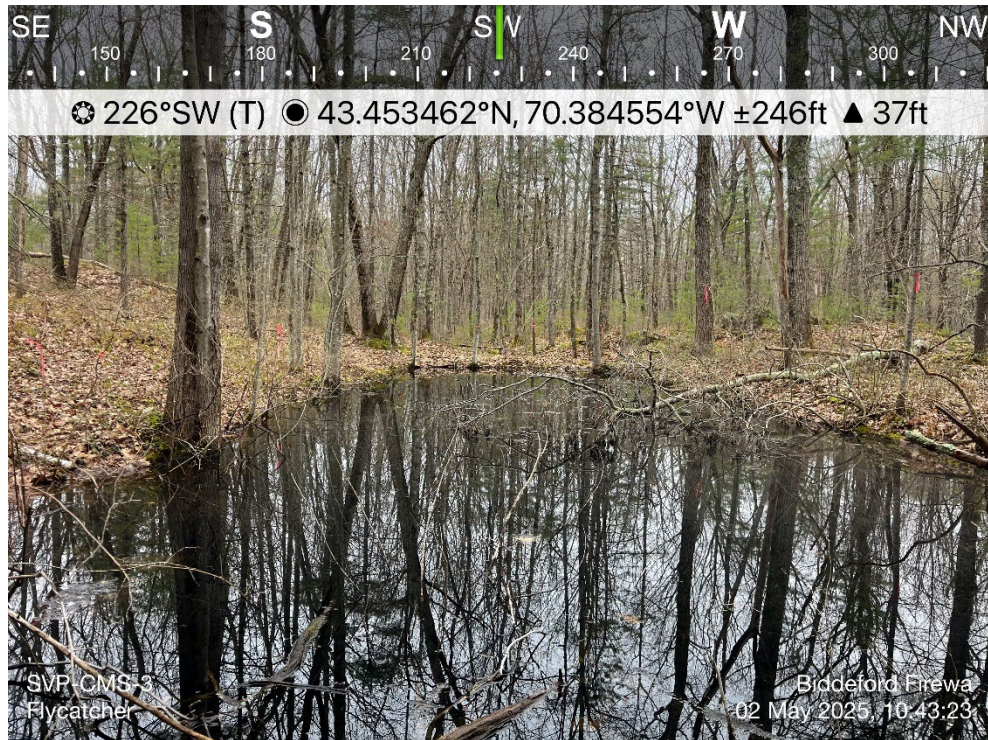
Vernal Pool VP-CMS-3 Representative Photos



VP-CMS-3 looking south
April 15, 2025



VP-CMS-3 looking east
April 15, 2025



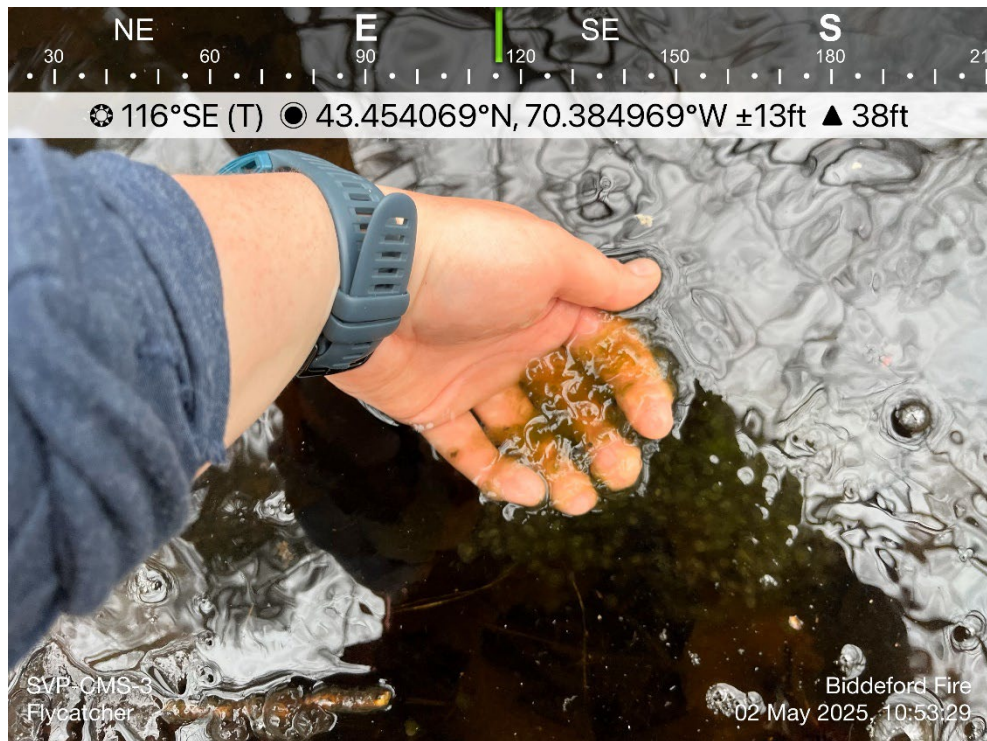
VP-CMS-3 looking southwest
May 2, 2025



VP-CMS-3 wood frog egg mass
April 15, 2025



VP-CMS-3 spotted salamander egg mass
April 15, 2025



VP-CMS-3 hatched wood frog egg mass
May 2, 2025



VP-CMS-3 spotted salamander egg mass
May 2, 2025



Maine State Vernal Pool Assessment Form



INSTRUCTIONS:

- Complete all 3 pages of form thoroughly. Most fields are required for pool registration.
- Clear photographs of a) the pool AND b) the indicators (one example of each species egg mass) are required for all observers.

Observer's Pool ID: SVP-CMS-4

MDIFW Pool ID: _____

1. PRIMARY OBSERVER INFORMATION

- a. Observer name: Cortney Stevenson-Flycatcher
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☒ Yes

2. PROJECT CONTACT INFORMATION

- a. Contact name: ☐ same as observer ☒ other Jessie Hutchinson
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☒ Yes
- c. Project Name: Biddeford Fire

3. LANDOWNER CONTACT INFORMATION

- a. Are you the landowner? ☐ Yes ☒ No If no, was landowner permission obtained for survey? ☒ Yes ☐ No
- b. Landowner's contact information (required)
- Name: University of New England Phone: (207) 602-2253 E-mail: athibeault@une.edu
- Street Address: 11 Hills Beach Road City: Biddeford State: ME Zip: 04005
- c. ☐ Large Projects: check if separate project landowner data file submitted

The Maine Department of Environmental Protection will e-mail official status letters to the project contact and landowner. Please check these data for completeness and accuracy to prevent delay in mailings. E-mail is the preferred method of notification; please provide e-mail addresses for the project contact and the landowner when available.

4. VERNAL POOL LOCATION INFORMATION

a. Location Township: Biddeford

Brief site directions to the pool (using mapped landmarks):

From the intersection of Hills Beach Rd and Old Pool Rd, head south on Old Pool Rd for 0.17 miles before walking 650ft southwest in the woods to the pool.

b. Mapping Requirements

i. USGS topographic map OR aerial photograph with pool clearly marked.

ii. GPS location of vernal pool (use Datum NAD83 / WGS84)

Longitude/Easting: -70.386125 Latitude/Northing: 43.453943

Coordinate system: NAD 83

Check one: ☐ GIS shapefile

- send to VernalPool.MDIFW@maine.gov; observer has reviewed shape accuracy

☒ (Best) The pool perimeter is delineated by multiple GPS points. (Excellent)

- Include map or spreadsheet with coordinates.

☐ The above GPS point is at the center of the pool. (Good)



Maine State Vernal Pool Assessment Form



5. VERNAL POOL HABITAT INFORMATION

a. Habitat survey date (only if different from indicator survey dates on page 3): _____

b. Wetland habitat characterization

■ Choose the best descriptor for the landscape setting:

- ☐ Isolated depression ☒ Pool associated with larger wetland complex
☐ Floodplain depression ☐ Other: _____

■ Check all wetland types that best apply to this pool:

- | | | | |
|--|---|--|--|
| ☒ Forested swamp | ☐ Wet meadow | ☐ Slow stream | ☐ Dug pond or borrow pit |
| ☐ Shrub swamp | ☐ Lake or pond cove | ☐ Floodplain | |
| ☐ Peatland (fen or bog) | ☐ Abandoned beaver flowage | ☐ Mostly unvegetated pool | ☐ Roadside ditch |
| ☐ Emergent marsh | ☐ Active beaver flowage | ☐ ATV or skidder rut | ☒ Other: <u>Historic ditch</u> |

c. Vernal pool status under the Natural Resources Protection Act (NRPA)

i. Pool Origin: ☐ Natural ☒ Natural-Modified ☐ Unnatural ☐ Unknown

If modified, unnatural or unknown, describe any modern or historic human impacts to the pool (**required**):

Natural pit and mound forested swamp with a historic ditch. Pool extends beyond ditched area indicating natural depression with modification.

ii. Pool Hydrology

■ Select the pool's estimated hydroperiod AND provide rationale in box (**required**):

- ☐ Permanent ☐ Semi-permanent (drying partially in all years and completely in drought years) ☒ Ephemeral (drying out completely in most years) ☐ Unknown

Explain:

Pit and mound topo with vegetation on mounds and standing water in basins. Water about 1.5' in most places.

■ Maximum depth at survey: ☐ 0-12" (0-1 ft.) ☒ 12-36" (1-3 ft.) ☐ 36-60" (3-5 ft.) ☐ >60" (>5 ft.)

■ Approximate size of pool (at spring highwater): Width: 40 ☐ m ☒ ft Length: 200 ☐ m ☒ ft

■ Predominate substrate in order of increasing hydroperiod:

- | | |
|---|---|
| ☐ Mineral soil (bare, leaf-litter bottom, or upland mosses present) | ☐ Organic matter (peat/muck) shallow or restricted to deepest portion |
| ☐ Mineral soil (sphagnum moss present) | ☒ Organic matter (peat/muck) deep and widespread |

■ Pool vegetation indicators in order of increasing hydroperiod (check all that apply):

- | | |
|--|---|
| ☐ Terrestrial nonvascular spp. (e.g. haircap moss, lycopodium spp.) | ☒ Wet site ferns (e.g. royal fern, marsh fern) |
| ☐ Dry site ferns (e.g. spinulose wood fern, lady fern, bracken fern) | ☒ Wet site shrubs (e.g. highbush blueberry, maleberry, winterberry, mountain holly) |
| ☒ Moist site ferns (e.g. sensitive fern, cinnamon fern, interrupted fern, New York fern) | ☒ Wet site graminoids (e.g. blue-joint grass, tussock sedge, cattail, bulrushes) |
| ☐ Moist site vasculars (e.g. skunk cabbage, jewelweed, blue flag iris, swamp candle) | ☐ Aquatic vascular spp. (e.g. pickerelweed, arrowhead) |
| ☒ Sphagnum moss (anchored or suspended) | ☐ Floating or submerged aquatics (e.g. water lily, water shield, pond weed, bladderwort) |
| | ☐ No vegetation in pool |

■ Faunal indicators (check all that apply):

- ☐ Fish ☐ Bullfrog or Green Frog tadpoles ☒ Other: Green frog

iii. Inlet/Outlet Flow Permanency

Type of inlet or outlet (a seasonal or permanent channel providing water flowing into or out of the pool):

- ☐ No inlet or outlet ☐ Permanent inlet or outlet (channel with well-defined banks and permanent flow)
☒ Intermittent inlet or outlet ☐ Other or Unknown (explain): _____



Maine State Vernal Pool Assessment Form



6. VERNAL POOL INDICATOR INFORMATION

a. Indicator survey dates: 4/15/2025; 5/2/2025

b. Indicator abundance criteria and pool survey effort

- Is pool depression bisected by 2 ownerships (straddler pool)? ☐ Yes ☒ No
- Was the entire pool surveyed for egg masses? ☒ Yes ☐ No; what % of entire pool surveyed? 100
- For each indicator species, indicate the exact number of egg masses, confidence level for species determination, and egg mass maturity. Separate cells are provided for separate survey dates.

INDICATOR SPECIES	Egg Masses (or adult Fairy Shrimp)									Tadpoles/Larvae ⁴					
	Visit #1	Visit #2	Visit #3	Confidence Level ¹			Egg Mass Maturity ²			Observed			Confidence Level ¹		
Wood Frog	3	0								0					
Spotted Salamander	22	23		3	3		F/M	M/A		0					
Blue-spotted Salamander	0	0								0					
Fairy Shrimp ³	0	0													

1-Confidence level: 1 = <60%, 2 = 60-95%, 3 = >95%

2-Egg mass maturity: F= Fresh (<24 hrs), M= Mature (round embryos), A= Advanced (loose matrix, curved embryos), H= Hatched or Hatching

3-Fairy shrimp: X = present

4-Tadpoles/larvae: X = present

c. Rarity criteria

- Note any rare species associated with vernal pools. Observations should be accompanied by photographs.

SPECIES	Method of Verification*			CL**	SPECIES	Method of Verification*			CL**
	P	H	S			P	H	S	
Blanding's Turtle	☐	☐	☐		Wood Turtle	☐	☐	☐	
Spotted Turtle	☐	☐	☐		Ribbon Snake	☐	☐	☐	
Ringed Boghaunter	☐	☐	☐		Other:	☐	☐	☐	

*Method of verification: P = Photographed, H = Handled, S = Seen

**CL - Confidence level in species determination: 1= <60%, 2= 60-95%, 3= >95%

d. Optional observer recommendation:

☒ SVP ☐ Potential SVP ☐ Non Significant VP ☐ Indicator Breeding Area

e. General vernal pool comments and/or observations of other wildlife:

Extensive pit and mound complex with expansive surface water and a historic ditch.

Send completed form and supporting documentation to: VernalPool.MDIFW@maine.gov

NOTE: Digital submissions are preferred but if not possible, please mail to: Maine Department of Inland Fisheries and Wildlife
Attn: Vernal Pools
106 Hogan Road, Suite 1
Bangor, ME 04401

For MDIFW use only

Reviewed by MDIFW Date: Initials:

This pool is: ☐ Significant ☐ Potentially Significant but lacking critical data ☐ Not Significant due to: ☐ does not meet biological criteria. ☐ does not meet MDEP vernal pool criteria.

Comments:

Vernal Pool SVP-CMS-4 Representative Photos



SVP-CMS-4 looking north
April 15, 2025



SVP-CMS-4 looking north
April 15, 2025



SVP-CMS-4 looking north
May 2, 2025



SVP-CMS-4 looking north
May 2, 2025



SVP-CMS-4 spotted salamander egg mass
April 15, 2025



Maine State Vernal Pool Assessment Form



INSTRUCTIONS:

- Complete all 3 pages of form thoroughly. Most fields are required for pool registration.
- Clear photographs of a) the pool AND b) the indicators (one example of each species egg mass) are required for all observers.

Observer's Pool ID: SVP-CMS-5

MDIFW Pool ID: _____

1. PRIMARY OBSERVER INFORMATION

- a. Observer name: Cortney Stevenson-Flycatcher
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☒ Yes

2. PROJECT CONTACT INFORMATION

- a. Contact name: ☐ same as observer ☒ other Jessie Hutchinson
- b. Contact and credentials previously provided? ☐ No (submit Addendum 1) ☒ Yes
- c. Project Name: Biddeford Fire

3. LANDOWNER CONTACT INFORMATION

- a. Are you the landowner? ☐ Yes ☒ No If no, was landowner permission obtained for survey? ☒ Yes ☐ No
- b. Landowner's contact information (required)
- Name: University of New England Phone: (207) 602-2253 E-mail: athibeault@une.edu
- Street Address: 11 Hills Beach Road City: Biddeford State: ME Zip: 04005
- c. ☐ Large Projects: check if separate project landowner data file submitted

The Maine Department of Environmental Protection will e-mail official status letters to the project contact and landowner. Please check these data for completeness and accuracy to prevent delay in mailings. E-mail is the preferred method of notification; please provide e-mail addresses for the project contact and the landowner when available.

4. VERNAL POOL LOCATION INFORMATION

a. Location Township: Biddeford

Brief site directions to the pool (using mapped landmarks):

From the intersection of Hills Beach Rd and Old Pool Rd in Biddeford, head south on Old Pool Rd for 0.15 mi before walking 300ft SSW into the woods to the pool.

b. Mapping Requirements

- i. USGS topographic map OR aerial photograph with pool clearly marked.
- ii. **GPS location of vernal pool (use Datum NAD83 / WGS84)**
- Longitude/Easting: -70.385567 Latitude/Northing: 43.454989
- Coordinate system: NAD 83
- Check one: ☒ GIS shapefile
- send to VernalPool.MDIFW@maine.gov; observer has reviewed shape accuracy
 - ☒ (Best) The pool perimeter is delineated by multiple GPS points. (Excellent)
 - Include map or spreadsheet with coordinates.
 - ☐ The above GPS point is at the center of the pool. (Good)



Maine State Vernal Pool Assessment Form



5. VERNAL POOL HABITAT INFORMATION

a. Habitat survey date (only if different from indicator survey dates on page 3): _____

b. Wetland habitat characterization

■ Choose the best descriptor for the landscape setting:

- ☐ Isolated depression
 ☒ Pool associated with larger wetland complex
☐ Floodplain depression
 ☐ Other: _____

■ Check all wetland types that best apply to this pool:

- | | | | |
|--|---|--|---|
| ☒ Forested swamp | ☐ Wet meadow | ☐ Slow stream | ☐ Dug pond or borrow pit |
| ☐ Shrub swamp | ☐ Lake or pond cove | ☐ Floodplain | |
| ☐ Peatland (fen or bog) | ☐ Abandoned beaver flowage | ☐ Mostly unvegetated pool | ☐ Roadside ditch |
| ☐ Emergent marsh | ☐ Active beaver flowage | ☐ ATV or skidder rut | ☐ Other: _____ |

c. Vernal pool status under the Natural Resources Protection Act (NRPA)

i. Pool Origin: ☒ Natural ☐ Natural-Modified ☐ Unnatural ☐ Unknown

If modified, unnatural or unknown, describe any modern or historic human impacts to the pool (**required**):

ii. Pool Hydrology

■ Select the pool's estimated hydroperiod AND provide rationale in box (**required**):

- ☐ Permanent
 ☐ Semi-permanent (drying partially in all years and completely in drought years)
 ☒ Ephemeral (drying out completely in most years)
 ☐ Unknown

Explain:

Pit and mound topo with vegetation on mounds and standing water in basins. Water about 2.5' in most places.

■ Maximum depth at survey: ☐ 0-12" (0-1 ft.) ☒ 12-36" (1-3 ft.) ☐ 36-60" (3-5 ft.) ☐ >60" (>5 ft.)

■ Approximate size of pool (at spring highwater): Width: 75 ☐ m ☒ ft Length: 200 ☐ m ☒ ft

■ Predominate substrate in order of increasing hydroperiod:

- ☐ Mineral soil (bare, leaf-litter bottom, or upland mosses present)
 ☐ Organic matter (peat/muck) shallow or restricted to deepest portion
☐ Mineral soil (sphagnum moss present)
 ☒ Organic matter (peat/muck) deep and widespread

■ Pool vegetation indicators in order of increasing hydroperiod (check all that apply):

- | | |
|--|---|
| ☐ Terrestrial nonvascular spp. (e.g. haircap moss, lycopodium spp.) | ☒ Wet site ferns (e.g. royal fern, marsh fern) |
| ☐ Dry site ferns (e.g. spinulose wood fern, lady fern, bracken fern) | ☒ Wet site shrubs (e.g. highbush blueberry, maleberry, winterberry, mountain holly) |
| ☒ Moist site ferns (e.g. sensitive fern, cinnamon fern, interrupted fern, New York fern) | ☒ Wet site graminoids (e.g. blue-joint grass, tussock sedge, cattail, bulrushes) |
| ☐ Moist site vasculars (e.g. skunk cabbage, jewelweed, blue flag iris, swamp candle) | ☐ Aquatic vascular spp. (e.g. pickerelweed, arrowhead) |
| ☒ Sphagnum moss (anchored or suspended) | ☐ Floating or submerged aquatics (e.g. water lily, water shield, pond weed, bladderwort) |
| | ☐ No vegetation in pool |

■ Faunal indicators (check all that apply):

- ☐ Fish
 ☐ Bullfrog or Green Frog tadpoles
 ☐ Other: _____

iii. Inlet/Outlet Flow Permanency

Type of inlet or outlet (a seasonal or permanent channel providing water flowing into or out of the pool):

- ☐ No inlet or outlet
 ☐ Permanent inlet or outlet (channel with well-defined banks and permanent flow)
☒ Intermittent inlet or outlet
 ☐ Other or Unknown (explain): _____



Maine State Vernal Pool Assessment Form



6. VERNAL POOL INDICATOR INFORMATION

a. Indicator survey dates: 4/15/2025; 5/2/2025

b. Indicator abundance criteria and pool survey effort

- Is pool depression bisected by 2 ownerships (straddler pool)? ☐ Yes ☒ No
- Was the entire pool surveyed for egg masses? ☒ Yes ☐ No; what % of entire pool surveyed? 100
- For each indicator species, indicate the exact number of egg masses, confidence level for species determination, and egg mass maturity. Separate cells are provided for separate survey dates.

INDICATOR SPECIES	Egg Masses (or adult Fairy Shrimp)									Tadpoles/Larvae ⁴					
	Visit #1	Visit #2	Visit #3	Confidence Level ¹			Egg Mass Maturity ²			Observed			Confidence Level ¹		
Wood Frog	36	18		3	3		F/M	A/H		0	X			3	
Spotted Salamander	22	84		3	3		F/M	A/H		0					
Blue-spotted Salamander	0	0								0					
Fairy Shrimp ³	0	0													

1-Confidence level: 1 = <60%, 2 = 60-95%, 3 = >95%

2-Egg mass maturity: F= Fresh (<24 hrs), M= Mature (round embryos), A= Advanced (loose matrix, curved embryos), H= Hatched or Hatching

3-Fairy shrimp: X = present

4-Tadpoles/larvae: X = present

c. Rarity criteria

- Note any rare species associated with vernal pools. Observations should be accompanied by photographs.

SPECIES	Method of Verification*			CL**	SPECIES	Method of Verification*			CL**
	P	H	S			P	H	S	
Blanding's Turtle	☐	☐	☐		Wood Turtle	☐	☐	☐	
Spotted Turtle	☐	☐	☐		Ribbon Snake	☐	☐	☐	
Ringed Boghaunter	☐	☐	☐		Other:	☐	☐	☐	

*Method of verification: P = Photographed, H = Handled, S = Seen

**CL - Confidence level in species determination: 1= <60%, 2= 60-95%, 3= >95%

d. Optional observer recommendation:

☒ SVP ☐ Potential SVP ☐ Non Significant VP ☐ Indicator Breeding Area

e. General vernal pool comments and/or observations of other wildlife:

Natural pool in a forested swamp, large pit and mound complex with expansive surface water.

Send completed form and supporting documentation to: VernalPool.MDIFW@maine.gov

NOTE: Digital submissions are preferred but if not possible, please mail to: Maine Department of Inland Fisheries and Wildlife
Attn: Vernal Pools
106 Hogan Road, Suite 1
Bangor, ME 04401

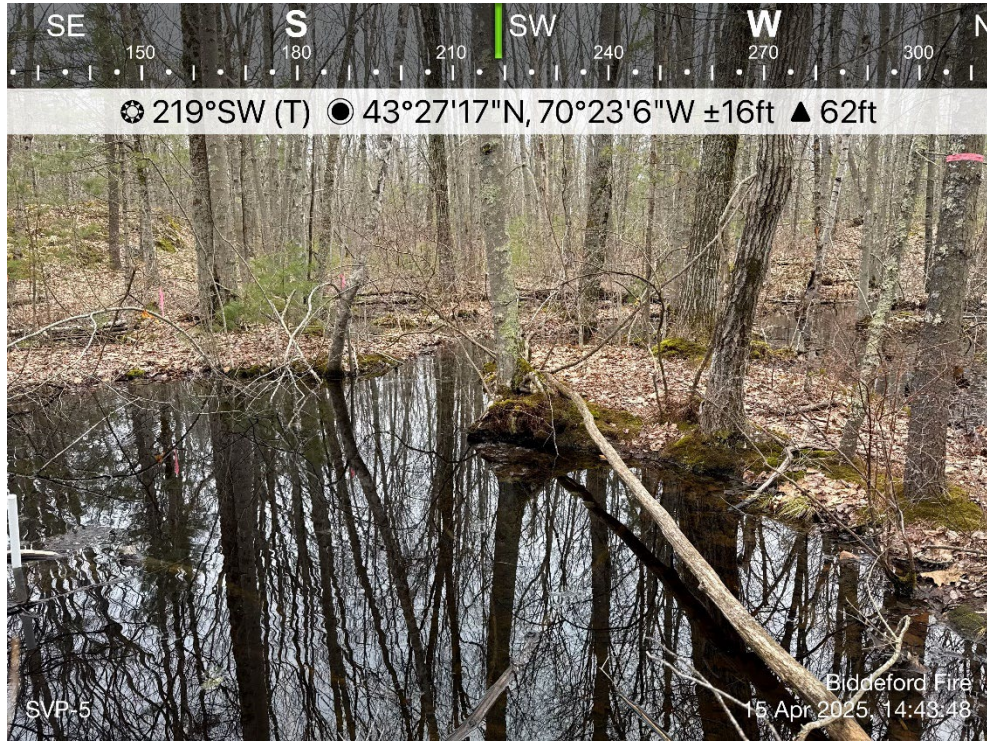
For MDIFW use only

Reviewed by MDIFW Date: Initials:

This pool is: ☐ Significant ☐ Potentially Significant but lacking critical data ☐ Not Significant due to: ☐ does not meet biological criteria. ☐ does not meet MDEP vernal pool criteria.

Comments:

Vernal Pool SVP-CMS-5 Representative Photos



SVP-CMS-5 looking southwest
April 15, 2025



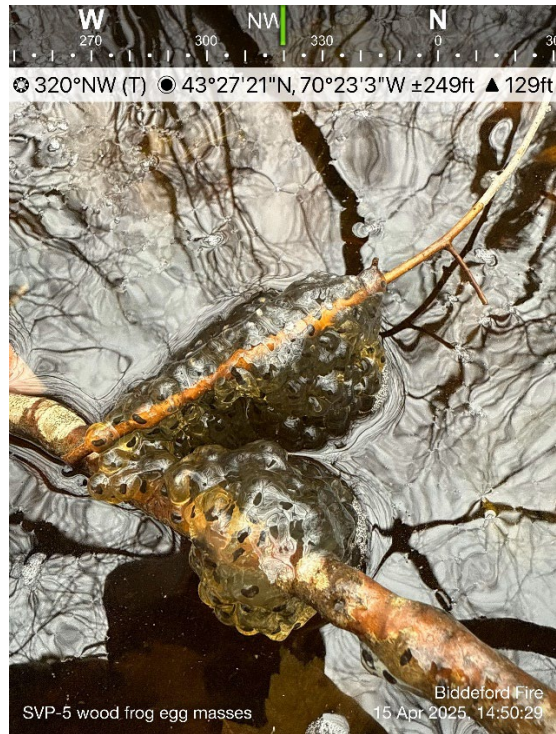
SVP-CMS-5 looking southwest
April 15, 2025



SVP-CMS-5 looking northwest
May 2, 2025



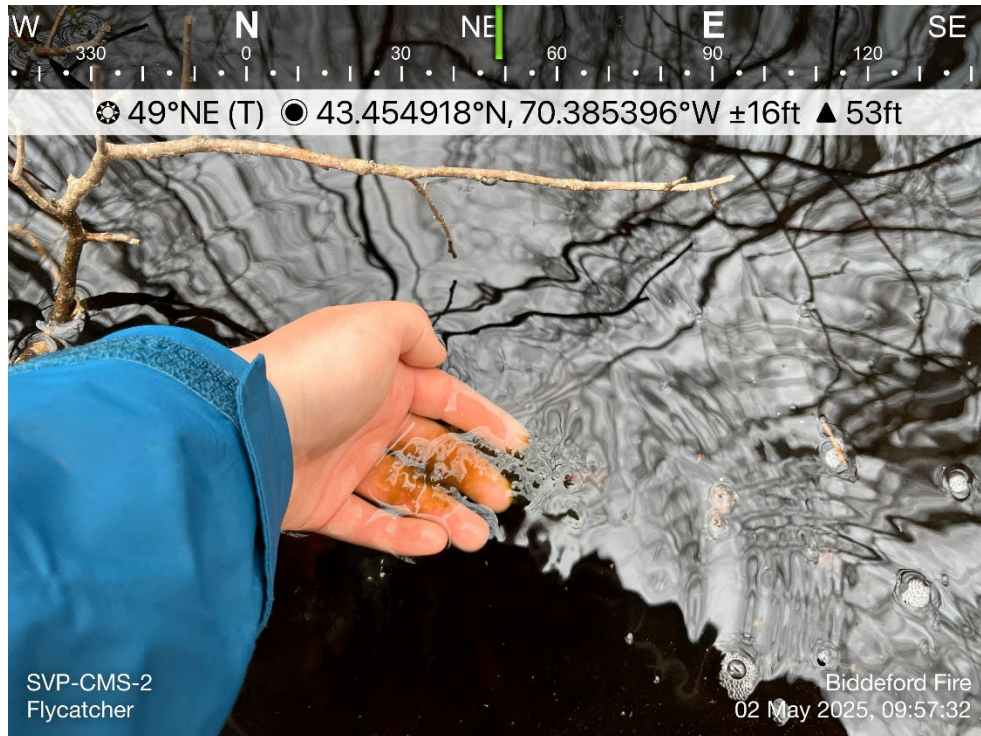
SVP-CMS-5 looking northwest
May 2, 2025



SVP-CMS-5 wood frog egg mass
April 15, 2025



SVP-CMS-5 spotted salamander egg mass
April 15, 2025



SVP-CMS-5 hatched wood frog egg mass
May 2, 2025



SVP-CMS-5 spotted salamander egg mass
May 2, 2025

ATTACHMENT 4

Representative Photographs



Wetland: W-EEG-1; Stream: S-CMS-1 (April 15, 2025)



Stream: S-CMS-2 (April 15, 2025)



Wetland: W-CMS-1; Stream: S-CMS-3 (May 2, 2025)



Stream: S-CMS-4 (April 15, 2025)



Wetland: W-CMS-2; Stream: S-CMS-5 (May 2, 2025)



Stream: S-CMS-6 (May 2, 2025)



Wetland: W-CMS-3 (May 2, 2025)



Wetland: W-CMS-4



Vernal Pool: VP-CMS-1 (April 15, 2025)



Vernal Pool: VP-CMS-2 (April 15, 2025)



Vernal Pool: VP-CMS-3 (April 15, 2025)



Vernal Pool: SVP-CMS-4 (April 15, 2025)



Vernal Pool: SVP-CMS-5(April 15, 2025)

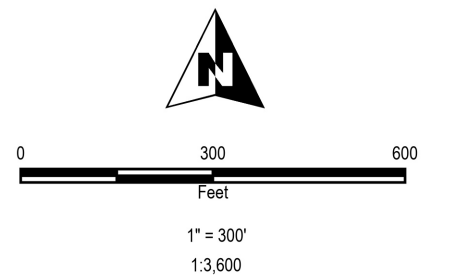


Upland: Biddeford Pluton, granitic bedrock outcrop (May 2, 2025)



Cultural: Historic stone foundation along Old Pool Rd (May 2, 2025)

A topographic map of the area around Stella Maris Convent and Hills Beach. The map shows various features including St. Francis College, Stella Maris Convent, Hills Beach, and Hills Bay. A red rectangle highlights a specific area on the map, which is the focus of the investigation.



 Flycatcher LAND + SCIENCE + PEOPLE	 context ARCHITECTURE
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City of Biddeford



2025.123 IN BOARD OF CITY COUNCIL... September 16, 2025

BE IT ORDERED, that the City Manager be authorized to enter into an agreement with Context Architecture to conduct site-specific due diligence work, known as Phase 1-B, on the #16 Old Pool Road property for the Eastern Fire/EMS Substation in the amount of \$5,800.

BE IT FURTHER ORDERD, that this authorization supersedes the previous authorization under ORDER 2025.35 by adding Phase 1-B to that Order.

BE IT FURTHER ORDERD, that the City Council receive a report at the four stages of the work referenced as Phase 1, Phase 1-B, Phase 2, and Phase 3 and that no subsequent work shall proceed until specific authorization to proceed is issued.

The amount requested is from the Reserve 2024 surplus funds consistent with the original approval, 22003-65000.

September 16, 2025

Motion: Councilor Emhiser

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

Attest by: _____

Robin Patterson, City Clerk

City of Biddford



2025.35 IN BOARD OF CITY COUNCIL..... April 1, 2025

BE IT ORDERED, that the City Manager be authorized to enter into an agreement with Context Architecture to conduct site-specific due diligence work on the #16 Old Pool Road property for the proposed Eastern Fire/EMS Substation in an amount not to exceed \$40,000 in accordance with the Context Architecture proposal dated March 26, 2025.

BE IT FURTHER ORDERED, that this authorization supersedes the previous authorization under ORDER 2024.123 for the same work by removing \$33,500 for the “Additional Civil SD + DD Scope” from that Order.

BE IT FURTHER ORDERED, that the City Council receive a report at three stages of the work referenced as Phase I, Phase II, and Phase II and that no subsequent work shall proceed until specific authorization to proceed is issued.

Note: The amount requested is from the Reserve 2024 surplus funds consistent with the original approval, 22003-65000.

April 1, 2025

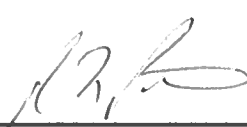
Motion: Councilor Belanger

Second: Councilor Emhiser

Vote: Unanimous in favor.

Motion passed.

Attest by: _____


Robin Patterson, City Clerk

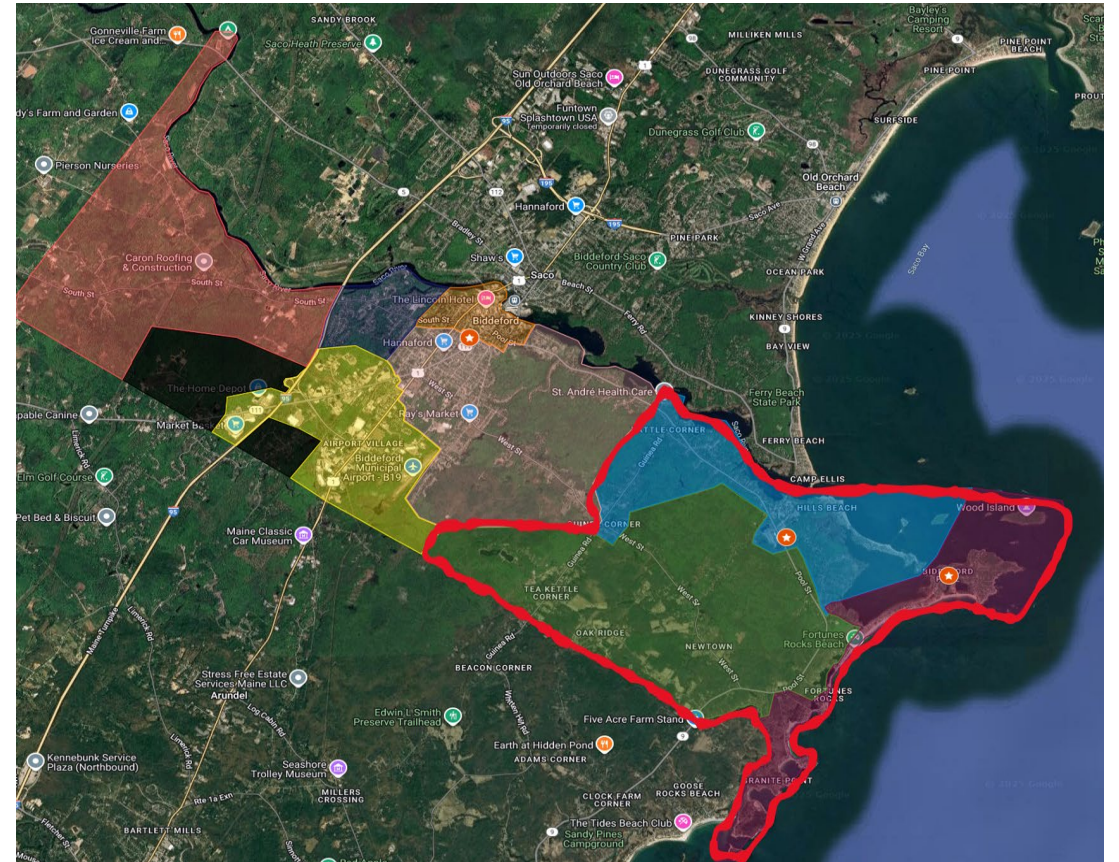


City of Biddeford Fire Department

Proudly Serving Since 1855



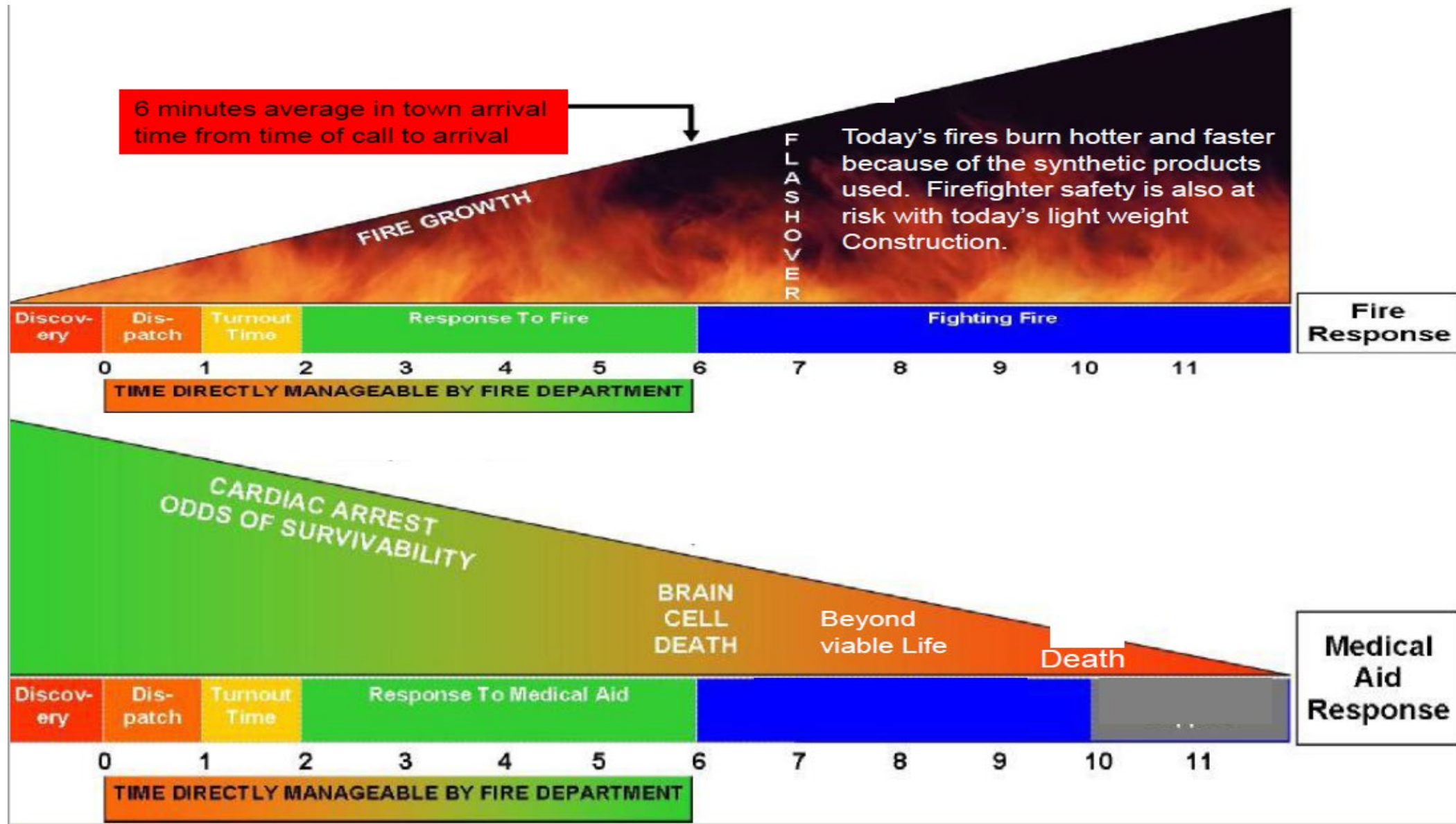
Eastern Fire/EMS Substation Update

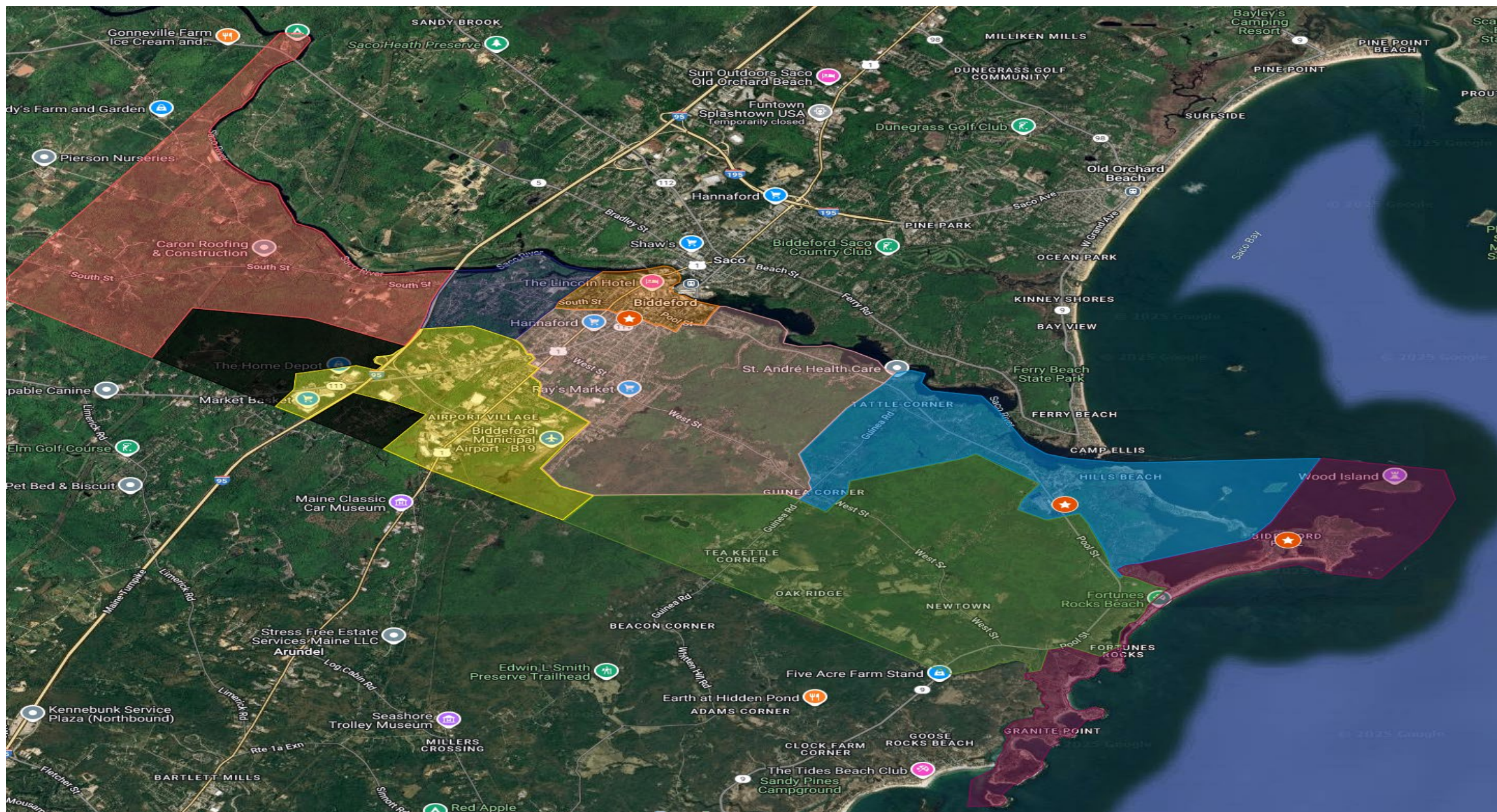


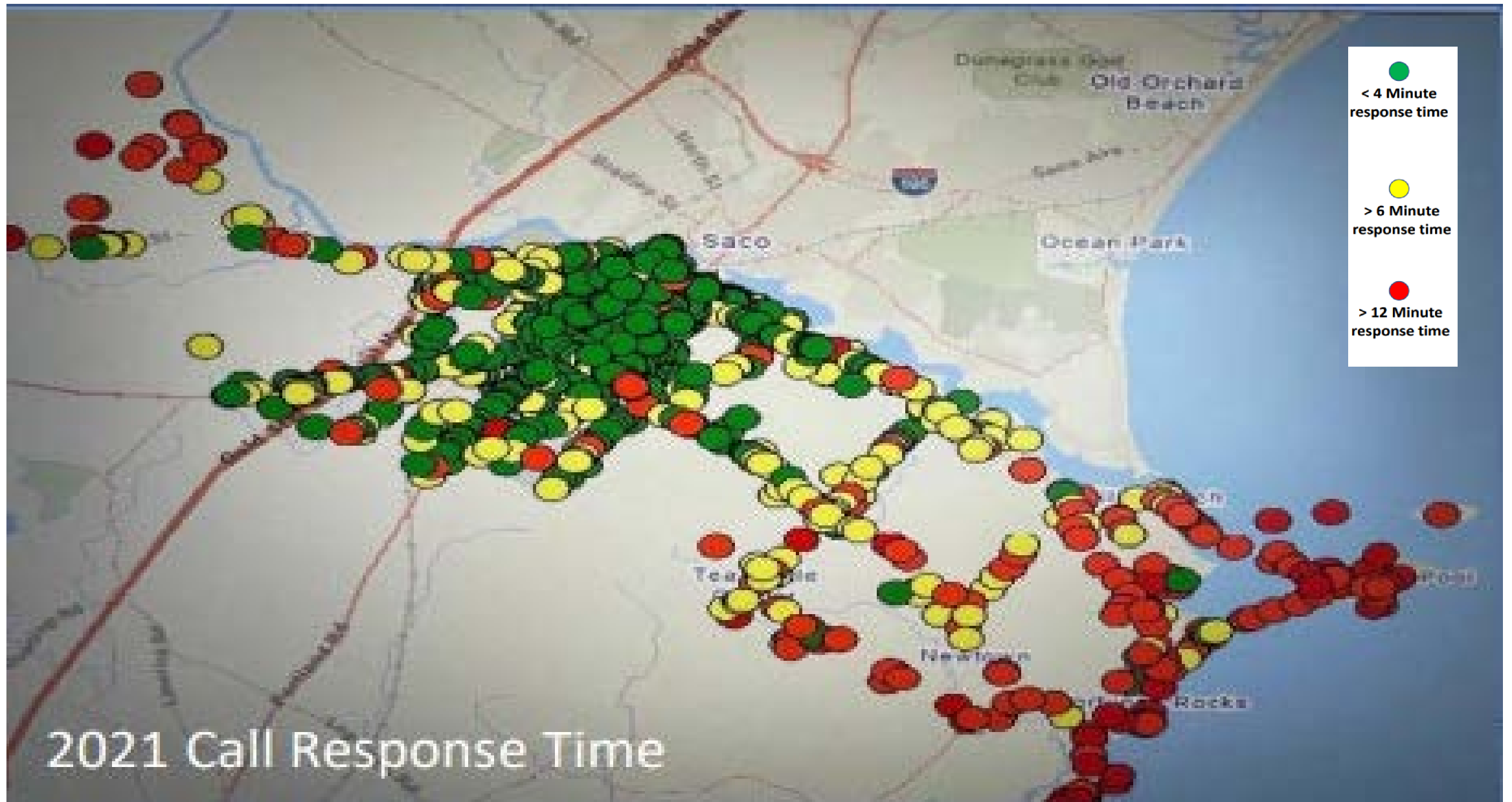
Eastern Fire/EMS Substation Need

- Call response times for Eastern Biddeford showed that there is a significant number of calls with a greater than 6-minute response time.
- Six-minute response times are critical for positive outcomes in both fire and medical emergencies.
- Based on this data, the Committee identified “a strong need for a substation to improve response times to Eastern Biddeford”.
- The recommended location identified by the Committee for the substation would cover about 90-95% of the community with a 6-minute response time.

Discussion on NEED







Eastern Fire/EMS Substation Timeline

- August 16, 2022 –
 - Eastern Fire/EMS Substation Committee Established
 - Order #2022.71
- April 18, 2023 –
 - Council- Final Report to City Council – Councilor Emhiser
- August 1, 2023 –
 - City Council Approved Selections of Architecture for Eastern Fire/EMS Substation
 - Order #2023-92
- April 1, 2025 –
 - City Council Approved Property Due Diligence – Phased Approach – 3 Phases
 - Order # 2025-35
 - Phase 1 Completed April/May 2025 – Update to City Council 09/16/2025
- September 16, 2025 –
 - City Council Approved Due Diligence Modification – Added 1B Phase
 - Order #2025.123
 - Phase 1B Completed November 2025- Update to City Council 12/16/2025

Eastern Fire/EMS Substation – Committee Highlights

- **Equipment**

- The committee recommended one Engine with 1800 gallon capacity and one ambulance be located at the substation. Given the cost benefit, it was agreed that initially using existing engine Squad 28 at the station would be an effective use of equipment.

- **Staffing**

- Initial staffing is recommended to be two per shift, one of which is a paramedic.
- This would require the addition of four new positions, which could be added in stages over the coming budget cycles.
- Ultimately, the ideal staffing recommendation would be a “company” with an Officer and two Privates per shift.

Eastern Fire/EMS Substation – Committee Highlights

- **Additional City Services**

- The Committee determined that the cost benefit of providing additional City services out of the building does not warrant devoting space to these activities.

- **Size and Scope**

- The Committee determined that the size of the station should meet the needs projected for the next 10 years. Potential designs for three sizes of stations were evaluated. For a 6,000 to 7,500 square foot building, the cost would be between \$3 and \$4 million.

- **Final Recommendation and Request for Council**

- The Committee requested that City Council issues an RFP for \$150,000 from previously appropriated funds for initial architectural and engineering design for a Substation. This will allow a firm basis for finalizing the appropriate size and shape and quantifying detailed costs for potential next steps. It will also provide details for potential grant applications.

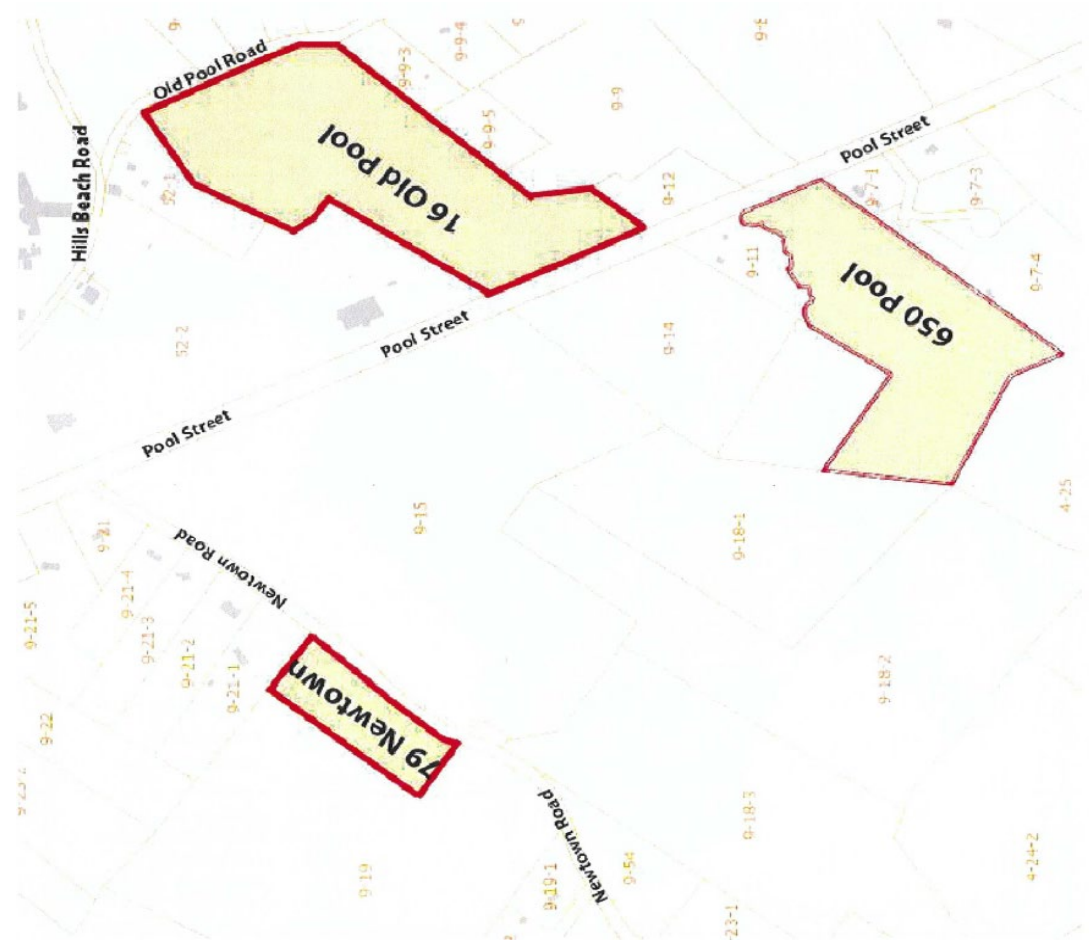
Eastern Fire/EMS Substation – Committee Highlights

- **In general, the subcommittee identified the locations based on:**
 - Closeness to the majority of residential housing units (including UNE dormitories)
 - Access to Pool Street as the main artery for in-town call response
 - Access or potential access to water mains
 - Closeness to UNE for program collaboration
 - Significant enough parcel size to allow for an incremental approach
 - Not within an evacuation zone
- **The subcommittee determined that additional information is required before the locations can be determined as final options:**
 - Basic substation configuration and requirements to determine if parcel sizes are adequate
 - Professional review of each of the three for potential zoning, wetlands, etc. issues
 - Professional review of each of the three for site preparation requirements
 - Feedback from UNE regarding actual availability of a portion of 16 Old Pool Road

Eastern Fire/EMS Substation – Committee Highlights

• Locations Identified- November 2022

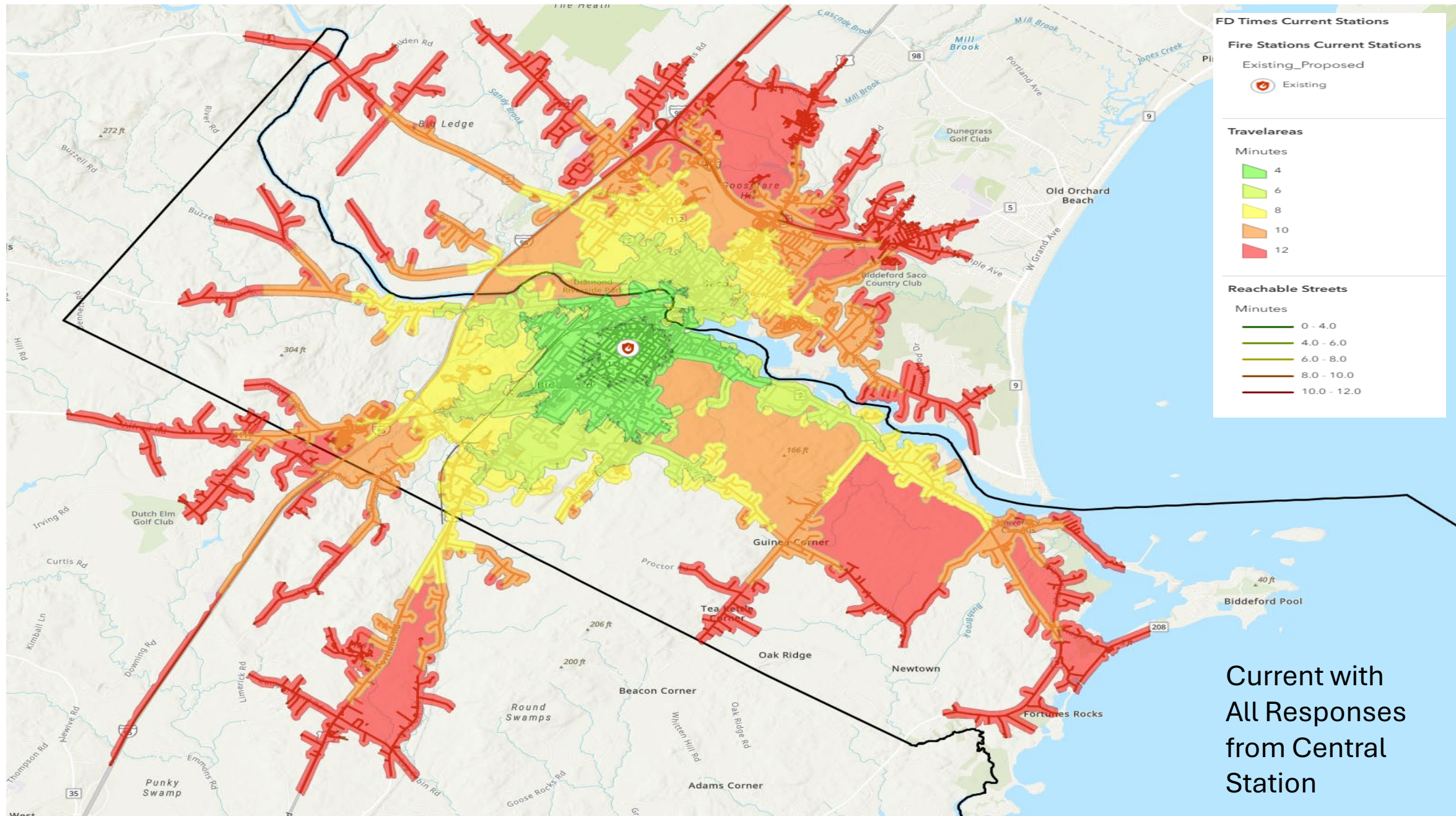
- 79 Newtown Road
- 16 Old Pool Road (frontage on Pool Street near UNE Safety Building)
- 650 Pool Street

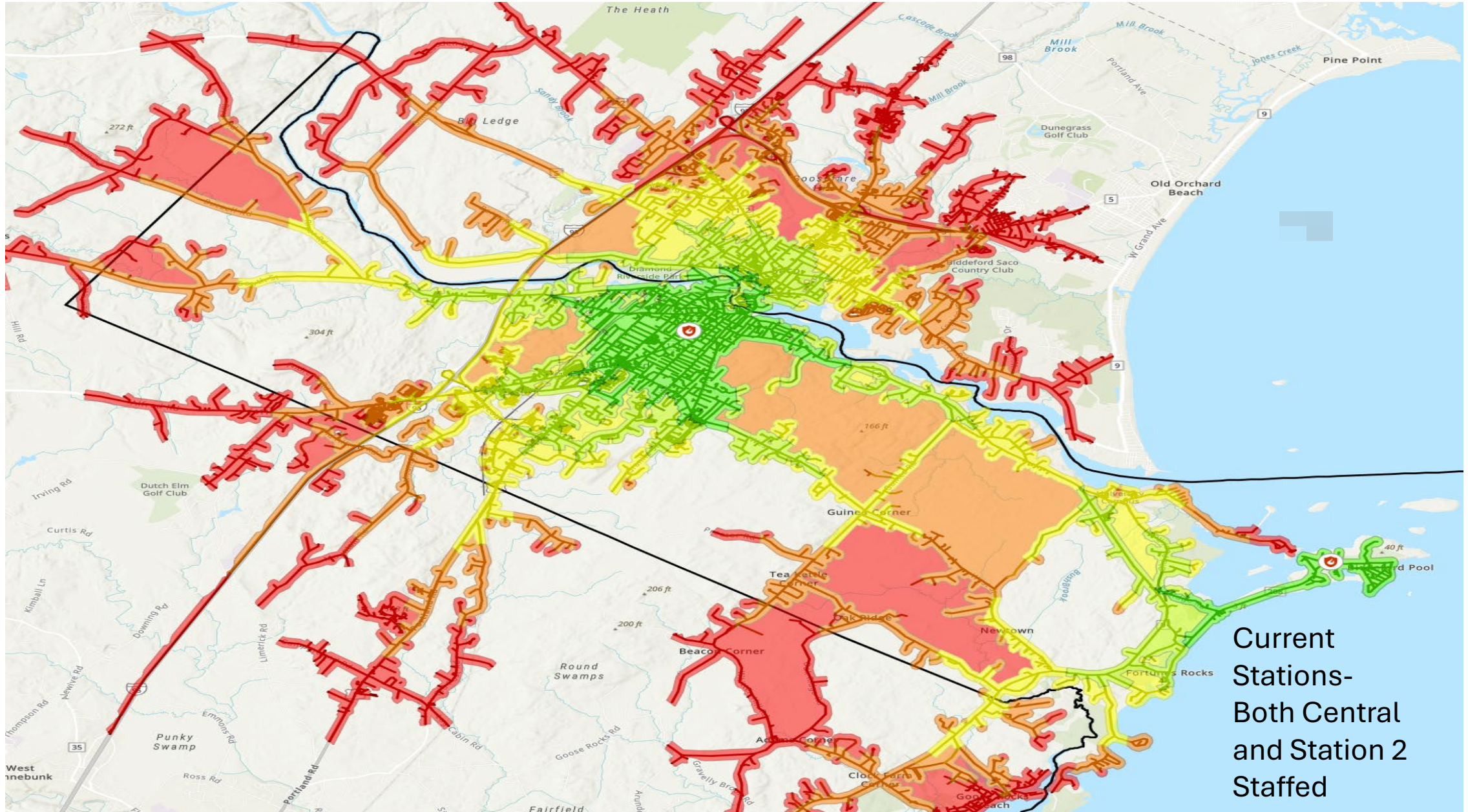


POTENTIAL EASTERN FIRE/EMS SUBSTATION LOCATIONS

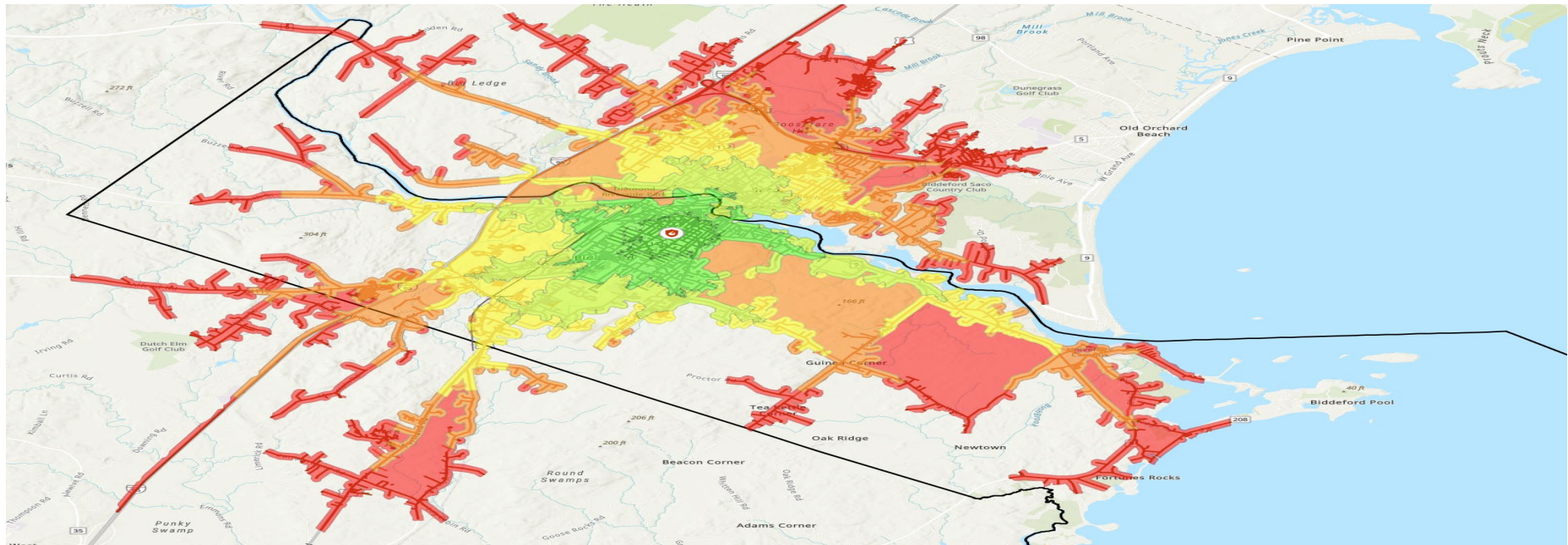
FACTORS	79 Newtown Road	16 Old Pool Road	650 Pool Street
Mblu	9-20	9-13	9-10
Parcel Size	5.0 Acres	30.12 Acres (whole parcel)	7.6 Acres
Current Zoning	Institutional	Institutional	Rural Farm/Coastal Residential
Current Owner	University of New England	University of New England	Stephen A. Foran
Subdivide Required	No	Yes	No
On The Market	Open To Discussions	No	Yes
Current City Assessment	\$68,000	\$289,500 (whole parcel)	\$109,900
Vacant Parcel	Yes	Yes - If subdivided	Yes
Existing Structure(s)	No	No - If subdivided	No
Demolition Required	No	No - If subdivided	No
Municipal Water Supply	Potential	Potential	Unknown
On Main Artery	No	Yes	Yes
In Evacuation Zone	No	No	No
Close To The Univeristy of New England	Yes	Yes	Yes
Google Distance/Time To Timber Point	4.6 miles / 9 minutes	3.7 miles / 8 minutes	3.7 miles / 8 minutes
Google Distance/Time To Fort Hill	2.5 miles / 8 minutes	3.0 miles / 9 minutes	3.0 miles / 9 minutes
Google Distance/Time To South Point	4.2 miles / 10 minutes	3.2 miles / 9 minutes	3.2 miles / 9 minutes
Google Distance/Time To Wildbrook & Guinea Intersection	3.9 miles / 7 minutes	5.5 miles / 9 minutes	5.5 miles / 9 minutes
Google Distance / Time To Area of 31 Scadlock Mill Road	4.0 miles / 6 minutes	3.1 miles 5 minutes	3.1 miles 5 minutes
Google Distance / Time to Central Fire Station	4.7 miles / 9 minutes	5.2 miles / 10 minutes	5.2 miles / 10 minutes

NOTE: Distances and times are based on Google Maps and are only for parcel comparison and do not reflect assumptions for emergency response times





Current
Stations-
Both Central
and Station 2
Staffed



Current with All Responses from Central Station

FD Times Current Stations

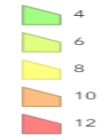
Fire Stations Current Stations

Existing_Proposed

Existing

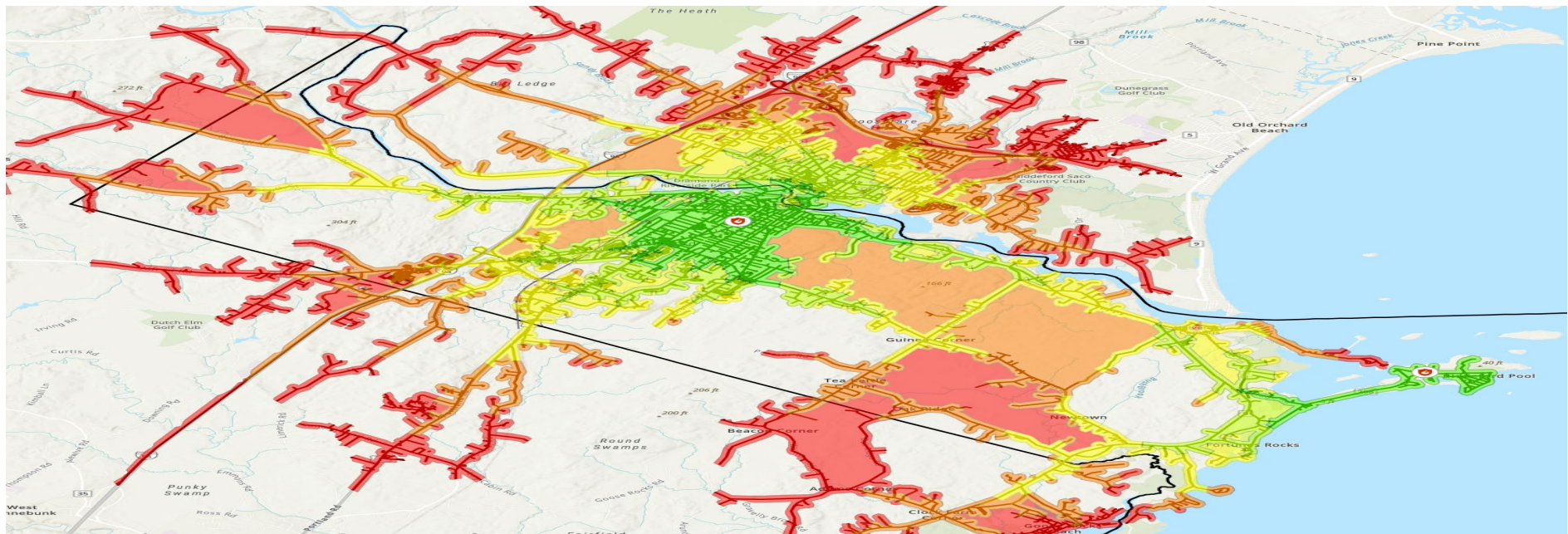
Travelareas

Minutes

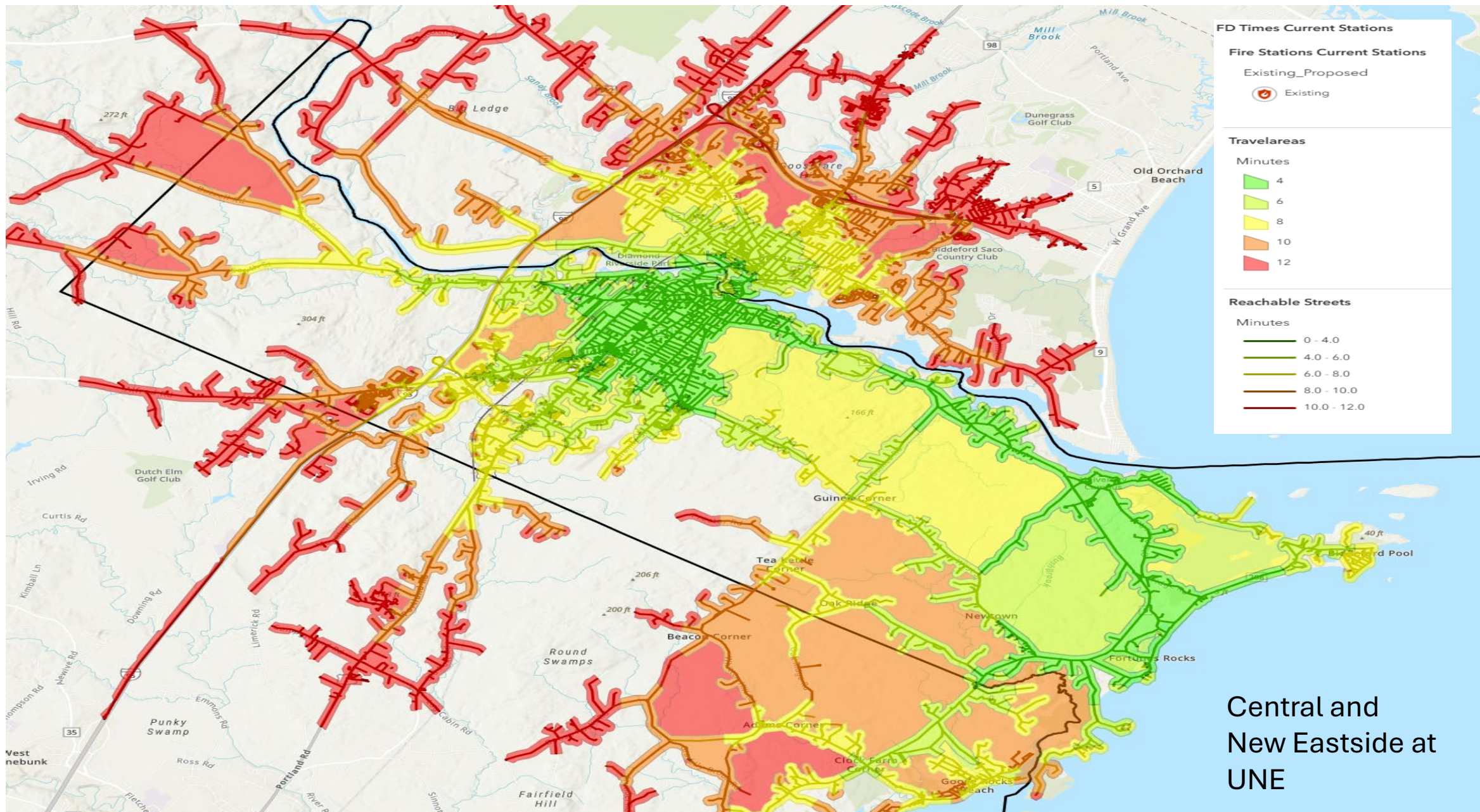


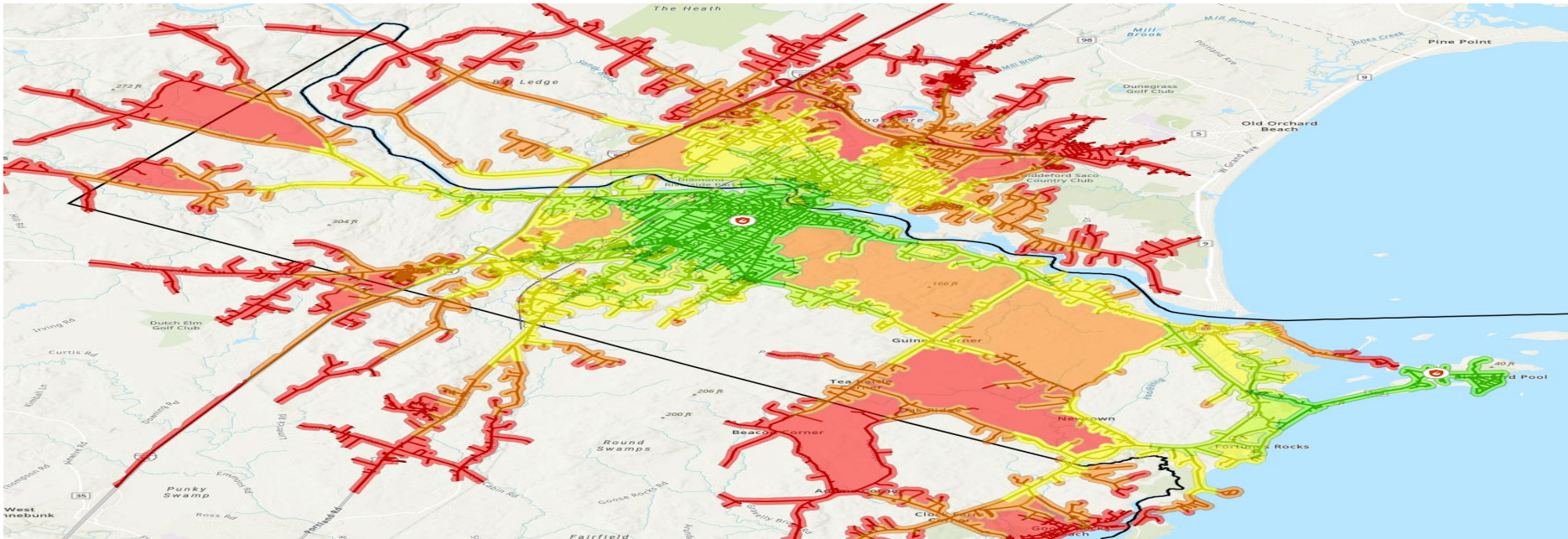
Reachable Streets

Minutes



Current Stations- Both Central and Station 2 Staffed





Current Stations- Both Central and Station 2 Staffed

FD Times Current Stations

Fire Stations Current Stations

Existing_Proposed

Existing

Travelareas

Minutes

4

6

8

10

12

Reachable Streets

Minutes

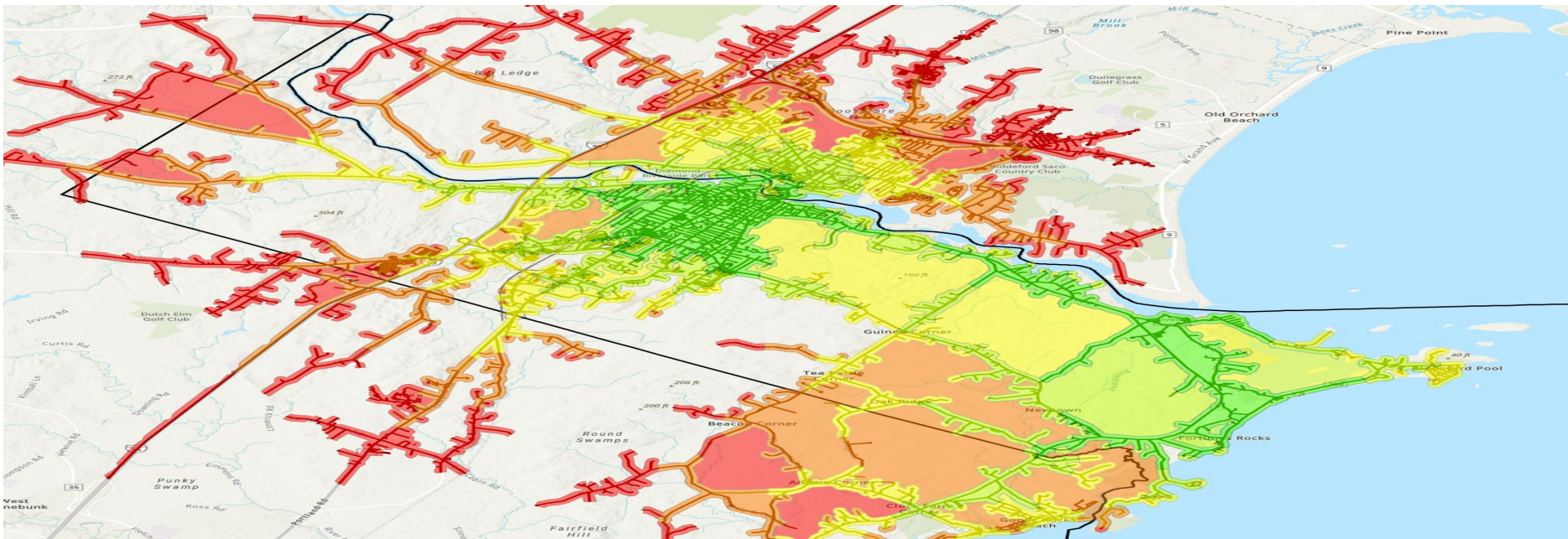
0 - 4.0

4.0 - 6.0

6.0 - 8.0

8.0 - 10.0

10.0 - 12.0



Central and New Eastside at UNE both Staffed

Flycatcher Wetlands and Vernal Pool Assessment



Flycatcher Wetlands and Vernal Pool Assessment





Eastern Biddeford Fire/EMS Substation

Committee Report to City Council

April 18, 2023
Page 143 of 277

Committee Charge From City Council

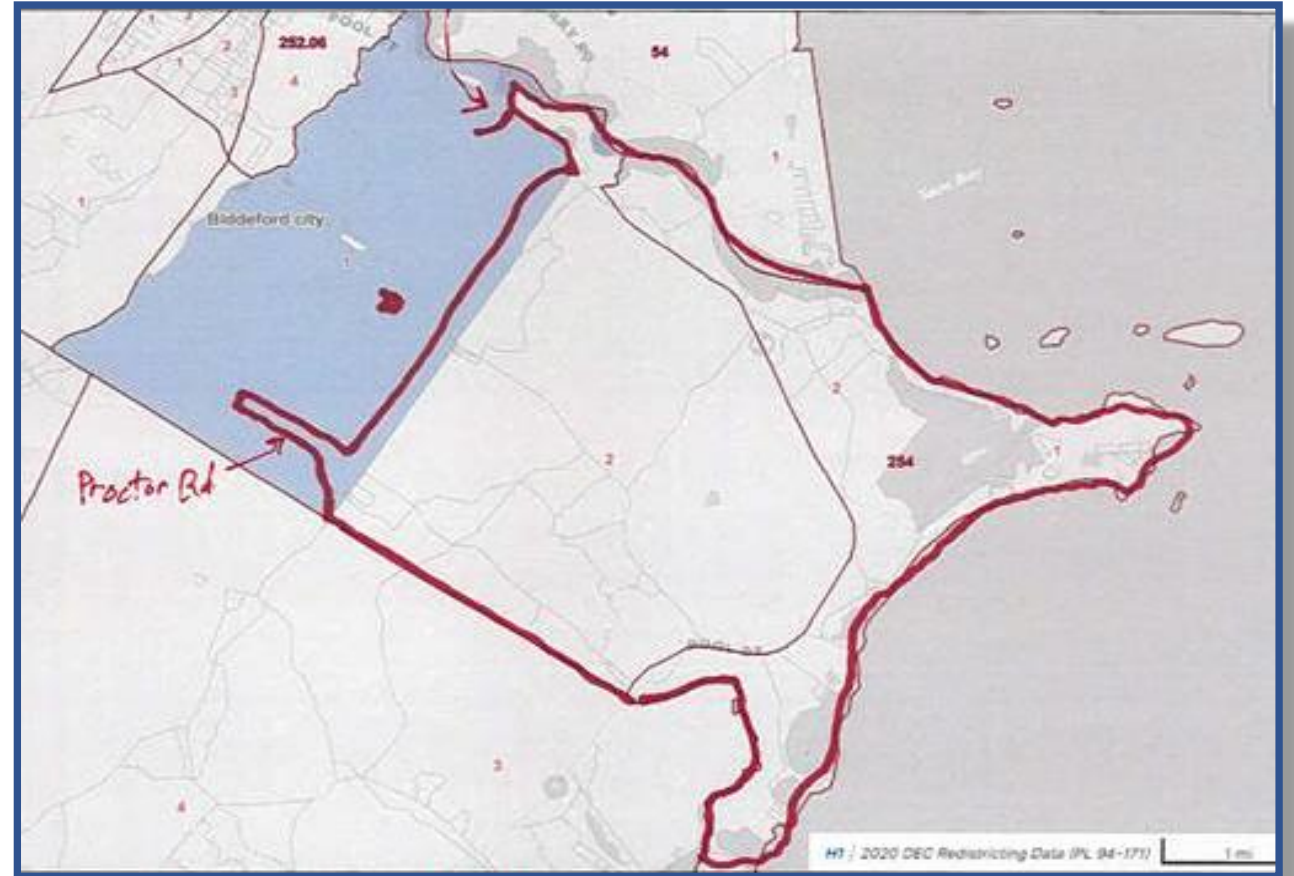
- 1. Is there a need for a Substation?**
- 2. Where would a potential substation be located?**
- 3. What Equipment should be housed at a Substation?**
- 4. What should the Staffing be for a potential substation?**
- 5. Are there any other critical needs of the City that should be housed there?**
- 6. Review the CPSM report in the context of a potential substation.**
- 7. What is the size and shape of a potential substation and the associated capital costs.**

Committee Members:

Bill Emhiser – Chair
Chief Gagne – Staff
Pat Boston – Vice Chair
Peter McPheeters
Paul Labrecque
Jim Emerson
Jeff Greene
Karin Gregory
Mike Swanton
Kyle Noble
Bill Riggs
Dan Boucher

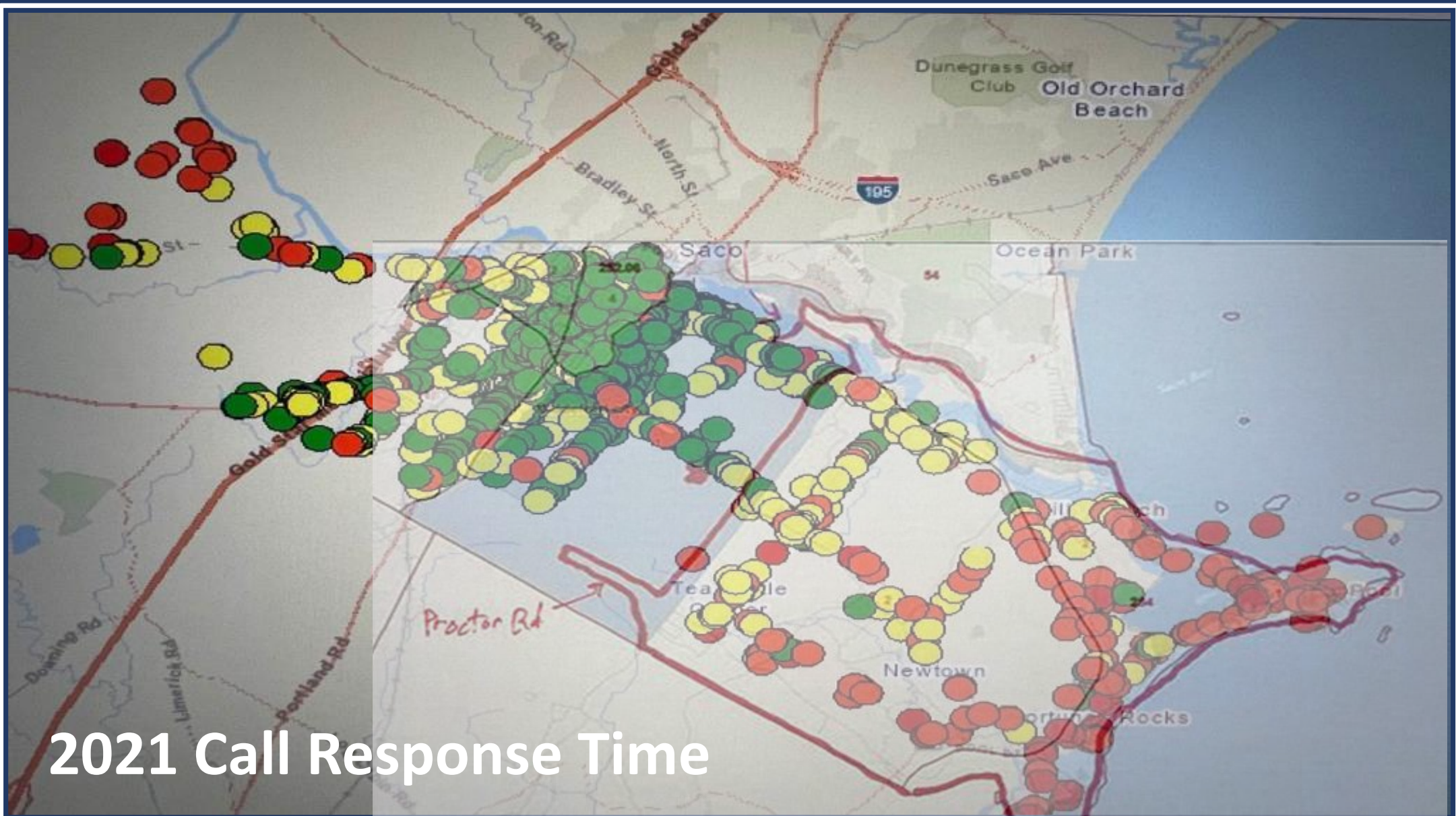
Is There a Need for a Substation?

- There is a population of 4,313 residents in Eastern Biddeford, comprising almost 20% of the City
- Summer residents and coastal visitors dramatically increase this population
- This population is growing and is also aging faster
- Three public beaches are crowded in the summer
- UNE houses 1,500 students and has over 600 Staff
- There are the following structures:
 - 1,888 - Single family homes
 - 84 - Multi unit dwellings
 - 18 - Commercial buildings
 - 26 - UNE buildings and dormitories
 - 5 - Churches, nursing care, and retreat buildings



2020 US Census Map

Is There a need for a Substation?



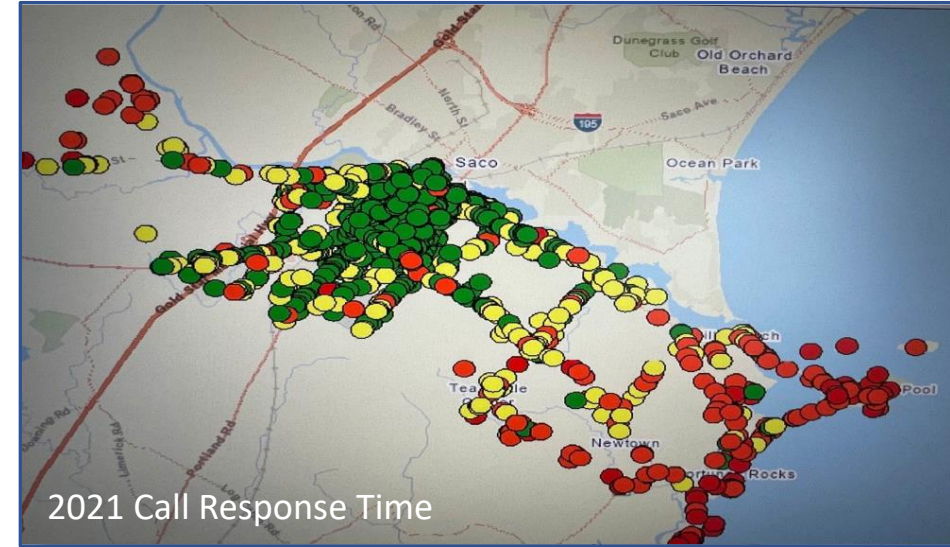

< 4 Minute
response time


> 6 Minute
response time


> 12 Minute
response time

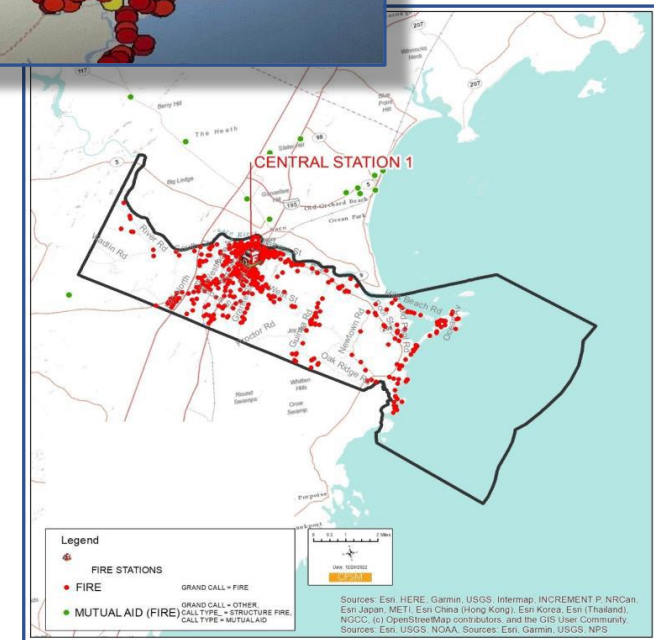
Is There a need for a Substation?

- 6-minute response times are critical for both fire and medical emergency positive outcomes
- The Committee identified *“a strong need for a substation to improve response times to Eastern Biddeford”*
- This conclusion was supported by the CPSM study:



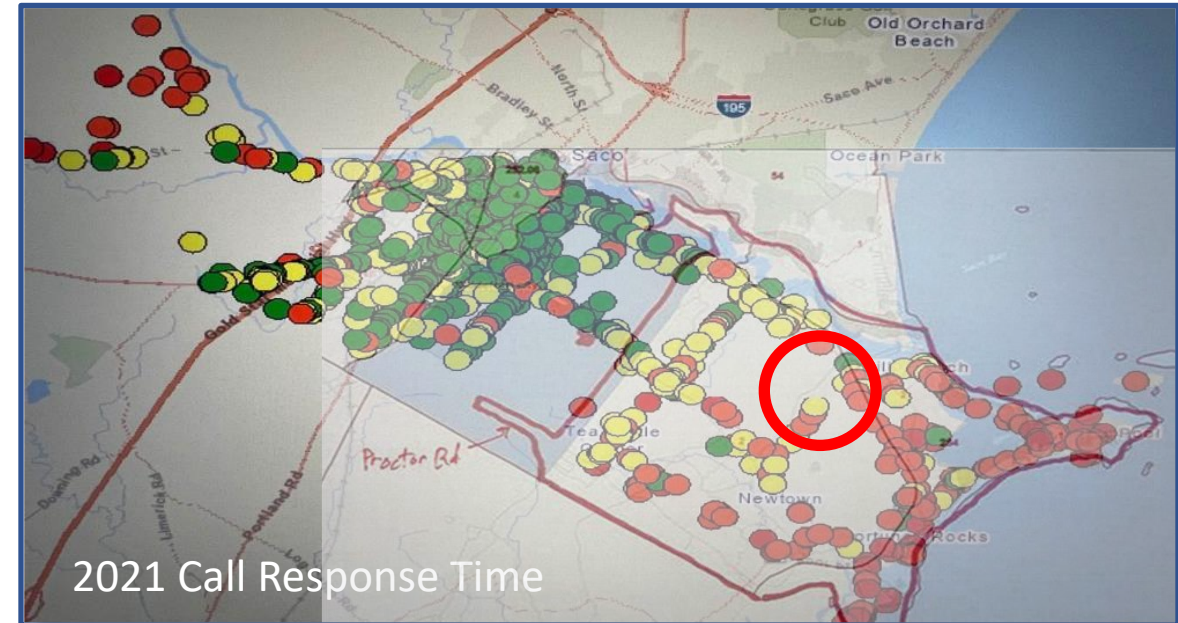
Key Findings-Response Time Performance Recommendations

- CPSM recommends that in the near term, the city continue to plan for a proposed station east of Station 1 to improve response times to the south central, southeast, and coastline built-upon areas of the city.



What Should be the Location for a Substation?

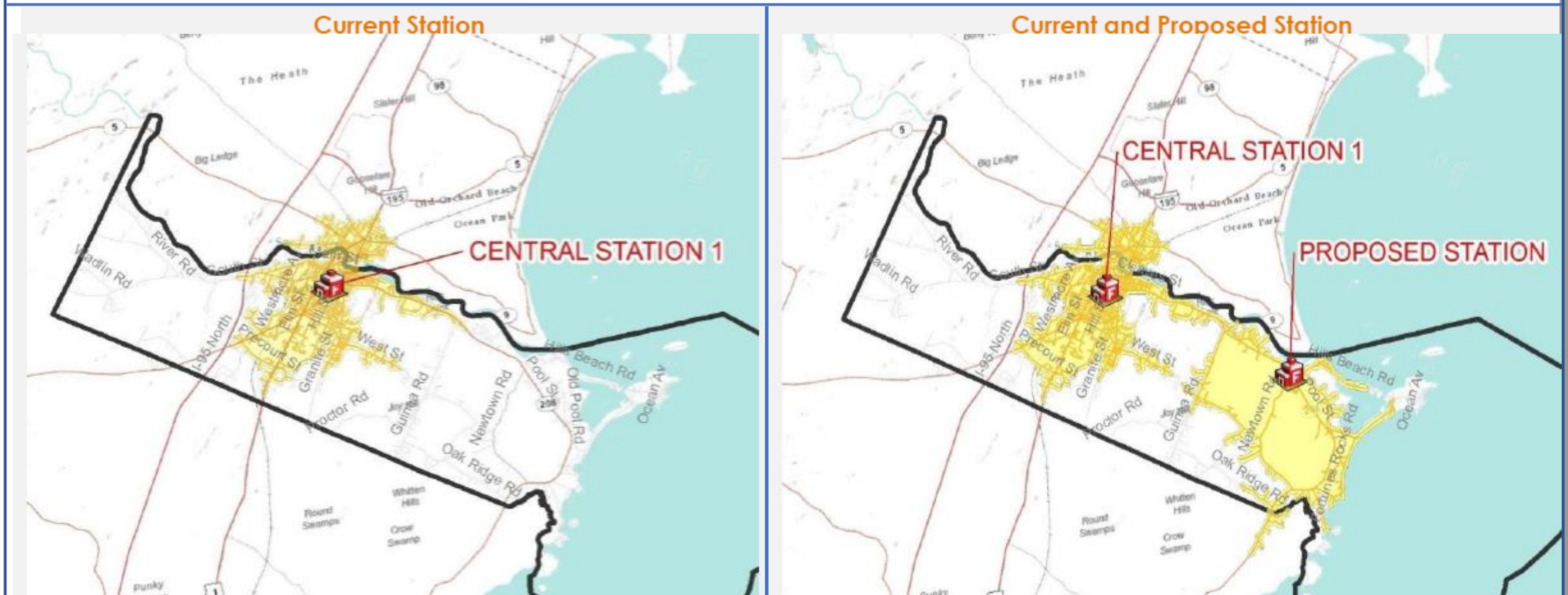
- The Committee reviewed various 6-min. travel times within Eastern Biddeford to and from points as well as back into the city center
- Committee concluded that a substation *“should be located within a one-mile radius of the intersection of Pool Street and Newtown Road”*
- Several potential sites within that range were evaluated with both positives and negatives
- UNE has offered to donate 3 acres of their property at 79 Newtown Road
- Exact site must be determined and assessed for potential environmental and conservation issues



What Should be the Location for a Substation?

- This location was supported by previous BFD internal planning, prior substation initiatives and the CPSM study:

FIGURE 4-14: Current and Proposed Station, 360 Seconds Travel Time



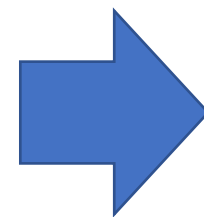
Any Other Critical City Needs Housed at a Substation?

- The Committee reviewed possibilities with the Police Chief and the Director of Public Works
- Both indicated it would be a “nice to have” private office space for their departmental personnel when working in the area
- The Committee also discussed possible public space many substations have that can be utilized by community events
- However, it is the recommendation of the Committee that currently,
“the cost benefit does not warrant devoting space to these activities”



What Equipment Would be Housed at a Substation?

- The Committee reviewed the existing Fire Department equipment
- After detailed discussion, it was concluded that the ideal equipment to be housed at a substation would be:
 - One Engine with 1,800 gal. capacity
 - One Ambulance
- Given the cost benefit it was agreed that *“initially utilizing existing engine Squad 28”* would be an effective use of equipment
 - It would have all necessary EMS equipment
 - EMS Staff must stay on-site with cardiac arrest patient for 20 mins., waiting for transport



Build out future equipment following department CIP and equipment rotation

What Are the Staffing Needs for a Substation?

- After many detailed discussions and evaluation, the committee concluded that in the initial stages with one Engine, substation staffing should be *“two per shift”*
 - One of which is a paramedic
 - This would require the addition of 4 new positions
 - Add these new positions in stages over the coming budget cycles
- It was agreed that the ideal future staffing is a “Company” comprising an Officer and two Privates per shift
 - Future staffing dependent upon budgetary and City-wide call numbers
- To augment staffing in the interim, per-diem staff could be used
- Also, an integrated and robust program with UNE should be developed to provide student staffing



What are the Staffing Needs for a Substation?

- The Committee's *recommendations were supported by the CPSM study:*

CPSM further recommends that staffing this station include one ambulance and one engine, which can be accomplished in the following ways:

Alternative 1: Staff the station with 3 per shift (1 Captain, 2 FF PMs/shift, or 12 total positions). Staff would then cross staff both the engine and ambulance on a first call basis. This could be achieved with 12 new positions, or 4 new positions and the movement of 8 positions (2 per shift) from Station 1, or 8 new positions and the movement of 4 positions (1 per shift) from Station 1. Any combination of the aforementioned can be implemented incrementally following the recommendation of 3 per shift to staff an engine and ambulance when the station opens.



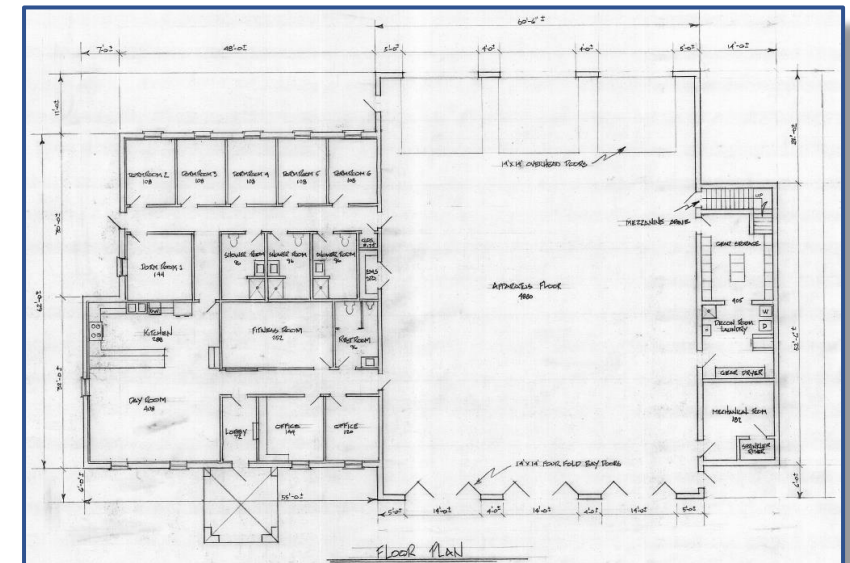
What Is the 'Size and Scope' of a Potential Substation?

- The Committee toured several Portland substations to get some direct knowledge of scope.
- It was agreed that we were not looking for a “Garage-mahal”
- After spirited discussions and evaluations, it was agreed that the size of a substation should at a minimum meet the needs of the next 10 years
- Committee member Paul Labrecque, who has both BFD experience and station design expertise, created three rough designs that the committee evaluated:

➤ 9,500 sq. ft.

➤ 7,300 sq. ft.

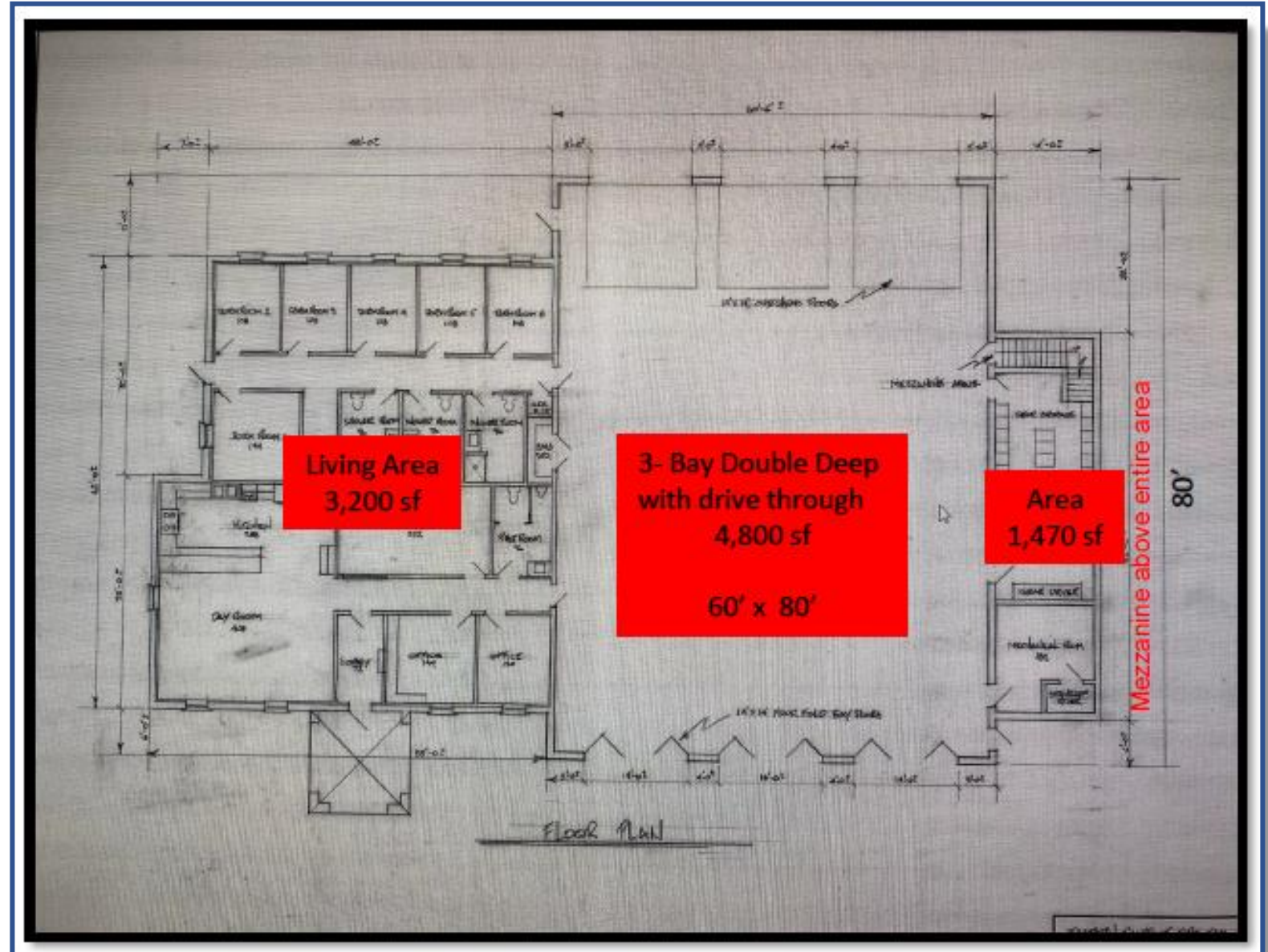
➤ 6,000 sq. ft.



What Is the 'Size and Scope' of a Potential Substation?

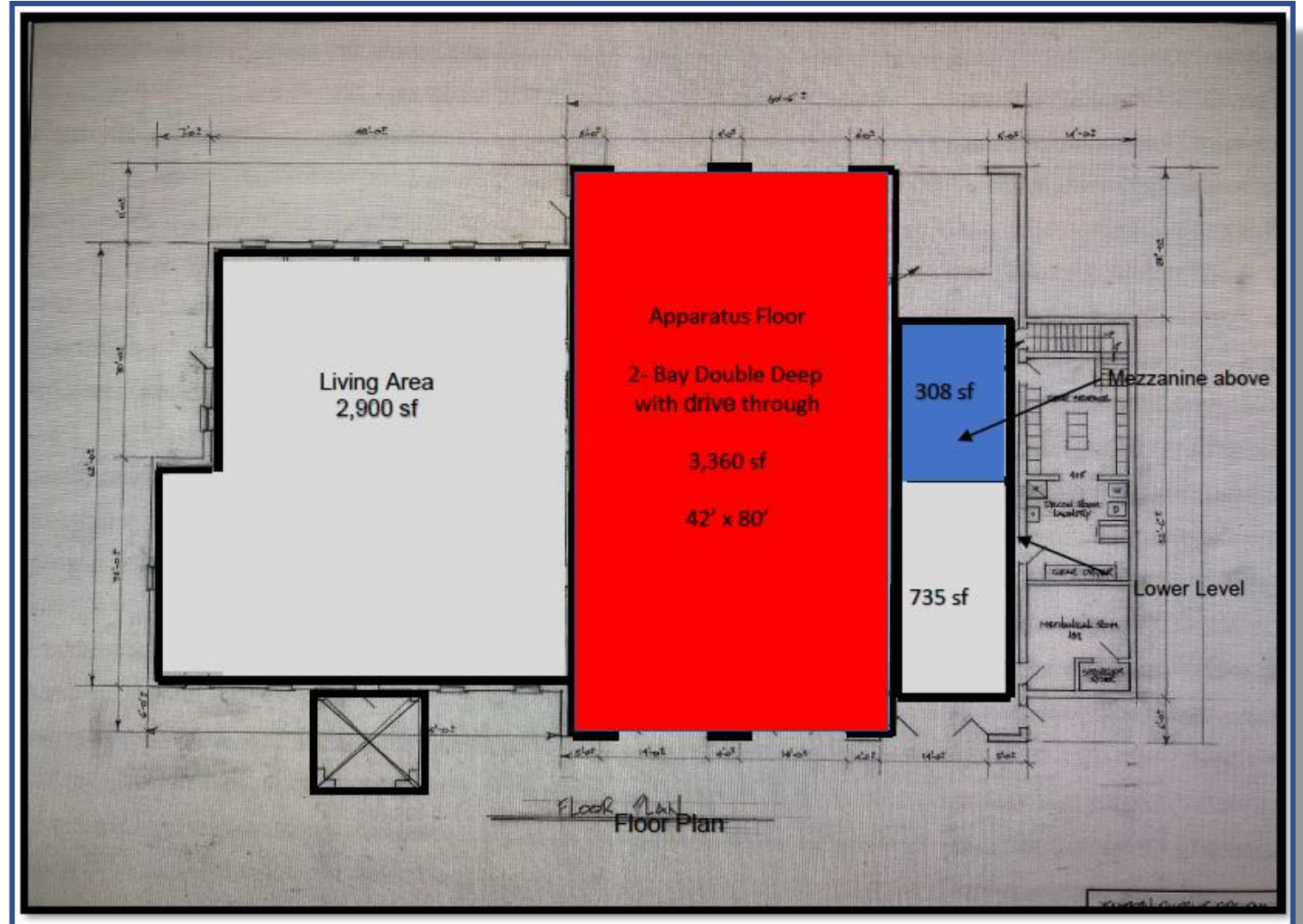
- **9,500 sq ft** – largest size to service many years to come, includes:

- ✓ 3 double deep apparatus bays
- ✓ Large Decon/laundry/storage
- ✓ 6 Bedrooms
- ✓ 3 Bathrooms/showers
- ✓ Kitchen area
- ✓ Common space/workout
- ✓ Small public space
- ✓ 2 offices



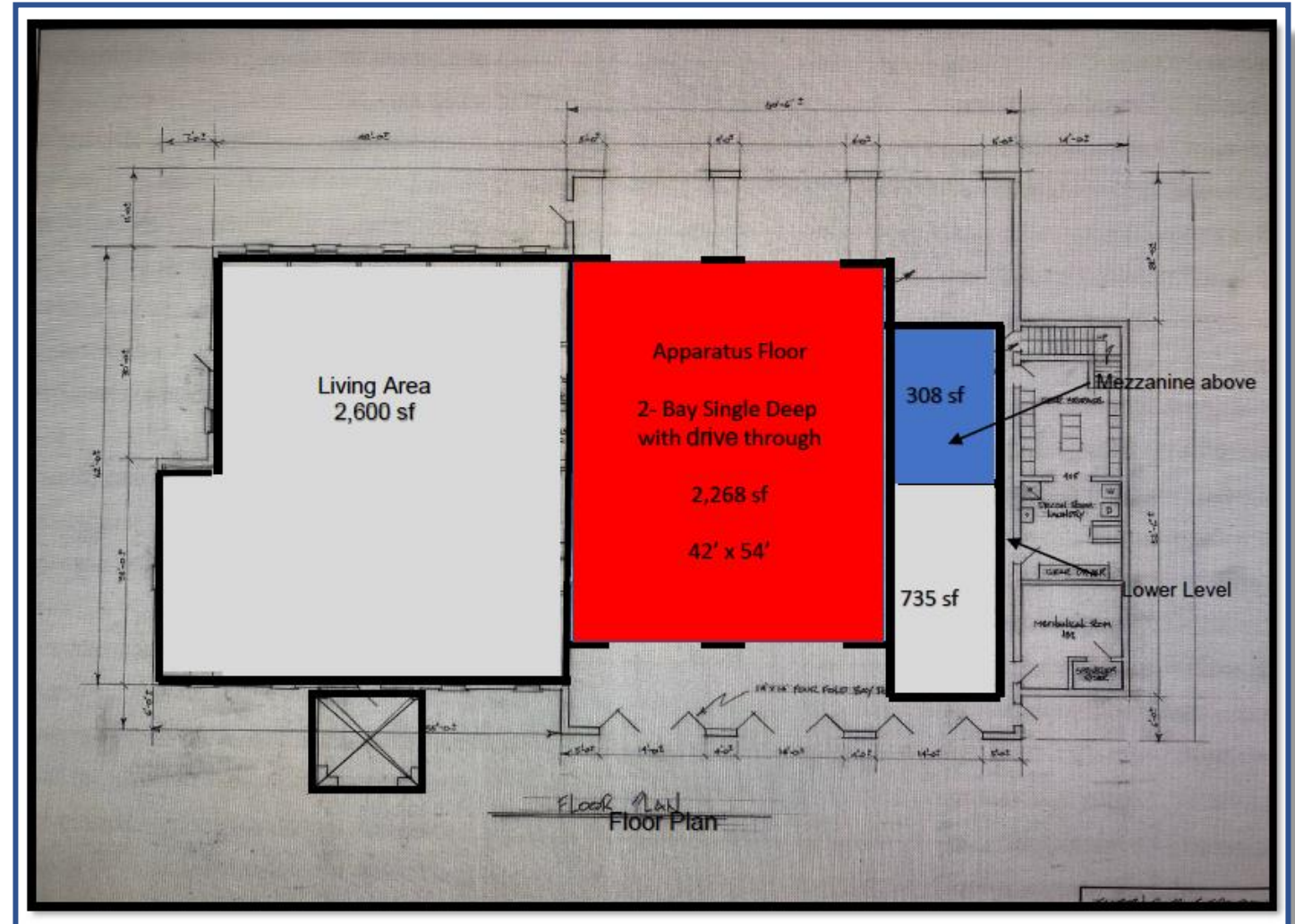
What Is the 'Size and Scope' of a Potential Substation?

- **7,300 sq ft** – mid-size to meet most needs, includes:
 - ✓ 2 double deep apparatus bays
 - ✓ Large Decon/laundry/storage
 - ✓ 4 Bedrooms
 - ✓ 2 Bathrooms/showers
 - ✓ Kitchen area
 - ✓ Common space/workout
 - ✓ 1 office



What Is the 'Size and Scope' of a Potential Substation?

- **6,000 sq ft** — smallest-size to meet current needs, includes:
 - ✓ 2 single deep apparatus bays
 - ✓ Decon/laundry/storage
 - ✓ 3 Bedrooms
 - ✓ 2 Bathrooms/showers
 - ✓ Smaller Kitchen area
 - ✓ Common space/workout
 - ✓ 1 small office
- Design for future expansion, both living area and apparatus bays



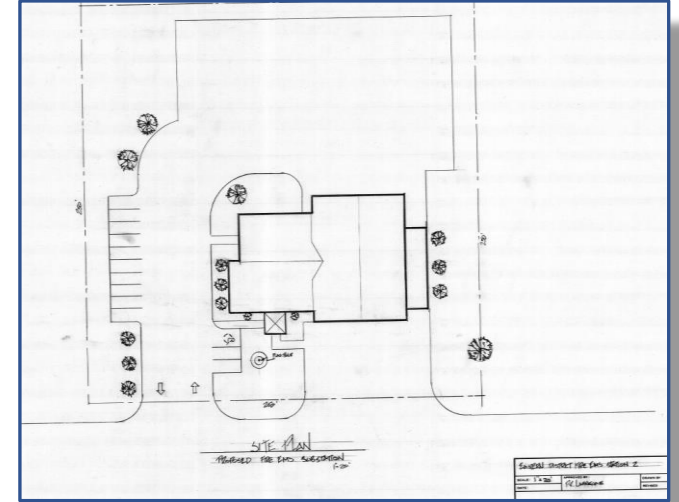
What Is the ‘Size and Scope’ of a Potential Substation?

- **Reviewing current Maine fire departments under construction and talking with experts, building costs approach \$500/sq ft**
- **With 6,000 to 7,500 sq. ft. building costs would be \$3 to \$4 million**
- **This obviously would require bonding approved by the broader community**
 - **Ideally as the economy improves and older bonds “roll off”**
- **Available grants are also possible to reduce overall tax burden**



Final Recommendation and Request to Council

- The Committee requests City Council to generate an RFP for \$150,000 from previously appropriated funds for initial architectural and engineering design for a Substation
- This will allow a firm basis for finalizing the appropriate size and shape and quantifying detailed costs for potential next steps
- This will provide the details for grant applications
- *Ultimately a substation will save lives and property and provide essential services to the Eastern Biddeford community that is comparable to that provided to other parts of the City*





Thank You...

Questions?

City of Biddeford
City Council
November 18, 2025 at 6:00 PM
City Hall Council Chambers & Zoom

1. Roll Call - all present

Council President LaFountain

Councilor Lessard

Councilor St. Cyr

Councilor Emhiser

Councilor Whiting

Councilor Beaupre

Councilor Gross

Councilor Belanger

Councilor Doughty

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

Item 11 (a) has been moved to a future meeting.

Add 2 executive sessions: one for real estate matters and one for labor negotiations

4. Public Hearing

4.a The Velvet Lounge Liquor License

Opened at: 6:02 pm

Comments: none

Closed at: 6:03 pm

5. Liquor License Consideration

5.a The Velvet Lounge Liquor License

Motion: Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

6. Presentation

6.a Sustainability Commission Report to Council

The committee reviewed a presentation with Council.

7. Appointments

7.a 2025.162 Approval/ Mayoral Appointments to Committees—Citizen

Motion: Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor

Motion passed.

8. Public Addressing the Council

One citizen thanked an outgoing councilor for their work in the ward, committees and the city.

Recess – there was a brief recess from 6:25 – 6:37 pm for the councilors to gather in celebration of their term.

9. Consideration of Minutes

9.a Council Minutes 11-6-25

Motion: Councilor Whiting

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

10. Second Reading

10.a 2025.159 Limited Parking Lester B. Orcutt Blvd.

Motion: Councilor Emhiser

Second: Councilor Lessard

Councilor Lessard – motion to amend to “have the city remove all rocks and barriers in the right of way for 1000’ from the corner of Ocean Ave and Lester B. Orcutt Boulevard”

Second: Councilor St. Cyr

Councilor Beaupre explained that our current ordinances already allow for that. There was a discussion on how to communicate with the residents in that area. The City Manager and Public Works Director will work on a plan for public engagement and a timeline.

Motion to amend and second were withdrawn

Vote on the order: 5 yeas: Councilors St. Cyr, Beaupre, Whiting, Emhiser and Belanger

4 nays – Councilors LaFountain, Lessard, Gross and Doughty

Motion passed.

11. Orders of the Day

11.a 2025.163 Approval Police Department Contract - pending

This item will be discussed in a future meeting.

11.b 2025.155 Approval of Change to City Hall Hours

Motion: Councilor Emhiser

Second: Councilor Whiting

Several citizens expressed support for staff input in the process.

Councilors discussed feedback they have received, they would like it to be looked into further and come back to council.

Vote: 0 yeas, 9 nays

Motion failed.

11.c 2025.161 Approval/Code of Ordinances, Ch. 2, Art 1, Sec. 2-3 Code of Ethics

Motion: Councilor Belanger

Second: Councilor LaFountain

Councilor Belanger explained the Policy Committee changes to the ordinance.

Councilor Lessard – motion to amend Sec 2-4, iii; strike “an” in the last sentence and add “organization” 3. a. remove “ce”; and 2-4, last sentence of the introduction, strike “shall listen to all citizens and”

Second: Councilor Beaupre

Vote: Unanimous in favor.

Amendment passed.

Councilor Whiting made the following motions to amend:

2-5 (b) b add “alleged” and commas after *ethics* and *by-laws*.

2-5 (b) e add “as elected or appointed officials”

2-5 (c) second sentence, strike “applicable to the board, commission or committee that”; add a comma; and strike “operations”.

Second: Councilor Lessard

Vote on the amendment: Unanimous in favor.

Amendments passed.

Councilor Whiting – motion to amend 2-5 (b) h strike “making decisions” and add “in any quasi-judicial setting stating a position”

Second: Councilor Lessard

Vote on the amendment: 8 yeas – Councilors Lessard, St. Cyr, Belanger, Gross, Beaupre, Whiting, Emhiser and LaFountain.

1 nay – Councilor Doughty.

Amendment passed.

Vote on the order as amended: Unanimous in favor.

Motion passed.

11.d 2025.146 Approval To Sign Contract To Place The Order To Purchase A New Fire

Department Tower Truck

Item not motioned or seconded.

11.e 2025.145 Approval To Sign Contract To Place The Order To Purchase A New Fire

Department Ambulance

Motion: Councilor Whiting

Second: Councilor Lessard

Several citizens asked for more information on the replacement schedule and funding.

Several councilors commented that the timing would be better left to the new incoming council. They will be working on the next budget soon.

Councilor Belanger – motion to Table item until the next council meeting on 12/16/25.

Second: Councilor Whiting

Vote: Unanimous in favor.

Item Tabled.

11.f 2025.164 Approval/Appoint Finance Director as Treasurer for City

Motion: Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

12. Public Addressing the Council

Several citizens thanked the current council for their work over the past two years.

One citizen gave input on the public engagement process for the Lester B. Orcutt Blvd. item.

13. City Manager Report

City Manager Dever thanked the council for their service and support. She wished everyone a Happy Thanksgiving.

14. Committee Updates by Council

None

15. Other Business

Councilor Belanger thanked the councilors for their work together during his terms.

16. Council President Addressing the Council

Council President LaFountain cancelled the December CIP meeting and other committee meetings that would not have a quorum between the 12/2/25 inauguration and the 12/16/25

council meeting when new committee appointments will be made. He thanked everyone for their work during the past two years.

17. Mayor Addressing the Council

Mayor Grohman thanked the council for all their work and support over the past two years.

18. Executive Session

18.a 1 M.R.S. Section 405(6) a - Personnel Matters

Added:

1 MRS Section 405 (6) c – Real Estate Matters

1 MRS Section 405 (6) d – Labor Negotiations

Motion to enter executive sessions by Councilor Belanger at 8:12 pm

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

Motion to exit executive sessions at 9:37 pm by Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

19. Adjourn

Motion to adjourn at 9:37 pm by Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Meeting adjourned

City of Biddeford

City Council

December 1, 2025 at 5:30 PM via zoom

1. Roll Call

Council President LaFountain - present

Councilor Lessard - excused

Councilor St. Cyr - excused

Councilor Emhiser - present

Councilor Whiting - present

Councilor Beaupre - present

Councilor Gross - present

Councilor Belanger - present

Councilor Doughty – excused

2. Pledge of Allegiance

3. Orders of the Day

3.a 2025.163 Approval/ Biddeford Police Department Collective Bargaining Agreement -

July 1, 2025-June 30, 2028

Motion: Councilor Beaupre

Second: Councilor Emhiser

Vote: Unanimous in favor.

Motion passed.

4. Adjourn

Motion to adjourn at 5:39 pm by Councilor Beaupre

Second: Councilor Emhiser

Vote: Unanimous in favor.

Meeting adjourned.



City Council

Meeting Date: December 16, 2025

Meeting Time: 6:00 PM

Agenda Item No: 11.a

Item Description: 2025.161 Approval/Code of Ordinances, Ch. 2, Art 1, Sec. 2-3 Code of Ethics

Submitted By: Truc Dever, City Manager

Key Terms:

Executive Summary:

On September 16, 2025, the City Council voted to forward a redraft of the Code of Ethics to the Policy Committee for review (Code of Ordinances, Part II, Chapter 2, Article 1, Sec 2-3). A council member initiated the review and provided draft amendments for consideration. The Code of Ethics was last reviewed in June 2017. The Policy Committee was directed to complete its review and provide recommendations to the City Council no later than November 18, 2025.

The Committee finalized its proposed edits on November 10, 2025 and submitted to the Council for review and approval. At the November 18, 2025 meeting, Council made additional edits to the Code of Ethics.

Detailed Review:

The City Charter was amended in 2016 to include a requirement that the city adopt a code of ethics. The Charter reference is [Article XII, Sec. 10 - Code of Ethics](#). A Code of Ethics was adopted in June 2017 at [Code of Ordinances, Part II, Chapter 2, Article 1, Sec. 2-3](#).

Councilor Beaupre requested a review of the Code of Ethics with draft changes for consideration. In accordance with the Rules of the Council, Sec. A-2(6)(m), a member may place an item on a city council agenda with the concurrence of at least one other member within 30 days with final agenda review and approval by the Mayor and Council President. The request was seconded by Council President LaFountain.

The item appeared on the September 16, 2025 city council agenda and received a unanimous vote to forward to the Policy Committee for further review. The original redraft included a new "acknowledgment" item and a new section specific to "censure". The censure section includes a definition of censure and subsections for "purpose", "process", and "violations",

although there is no proposed language under the "violations" subsection.

At the September, October, and November regular meetings, the Policy Committee made amendments to the original code language. During the first reading of the Order at the Council Meeting on November 18, 2025, additional amendments were made to the proposed language. These changes are reflected in the "redline" and "clean" versions included as Attachments 1 and 2, respectively.

Funding Source:

None

Staff Recommendation:

Staff is neutral as this is a policy matter initiated by the City Council.

Next Steps:

As an ordinance amendment, change(s) require two readings, with final changes taking effect 30 days later.

Attachments:

1. ORDER 2025.161 Amend Code of Ordinances Chapter 2, Art 1, Sec 2-3 2nd
2. Attachment 1-Code of Ethics Part II, Chapter 2, Article 1, Sec 2-3-Amended REDLINE
3. Attachment 2-Code of Ethics Part II, Chapter 2, Article 1, Sec 2-3 Clean copy of first read including amendments 11-18-25

City of Biddeford



2025.161 **IN BOARD OF CITY COUNCIL...November 18, 2025, BE IT ORDERED** that the Code of Ordinances, Chapter 2 – *Administration*, Article I – *Code of Ethics* be amended by adding text as referenced in the attached redline version of the ordinance.

November 18, 2025

Motion: Councilor Belanger

Second: Councilor LaFountain

Councilor Lessard – motion to amend Sec 2-4, iii; strike “an” in the last sentence and add “organization” 3. a. remove “ce”; and 2-4, last sentence of the introduction, strike “shall listen to all citizens and”

Second: Councilor Beaupre

Vote: Unanimous in favor.

Amendment passed.

Councilor Whiting made the following motions to amend:

2-5 (b) b add “alleged” and commas after *ethics* and *by-laws*.

2-5 (b) e add “as elected or appointed officials”

2-5 (c) second sentence, strike “applicable to the board, commission or committee that”; add a comma; and strike “operations”.

Second: Councilor Lessard

Vote on the amendment: Unanimous in favor.

Amendments passed.

Councilor Whiting – motion to amend 2-5 (b) h strike “making decisions” and add “in any quasi-judicial setting stating a position”

Second: Councilor Lessard

Vote on the amendment: 8 yeas – Councilors Lessard, St. Cyr, Belanger, Gross, Beaupre, Whiting, Emhiser and LaFountain.

1 nay – Councilor Doughty.

Amendment passed.

Vote on the order as amended: Unanimous in favor.

Motion passed.

December 16, 2025

Attest by: _____

Code of Ordinances

Part II

Chapter 2 – Administration

Article I— In General

Sec. 2-~~34~~. Code of Ethics **Enforcement**. [Added 6-20-2017 by Ord. No. 2017.56]

~~There shall be a Code of Ethics for all elected and appointed officials in and for the City of Biddeford:~~

~~For the avoidance of doubt, the Code of Ethics shall not apply to appointed or confirmed staff covered by an employment agreement, collective bargaining agreement, or the Human Resources Policies, Procedures, and Benefits Manual.~~

(+) Officials shall view service to the City as an opportunity to serve the public, state and nation as the best means to promote the City of Biddeford and its citizens. We are working to make Biddeford the best place to live, work and do business.

Officials shall listen to all citizens and shall refer all complaints or concerns to the proper authorities.~~Officials must~~

(1) Orientation and Training Requirements. All persons appointed to serve on a commission board or committee shall complete mandatory training as follows:

- i. New Member Orientation. A city-conducted orientation shall be held quarterly for newly appointed members. Each new appointee must attend the next available session following their appointment.
- ii. Term Orientation. At the beginning of each new council term all appointed members of committees, commissions, and boards shall attend a mandatory orientation covering the code of ethics, rules of procedure, and responsibilities of service.
- iii. Additional Training. Ethics and governance training sessions provided by the city shall be encouraged for all serving members. Members are also encouraged to attend other relevant training courses offered by the Maine Municipal Association or other an connected to their commission's, board's or committee's work.
- iv. Documentation. Attendance at mandatory orientation shall be recorded by the city clerk or their designee. A member who fails to attend an orientation shall be instructed to attend the next available quarterly session. Lack of attendance may be considered in any progressive discipline procedure including censure or removal provided that the city offered the required training session.

(2) All persons appointed to serve on a commission, board or committee must sign a statement of compliance with the Code of Ethics, and that violations thereof may result in removal.

Sec. 2-5. Censure and Removal

a) Definition –

Censure is a formal, public, reprimand of a duly appointed member of a board, committee or commission, whose actions run counter to the City's Code of Ethics.

b) Grounds for censure.

Grounds for censure shall include:

- a. Persistent disruptive conduct at meetings.
- b. Violations or abuses of the Code of Ethics bylaws or rules.
- c. Attempting to act on behalf of the Board, Commission or Committee without authorization.
- (2)d. Failure to maintain a courteous tone, especially in reference to any divergence of opinion and shall avoid, including injecting any personal note into discussions or debate. Officials must never attack or make any allusion to the motives of another official.
- (3)e. Officials shall remember at all times that they have no legal authority within the City outside the scope of their position, and shall Failure to conduct their relationships with the City of Biddeford staff, the local citizenry, and all media communications in recognition of their authority.
- (4)f. Officials shall not interfere Interfering with the daily administration of City business.
- (5) Officials shall listen to all citizens and shall refer all complaints or concerns to the proper authorities.
- (6) Officials shall not criticize City employees publicly, but shall make such comments to the City Manager for investigation and action, if necessary.
 - g. Officials shall make Conduct involving public criticism of City employees.
 - (7)h. Making decisions only after before all facts bearing on a question have been presented and discussed.
 - (8)i. Officials shall not disclose the Disclosing confidential business of the City to unauthorized persons.
 - j. No official shall be permitted to vote on any question when his or her Failure to attend meetings without providing notice to the chairperson.
 - (9)k. Failure to recuse when their private rights or interests, distinct from public interest, is are immediately involved.
- (10) Officials shall take notice of the date and time that meetings at which their attendance is expected are scheduled and shall punctually attend all meetings unless for good cause they are unavailable.

c) Purpose -

The purpose of the censure process is to place an appointed board, commission or committee member on notice of misconduct and to provide the appointed member with an opportunity to correct the misconduct. The City Council may censure any board, commission or committee member at a regular or special meeting open to the public following a good-faith determination by the Council that the member has engaged in conduct that is contrary to rules and regulations applicable to the board, commission or committee that impedes the orderly business of the board, commission or committee operations.. The chairperson is encouraged to provide the member with a written warning identifying the conduct of concern and an opportunity for the member to participate in training or refresher prior to the initiation of a formal censure motion. The City Council shall use the following procedure when censuring an appointed board member, commission or committee member.

d) Procedure:

1. The process for censure shall start with a documented member counseling session identifying the concern and providing an opportunity to correct the behavior or action.
2. Failure to correct after a counseling session may result in the following:
 - a. The matter may be brought before the entire body for consideration. If deemed warranted by the body, a letter of reprimand may be prepared and issued to the member.
 - b. Depending on the severity of the violation, or upon continued violation(s) after the counseling session or after a letter of reprimand, the chairperson may recommend censure.
3. A motion to censure board/committee/commission member may be initiated by the chairperson or at least two members of any board, commission or committee. The recommendation for censure shall be delivered to the Mayor and Council President. The recommendation shall be in writing and provide the specific facts and grounds for the proposed censure, including the date and specific conduct relied upon for the motion. The motion shall not be conclusionary, e.g., "for alleged violations of the Code of Conduct," but shall be a factual statement that describes conduct only and is not intended to embarrass or humiliate the board member.
4. The Mayor shall include the motion on the agenda of the next regular or special Council meeting scheduled at least thirty (30) days following the delivery of the proposed censure motion.
5. The board, commission or committee member subject to censure shall be given a minimum of thirty (30) days prior written notice. The notice shall provide the specific facts and grounds for the proposed censure as specified in subsection 3 above.
6. The member subject to censure shall be given a reasonable opportunity to be heard at the meeting, either orally or in writing, or in executive session at the member's request if deemed an appropriate option by the city solicitor, prior to the Council's vote on a motion of censure.
7. The Council shall decide by a majority vote of those present and voting whether or not the board, commission or committee member should be censured. For the purpose of censure motions, abstentions shall not be counted as votes.

8.If the Council determines that a censure is not an adequate remedy for the board/committee/commission member's actions, the Council by a two-thirds vote of the entire Council and not just those present at a meeting, may remove the member from the relevant board, committee, or commission. This removal provision shall not apply to elected officials.

Code of Ordinances

Part II

Chapter 2 – Administration

Article I- In General

Sec. 2-4. Code of Ethics Enforcement. [Added 6-20-2017 by Ord. No. 2017.56]

For the avoidance of doubt, the Code of Ethics shall not apply to appointed or confirmed staff covered by an employment agreement, collective bargaining agreement, or the Human Resources Policies, Procedures, and Benefits Manual.

Officials shall view service to the City as an opportunity to serve the public, state and nation as the best means to promote the City of Biddeford and its citizens. We are working to make Biddeford the best place to live, work and do business.

Officials ~~shall listen to all citizens and~~ shall refer all complaints or concerns to the proper authorities.

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- d. Failure to maintain a courteous tone, especially in reference to any divergence of opinion, including injecting any personal note into discussions or debate.
- e. Failure to conduct their relationships with the City of Biddeford staff, the local citizenry, and all media communications in recognition of their authority as elected or appointed officials.
- f. Interfering with the daily administration of City business.
- g. Conduct involving public criticism of City employees.
- h. ~~Making decisions~~ In any quasi-judicial setting stating a position before all facts bearing on a question have been presented and discussed.
- i. Disclosing confidential business of the City to unauthorized persons.
- j. Failure to attend meetings without providing notice to the chairperson.
- k. Failure to recuse when their private rights or interests, distinct from public interest, are immediately involved.

c) Purpose -

The purpose of the censure process is to place an appointed board, commission or committee member on notice of misconduct and to provide the appointed member with an opportunity to correct the misconduct. The City Council may censure any board, commission or committee member at a regular or special meeting open to the public following a good-faith determination by the Council that the member has engaged in conduct that is contrary to rules and regulations, ~~applicable to the board, commission or committee that~~ impedes the orderly business of the board, commission or committee ~~operations~~. The chairperson is encouraged to provide the member with a written warning identifying the conduct of concern and an opportunity for the member to participate in training or refresher prior to the initiation of a formal censure motion. The City Council shall use the following procedure when censuring an appointed board member, commission or committee member.

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City Council

Meeting December 16, 2025

Date:

Meeting 6:00 PM

Time:

Agenda 12.a

Item No:

Item Remove from Table 2025.145 Approval To Sign Contract To Place The Order To

Description: Purchase A New Fire Department Ambulance

Submitted Lawrence D. Best, Fire Chief

By:

Key Terms:

Fire Department Ambulance Order and Purchase

Executive Summary:

The Fire Department is asking that consideration and approval be given to sign a contract to place an order for a new ambulance using the Sourcewell cooperative purchasing process. The estimated delivery time from order to arrival of the completed ambulance is approximately thirty (30) to thirty-six (36) months after the signing of the contract.

The ambulance that is scheduled for replacement in the CIP program is unit EMS-10, which is a 2017 Dodge PL Custom brand. At this time it has approximately 150,000 miles and over 10,700 engine hours. The estimated delivery time for the chassis is FY27/FY28 during the timeframe of March to August 2027. The estimated delivery time for the completed ambulance is FY28/FY29, from June to November 2028. The CIP program uses age of the vehicle, maintenance costs, mileage and engine hours as factors when determining the need for replacement. Thus far, the ambulances have been on a 9-year replacement cycle which seems to be working well. This ambulance will be a little off cycle and will be approximately 11-years old when its replacement arrives.

At this time, it is anticipated that this vehicle could be an addition to the fleet based on the future need to staff three ambulances full-time and the potential construction of an Eastern Fire/EMS Station. This determination will be made upon delivery of the new Ambulance and the operational needs of the Department and City at that time.

The Sourcwell cooperative purchasing procurement process is conducted by, or on behalf of, one or more public procurement units. Sourcwell's analysts streamline procurement by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. We have gone through Sourcwell for this purchase and are using their costs. The City of Biddeford is a member of Sourcwell (#1,368) and has used Sourcwell in the past for these types of purchases.

The Fire Department staff, along with the DPW Fleet Maintenance Shop staff, have worked through the process to specify a new 2028 Dodge Ram PL Custom Emergency Vehicle Type I Ambulance with Sugarloaf Ambulance/Rescue Vehicles at a cost of \$497,549.00. If approved to sign the contract to place the order, the order will go into the queue upon signing with an estimated delivery time of thirty (30) to thirty-six (36) months.

Detailed Review:

The Fire Department is seeking approval for the purchase of one new ambulance from the Sugarloaf Ambulance/Rescue Vehicles for a cost of \$497,549.00.

The Fire Department and DPW Fleet Maintenance Staff have worked with the vendor/manufacture of the most recently purchased ambulances, which was from Sugarloaf Ambulance/Rescue Vehicles, to update and develop specifications for this vehicle, which will be constructed by P.L. Custom. The purchase of this ambulance would be through Sourcwell, which is a cooperative purchasing program. Sourcwell is a nationwide government procurement service striving to make the governmental procurement process more efficient. They hold hundreds of ready-to-use competitively solicited contracts. We have gone through Sourcwell for this purchase and are using their costs. The City of Biddeford is a member of Sourcwell (#1,368) and has used Sourcwell in the past for these types of purchases.

The funds for the ambulance would be due in two parts/payments. The first payment will be due when the Dodge chassis arrives at the manufacturer. The second payment will be due upon the final inspection and delivery of the vehicle, which will be an estimated delivery time of thirty (30) to thirty-six (36) months after the signing of the contract. The chassis payment is standard among the various manufacturers and typically costs 17 to 25% of the total cost for the ambulance purchase.

At this time, it is anticipated that this vehicle could be an addition to the fleet based on the future need to staff three ambulances full-time and the potential construction of an Eastern Fire/EMS Station. This determination will be made upon delivery of the new Ambulance and the operational needs of the Department and City at that time. However, the ambulance that is scheduled for replacement in the CIP program is unit EMS-10, which is a 2017 Dodge PL Custom brand. At this time it has approximately 150,000 miles and over 10,700 engine hours. The estimated delivery time for the chassis is FY27/FY28 during the timeframe of March to August 2027. The estimated delivery time for the completed ambulance is FY28/FY29 from

June to November 2028.

Funding Source:

The amount requested for the purchase of this Dodge Ram Type I Ambulance is \$497,549.00. The funding source will be through the City CIP budget process. Payments will be made in two (2) installments, with the first being for the cost of the chassis at the time it arrives at the manufacturer and the second payment is in full upon completion of the final inspection and acceptance upon delivery.

Staff Recommendation:

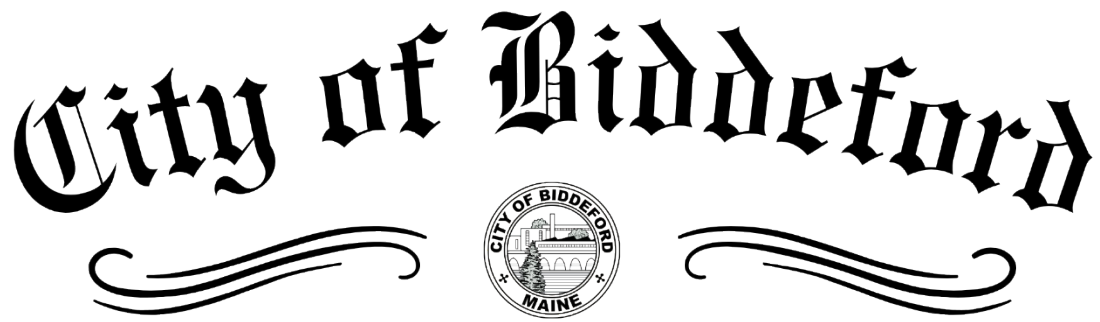
Staff recommends moving forward with signing the contract to purchase from the Sugarloaf Ambulance/Rescue Vehicles a 2028 RAM 5500, P.L. Custom, Type 1 Ambulance for a total of \$497,549.00.

Next Steps:

Present this request to the Finance Committee followed by the City Council for their consideration and approval.

Attachments:

1. 2025.145 Approval Ambulance Purchase - ORDER
2. ATTACHMENT 1- PURCHASE SALE AGREEMENT BIDDEFORD 2028 Updated 11-25-2025
3. ATTACHMENT 2- Biddeford For Approval 2028 Updated 11-25-2025
4. ATTACHMENT 3- Sourcewell PL Custom Contract 122123



2025.145 IN BOARD OF CITY COUNCIL... DECEMBER 16, 2025

BE IT ORDERED, that the City Manager enter into an agreement with P.L. Customs – Sugarloaf Ambulance/Rescue Vehilces for the purchase of one 2028 Ram 5500 PL Custom, Type 1 Ambulance in the amount of \$497,549.00.

Note: Payment shall be made in two parts – part 1 shall be upon delivery of the chassis and part 2 shall be upon delivery of the finished vehicle.

Attest by: _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS ENTERED INTO BETWEEN
SUGARLOAF AMBULANCE / RESCUE VEHICLES AND

BIDDEFORD FIRE DEPARTMENT

In consideration of the payment described below, Sugarloaf Ambulance / Rescue Vehicles will deliver a 2028 RAM D-5500, P L Custom Emergency Vehicles, Type I Ambulance, as described in the enclosed specifications, with the options specified.

Unless otherwise noted herein, the purchase price agreed to is due on day of delivery. Delivery to BIDDEFORD Fire Department, shall be paid by Sugarloaf Ambulance / Rescue Vehicles. An inspection of the vehicle, as specified shall be made by the purchaser, prior to accepting the vehicle. Payment, in full, shall be made at this time.

The price delivered to BIDDEFORD Fire Department is:

\$497,549

Payment shall be made to Sugarloaf Ambulance / Rescue Vehicles.

The purchaser agrees to pay \$_____

Sugarloaf Ambulance / Rescue Vehicles delivery dates are uncertain due to the Ford Chassis shortage.

Keith Stuart

SUGARLOAF AMBULANCE / RESCUE VEHICLES
Scan & return to : kgstuart@twc.com

BIDDEFORD Fire Department

QUOTATION

Sugarloaf Ambulance / Rescue Vehicles

Biddeford Fire Department
152 Alfred Street
Biddeford, Maine 04022
207-282-6632

Sugarloaf Ambulance Rescue Vehicles
PO Box 579
Alfred, ME 04002
207-251-9990
kgstuart@twc.com

Exp. Date: 06/04/2025
Quote No: 10036-0002
BODY: CLSC170 Type 1 Classic, 170" 108"CA

11/25/2025

Page 1

PART NO	S	DESCRIPTION	QTY	ID
== Type 1 Classic, 170" 108"CA - 34.110 04/23/25 ==				
00-00-0100		PL Ambulance - Release 34.12 effective 07/22/25	1	PLG
00-05-0100	<	** Quote Terms **	1	PLG
		All chassis are subject to availability.		
		Quoted body pricing is valid for 30 days from receipt or until the next data release.		
		Chassis pricing for PL Supplied chassis is subject to any OEM chassis manufacturer surcharges and model year increases.		
		An ambulance or rescue vehicle order, submitted utilizing a chassis that cannot be provided or ordered, (chassis order banks not open, no available allocation, or otherwise unknown), will NOT be processed until such time that the chassis can be ordered and assigned.		
		Upon receipt of chassis VIN and firm chassis production schedule, or chassis receipt, the vehicle order can then be considered "buildable".		
		Once entered into "buildable" order status and when loaded into the PL Custom production schedule, prioritized by order entry date, the body can then be processed for approval and priced on most current pricing and data release in place.		
		This applies to both PL Custom and customer/dealer supplied chassis.		
00-11-7065	S <	170" CLASSIC BODY, 72" Headroom, w/Drop Skirt	1	PLG
		Overall Vehicle Dimensions:		
		Length: 308"		
		Width: 99"		
		Height: 112" (+/- 2")		
		Exterior Modular Body Dimensions:		
		Length: 170"		
		Width: 97"		
		Height: 91"		
		Interior Modular Body Dimensions:		
		Length: 165"		
		Width: 90 3/4"		
		Height: 72"		
03-00-1240	< >	Chassis Type -Dodge (w/ required Conversion upgrades)	1	PLG
		All chassis options & upgrades must be reviewed/edited when		

PART NO	S	DESCRIPTION	QTY	ID
		changing chassis type. Paint must be reviewed/edited due to possible OEM white changes The included Dodge Conversion upgrades are: Electrical circuits, wire and harness routing, and walk-thru construction		
		EXTERIOR		PLG
10-10-1100	<	Modular Body Construction SAE J3057 Compliant	1	PLG
10-10-2000	<	Structural Integrity Warranty The structural integrity of the body shall be guaranteed for the life of the unit, as long as the original purchaser shall own it.	1	PLG
10-10-2070		Finite Element Analysis	1	PLG
10-10-2100		Compartments, Aluminum Diamond Plate, welded	1	PLG
10-12-2000		Type I, Classic, Cab to body Pass-thru	1	PLG
10-15-4000		Body mounting, Type I, rubber donuts, L-Duty	1	PLG
10-20-3300		Lowered Body Skirts, with Intermediate Step	1	PLG
10-30-1000	<	Curbside 6" Dropskirt Drop skirt on curb side to be 6" i/l/o 3" Requires Side skin change, stepwell change, Entrance door height change and "D" door height change	1	PLG
10-30-1100	<	Streetside 6" Dropskirt Drop skirt on street side to be 6" i/l/o 3" Requires Side skin change, "A" door height change and "B" door height change.	1	PLG
		EXTERIOR DOORS, AMBULANCE		PLG
11-10-1060	<	Trimark 1875 Paddle Handle Power Locking, Entrance. Doors Qty(3) The door system shall include emergency override latch levers in upper and lower locations of each entrance door. Levers are visible with red coating and intended for emergency use in the event of a non-functioning handle.	1	PLG
11-10-4060	<	Trimark 1875 Paddle Handle Power Locking, Std Compt Doors (6) Tied to OEM Power Door Lock Switch	1	PLG
11-20-1800	>	Gas Spring Pneumatic Door Checks -Classic & Titan	1	PLG
11-20-2020		Compartment. "A" Door to Check Past 90 Degrees	1	PLG
11-20-2030		Compartment. "C" Door to Check Past 90 Degrees	1	PLG
11-20-2050		Compartment. "E" Door to Check Past 90 Degrees	1	PLG
11-20-3000		Compartment. "D" Door to Check Past 90 Degrees	1	PLG
11-20-5000		Grabber Rear Doors Hold Open, Top Mount, Polished Aluminum	1	PLG
11-30-1000	>	Side Entrance Door Nylon Strap w/ Footman loops	1	PLG
11-30-1010	< >	Body Compartment Door(s) Nylon Strap w/ Footman loops (ea.) Specify Quantity and Location: Qty: 4 Loc: "A" "C" "D" "E"	4	PLG
	<	COMPARTMENT LAYOUT Exterior compartment dimensions reflect wall to wall measurements.		PLG
12-10-2035		"A" Left Front - 20w x 86h x 21d -(w/Oxygen window)	1	PLG
12-15-100B		"B" Left Side 1/2 High (wider) - 43w x 42h x 20d	1	PLG
12-20-1435	<	"C" Left Rear, 3/4 High, outside access, Oversized Width, -32w x 59h x 20d NOTE: Options selected below left rear counter may require a	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
		"box-out" due to space limitations		
12-25-100A		"D" Right Front, In-Out Access -20w x 55h x 33d above floor -20d below floor	1	PLG
12-30-150B		"E" Right Rear, with In/out to Center Aisle -24w x 83h x 21d	1	PLG
		COMPARTMENT DOOR PANELS, MATS, DECKING		PLG
13-20-1000		Compartment Door Panels, Alum, Diamond Plate	1	PLG
13-30-1P10		Polycoated Compt & Entrance Door Sills, Compt Floors, Area Behind Rub Rails, Black	1	PLG
13-30-2000		Vent Compartments to Exterior of Vehicle	1	PLG
13-40-1000		Dri-Dek, Floors of Compartment, Black	1	PLG
13-40-2500		Rubber Mat, Shelves, Exterior Compartment	1	PLG
13-40-2800		Turtle Tile Slip Resistant Stepwell Mat (removable)	1	PLG
		COMPARTMENT CONFIGURATIONS AND EQUIPMENT		PLG
13-41-0160		Oxy Bracket, w/Adjustable Shelf, Compartment A, (No Light Under Shelf)	1	PLG
13-42-0300		(2) Adjustable Shelves, for compartment "B"	1	PLG
13-43-0250		(1) Adjustable Shelf, for compartment "C"	1	PLG
13-47-0470	<	Full Height Divider w/(3) Adjustable Shelves Compartment "E"	1	PLG
		Long Equipment Storage Compartment "E"		
		Divider to be 12" off front wall w/10" shelves.		
13-70-0200		Bulbous mounts for (2) backboards Compt. "E"	1	PLG
13-70-0700		Hanger for Ferno EXL or #65 Scoop Compartment "E"	1	PLG
13-70-4000	S < >	Zico "Corner" Mount, Factory Supplied -(for SCBA)	2	PLG
		Mount Factory Supplied ZICO Model # ABS Mount, in corner of compartment.		
		Location: "C" Compartment		
		Mount 24: from the floor		
13-70-4400	S < >	SCBA Zico (KD-UH) Walk-Away Bracket #5 Clip (new, price ea)	2	PLG
		Qty. (2) Location: Compartment "C" , 6" from the shelf above		
13-90-S001	S	(1) Adjustable Shelf, for compartment "C", 11" from the ceiling	1	PLG
13-90-S002	S	PAC mount Coat hooks in Compartment "C"	1	PLG
		REAR STEP BUMPER		PLG
14-10-2700		Lift-up Rear Step, Recessed, -Lic. plate left body	1	PLG
14-10-4000	<	Rear step to have additional grip strut	1	PLG
		An additional grip strut shall be mounted to center portion of rear step.		
		This will bring the level of the center within 3/4" of the rear bumpers.		
14-20-1000		Rear Dock Bumpers, Bolted to Bumper Ends	1	PLG
		ALUMINUM DIAMOND PLATE ACCESSORIES		PLG
15-10-1000		Front Corner Stone Guards, Polished Diamond Plate	1	PLG
15-15-1000		Front Body Stone Guard, Polished Diamond Plate	1	PLG
15-20-1050	>	Rub-Rails, C-Channel, Offset, Satin Finish	1	PLG
15-30-3060	<	Running Brds, Non-slip Diamond Plate w/grip strut inserts (Dodge)	1	PLG
		Includes rubber mud flap		
15-55-1000		Rear Diamond Plate Panel & Tall Corner Guards	1	PLG
15-90-S000		** SPECIAL OPTION REQUEST **	1	PLG
15-90-S001	S	Smooth aluminum under Fuel Fill Housing and DEF	1	PLG
		EXTERIOR TRIM		PLG
16-10-1000		Fenderettes, Rolled, Polished Stainless Steel	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
16-30-1500		License Plate Holder w/LED Lt,Cast Prod Polish, Lt Side Body	1	PLG
16-35-1100		Fuel Fill Housing, Cast products, Polished (Dodge)	1	PLG
		EXTERIOR, MISCELLANEOUS		PLG
17-50-1000		Undercoat Body	1	PLG
		BODY WINDOWS		PLG
18-10-2000		Window, Side Door (18"W x 22"H), Frameless, Fixed, 24% Tint	1	PLG
18-20-2000		Windows, Rear Doors, (15"W x 22"H), Frameless, Fixed 24% Tint	1	PLG
18-50-1000		Privacy Tint, Mylar, Side and Rear Doors	1	PLG
		INTERIOR CONSTRUCTION		PLG
20-00-1000		Interior Construction Type - Standard Cabinets	1	PLG
		INSULATION		PLG
20-10-1000		Insulation, Interior Body	1	PLG
20-10-2000		Sound Deadened Insulation, Entrance Doors	1	PLG
20-10-3000		Sound Deadened, Compartment Doors	1	PLG
20-10-5000		Sub-Floor, Expanded PVC Polymer	1	PLG
		FRONT BULKHEAD		PLG
21-10-0520	<	Type I, Classic, Cab to body Pass-thru, Hinged Window Hinged Clear Acrylic window. With standard, wood cabinet construction, the window will open and rest against Right Front Cabinet. The window will rest against rubber gasketing lining the window frame when closed.	1	PLG
21-30-1000		Climate Control Unit Over Cab to Body Passage	1	PLG
21-40-1500	<	Electrical Power Distribution Cabinet, Access Panels, Black Polycoat Black polycoat cover with an access panel with flush locking trigger latches	1	PLG
		RIGHT FRONT CABINET		PLG
21-45-2000		Right front upper w/ 1/2" acrylic doors, 1 shelf	1	PLG
21-50-1000		Right front Lower, inside/outside storage	1	PLG
21-50-2100	<	Right front Lower, (1) adjustable shelf Shelf to be lined with ribbed rubber mat.	1	PLG
21-60-3100		Right Front Lower, with Austin Life Defender Doors - Single Release	1	PLG
21-90-S000		** SPECIAL OPTION REQUEST **	1	PLG
21-90-S001	S	Pull-out tray, Remove 2" edge, (On Cabinet Floor) right front Lower, Qty (1)	1	PLG
		RIGHT SIDE BENCH LAYOUT		PLG
22-00-2700	>	"Medic in Mind" Rgt Side Squad Bench upgradeable Layout -(*See photo)	1	PLG
22-00-2830	< >	Squad Bench,Rgt side, 2/3 Length -(*See Photo) -no rearward cabinet 2/3 Length Bench, extending from (forward) "Medic in Mind" cabinet to "E" compartment cover. (Eliminates rearward "Medic in Mind cabinet") Approximately 60" long	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
22-21-0100		Backrest, Indiv., 2-pc. Upper & Lower, used w/ 6-pt seat belt	1	PLG
22-24-0650		> No Armrest -Recessed storage, below	1	PLG
22-25-4600		< > Recessed "D" bottles, head of Squad Bench, at stepwell See "D" bottle storage brackets selected in section # 80-43-XXXX	1	PLG
22-26-1100		Right Side Forward Cabinet -Medic In Mind (below counter level storage)	1	PLG
22-26-1200		< Rgt side Forward -ALS Three (3) Drawer Storage Unit, Facing seat -(See photo) All drawers utilize Locking Southco Polished Stainless Steel latches.	1	PLG
22-26-4600		< > Solid Surface counter, Flat, NO Lip, Rt front, Color: Steel Gray Tempest 9194TM Flat style to accommodate equipment	1	PLG
22-27-1000		> Rgt side forward upper 45 degree interior cabinet-(see Photo for Green+ options)	1	PLG
22-27-1200		*** No Radio Cutouts Provided in 45* Pod Above Squad Bench	1	PLG
22-30-2000		Squad bench lid, Positive hold down device	1	PLG
22-45-1015		< > Overhead cabinet 13-1/4" OAH-Life Defender lift-up re-stocking doors Includes 1 adjustable shelf Selecting this cabinet will void KKK compliance for 43" headroom above squad bench for vehicles 72" Headroom or less with standard height seating.	1	PLG
22-90-S000		** SPECIAL OPTION REQUEST **	1	PLG
22-90-S001	S	Mount switch panel as low as possible	1	PLG
22-90-S002	S	< Rgt side upper interior cabinet- Hinged Acrylic Doors (3) Includes two gas shocks per door	1	PLG
22-90-S003	S	Drop in Sharps Container rear of squad bench	1	PLG
22-90-S004	S	Single slide out trash head of bench into aisle	1	PLG
LEFT SIDE MIDDLE (Base Cabinet)				PLG
23-10-1050		< > Left side attendant seat (CPR Seat)- Double Wide (on certain models)NO left rear counter & NO below counter options available.	1	PLG
23-10-3060		> Backrest, Indiv., 2-pc. Upper & Lower, used w/ 6-pt seat belt	1	PLG
23-10-4650		> Seat cushion, lift-up, w/ latch, interior storage-Double Wide	1	PLG
23-10-5200		< > Cab. above Lft side attn. seat, Life Defender lift-up restock.-Double Wide Overall depth: 8 5/8" Note: Selecting this option will reduce headroom below 43" and is non KKK compliant.	1	PLG
23-10-S000		** SPECIAL OPTION REQUEST **	1	PLG
23-10-S001	S	< Left side middle upper interior cabinet- Hinged Acrylic Door Includes two gas shocks	1	PLG
LIFE SUPPORT STATION				PLG
23-30-2000		Switch pod, above counter, vinyl covered	1	PLG
23-30-2020		Rear Main Switch Panel Located on Right Side	1	PLG
23-30-2250		**No Radio Cut-Outs to be provided in LSS**	1	PLG
23-31-4000		< Cab head of sw/pod w/ MedVault(Customer supplied)& hinged acrylic door(No Shelf) The cabinet will be divided into 2-independent sections, one above the other. Top section will support installation of MedVault (Large Capacity -	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
		Surface Mount) with WiFi. Rear cabinet wall will have a cutout for WiFi antenna.		
		Bottom section will be a storage cabinet.		
		MedVault to be supplied and installed by Customer/Dealer		
23-32-0950	< >	(Reduced Hgt) Upper cabinet, 45 deg, w/Life Defender sliding doors, 1 shelf The Interior Height of this cabinet will approximately be 14-1/2" High Pass thru opening approx. 12".	1	PLG
23-34-1500	>	Solid Surface counter, 1" lip, Left front, Color: Steel Gray Tempest 9194TM	1	PLG
23-36-7500	<	ALS Three (3) Drawer Storage Unit, Below L/S/S Counter All drawers utilize Locking Southco Polished Stainless Steel latches.	1	PLG
23-39-S000		** SPECIAL OPTION REQUEST **	1	PLG
23-39-S001	S <	Auxiliary Switch Panel, LSS There shall be a six (6) switch auxillary panel located under the upper cabinet in the LSS. It shall contain, Suction, Oxygen, Door lock/unlock Dome lights left, dome lights right and exhaust fan. Please leave suction switch in main panel as well. Duplicate	1	PLG
23-39-S002	S <	(2) Glove Storage on 45* Cabinet Door Storage of (2) glove boxes on inside of door with hand holes cut on door to access gloves. Additional storage will be provided in cabinet with a shelf sized to allow for the gloves stored on the door. A SouthCo Latch will be located at the base of opening, near CPR seat, LSS side. Locate hinge to rear side of vehicle. Design TBD engineering review.	1	PLG
23-39-S003	S <	Drop-in Sharps LSS counter Color: Steel Gray Tempest Cut out for Sharpster: 10 1/2" X 4 1/4" Location:Rear of counter against wall, in counter	1	PLG
23-39-S004	S <	Supply and install "Knox Box" med vault 2 w/wifi,head of L/S/S Knox Box med vault will be active with hot power.	1	PLG
23-39-S005	S <	Upper interior cabinet- Hinged Acrylic Doors (2) Includes two gas shocks per door	1	PLG
LEFT REAR STORAGE CABINET				PLG
23-40-1055	<	Left rear full cabinet,upper,45deg w/Life Defender lift-up restocking door Sliding cabinet doors w/lift-up restocking - 45 deg hinged door to be a White Acrylic overlapping door to act as a dry-erase, writing surface. Includes (1) adjustable shelf, installed in the restocking portion of the cabinet and (1) adjustable shelf, installed in the 45 degree portion Includes Austin Life Defender Lift Up Restocking Door.	1	PLG
23-42-1010	>	Delete Left Rear Counter (Only valid with certain options, see notes)	1	PLG
23-45-S000		** SPECIAL OPTION REQUEST **	1	PLG
23-45-S001	S <	upper interior cabinet- Hinged Acrylic Door Includes two gas shocks	1	PLG
RIGHT REAR CABINET				PLG
23-70-0850	<	Right Rear In/out to Compartment "E", Facing Center Aisle In / Out:	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
		Dimensions: 8" wide 40 1/2" high - (with 72" & 75" Headroom)		
		Dimensions: 8" wide 36 1/2" high - (with 68" Headroom)		
		With Hinged Acrylic Door		
		INTERIOR CABINET DOORS		PLG
24-10-3M00		Cabinet doors, Polycarbonate/Acrylic, Tinted	1	PLG
24-15-1000	<	Handles, full length, sliding doors SAE J3058 Compliant	1	PLG
24-20-1000		Positive closure devices hinged doors	1	PLG
24-25-1000		Unistrut, interior cabinet shelves, "Mini"	1	PLG
		ENTRANCE DOORS		PLG
24-30-2000		Ent. Door panels, 3 section	1	PLG
		ABOVE DOOR HEAD BUMPERS		PLG
24-35-0100		Side Door Head Bumper	1	PLG
24-35-0500		Rear Door Head Bumper	1	PLG
		GRAB RAILS		PLG
25-10-1000		Grab rail, 72", s/steel, over squad bench	1	PLG
25-10-1500		Grab rail, 72", s/steel, over cot	1	PLG
25-10-3570	<	Grab rail, "L" Shaped, Facing Stepwell - (Requires a fwd Cabinet) Grab rail mounted on the "step area" side of the forward custom squad bench cabinet.	1	PLG
25-10-3600		Grab rail, 18", at rear entrance doors, (2)	1	PLG
25-11-1A00		Grab rail, 45 deg, side entrance door, (1)	1	PLG
25-12-2000		Grab handle, spring loaded, rear ent door (2)	1	PLG
25-49-S000		** SPECIAL OPTION REQUEST **	1	PLG
25-49-S001	S <	12" grab rails Shipped Loose. Ref: 25-10-V012	1	PLG
		SEAT BELTS		PLG
25-50-2000		Seat belt, attendant seat, Qty (1)	1	PLG
25-51-2026		(2) Six point Seat Belt Harnesses w/ Cft Pads - Curbside (MiM w/o Pt Restraint)	1	PLG
25-51-2036		(1) Six point Seat Belt Harness w/ Comfort Pads - Street Side Double Wide Seat	1	PLG
		COT MOUNT and COT MODEL		PLG
26-35-1000	<	Power Load Fastening System w/Floor Plate, NO Mini Rail (SAE Compliant) Stryker Power Load All components provided by PL Custom. PL Custom will supply and install a Stryker Power Load Cot Fastening System w/inductive charging, and Floor Plate. Does not include Mini Rail or Mass Casualty Floor Plate for Mini Rail. Does not include cutout in the floor for the installation of a Mini Rail Plate. Requires 15 amp Battery Charging circuit. The Power Load charging circuit will be wired 12V hot unless otherwise specified.	1	PLG
26-35-1374	<	Install Stryker Floor Plate 4.5" forward from inner edge of rear sill plate This position is the maximum the cot can be in order to not raise the rear step.	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
		Mini Rail Plate will be moved along with the Floor Plate - if applicable.		
26-46-S000		> ** SPECIAL OPTION REQUEST **	1	PLG
26-46-S001	S	Stryker Cot, Power Load-SAE Compliant, Power-Pro XT Model 6506SMRT	1	PLG
26-46-S002	S	Allowance for Stryker product yearly cost increases	1	PLG
		I.V. HOLDER		PLG
26-50-1M20	< >	Rubber I.V. holder, dual, recessed, Raceway, (ILOS over cot) Location: Forward edge of IV Holder to be between 30-40" from Front Head Bumper.	1	PLG
26-50-2120	< >	Rubber I.V. holder, dual, recessed, Raceway, (ILOS over squad bench) Location: Rearward edge of IV Holder to be 30"-40" from Rear Head Bumper.	1	PLG
		INTERIOR COLORS		PLG
27-10-1000		Ceiling, white Thermoplastic	1	PLG
27-10-1500		Upper Laminate - Fashion Grey D381-60	1	PLG
27-10-4200		Lower Laminate - Fashion Grey D381-60	1	PLG
		INTERIOR UPHOLSTERY		PLG
27-20-5000		Upholstery, Flat-Seamless	1	PLG
27-20-5800		Upholstery Color: Brt. Blue	1	PLG
		ATTENDANT SEAT		PLG
27-35-2000		Attendant seat mounted in center position	1	PLG
27-36-3200		Blue, Attn Seat, EVS 18703,w/Child Seat,3 Pt. Harness, ABS Back,Swivel, Sewn	1	PLG
27-37-0120		** Confirm Seat color** - BRIGHT BLUE is the vehicle upholstery color	1	PLG
		FLOORING		PLG
27-52-4300		Loncoin II Flecks, (disc) Black Topseal (C150TS)	1	PLG
27-55-2000		Flooring rolled up side walls 3"	1	PLG
		CAB CONSOLE		PLG
27-72-1100	< >	Type I, Floor Mount, switches, siren/radio-(Includes cup holders) -Dodge (2) Cup holders are included in the lower portion of the console	1	PLG
27-75-0100		**No Radio Cut-Outs to be provided in Cab Console**	1	PLG
27-75-2000	< >	Map Box, Type I, Behind Cab Console -(1 model available for Classics) includes (1) lexan divider	1	PLG
		MISCELLANEOUS INTERIOR		PLG
28-45-1300	< >	Glove box holder for (2) Boxes recessed -over Side ent door Storage for (2) glove boxes over side entrance door with a hinged, lexan door and front facing access holes.	1	PLG
		NOTE: Width of right front upper cabinet must be decreased by approx. 3" as it will interfere with the glove box storage.		
		Fits: (2) * Boxes @ 9-5/8" x 5" x 3-1/8" ea.		

PART NO	S	DESCRIPTION	QTY	ID
28-50-1000		Fasten Seat Belt/No Smoking Sign	1	PLG
29-90-S000		** SPECIAL OPTION REQUEST **	1	PLG
29-90-S001	S	IV Warmer, Smithworks 12Volt, Shipped loose	1	PLG
		OXYGEN AND SUCTION		PLG
30-10-1000		Oxygen Outlet, Amico, dual, Life Support Station Switch Pod	1	PLG
30-10-2000		Oxy Outlet, Amico, single, right side- In Overhead Cabinet	1	PLG
30-10-5040	< >	Recessed Oxygen Port in ceiling raceway, Front-Right side Flow selector control The oxygen port will be located approximately 36" (+/- length of O2 mounting plate) from the front head bumper. This oxygen port will be controlled by the constant flow selector valve and the O2 outlet at the right side. The constant flow selector valve is included in this option . The hose from the valve to port will be routed as inconspicuously as feasible based on cabinet design. The O2 outlet is not included in this option, therefore one must be selected.	1	PLG
30-20-1000		Oxygen Solenoid, Amico, w/ manual override & switch	1	PLG
30-30-1000		Suction pump, electric, Sscor, Switch in Rear Main Switch Panel	1	PLG
30-30-2400		Collection Bottle, SSCOR Disp.w/ canister clip, White Regulator (KKK Compliant)	1	PLG
30-30-3000		Vacuum Outlet, Amico, w/diamond adapter, LSS Sw Pod	1	PLG
30-40-1000	< >	Oxygen Gauge, tank pressure, 2", (LSS Area) Note: When a "45 degree" upper cabinet is selected, the 2" gauge is located on the 45 degree cabinet fascia. When a "squared off" upper cabinet is selected, the 2" gauge is located in the LSS switch-pod, just beneath the SSCOR regulator.	1	PLG
30-50-2200	< >	Oxygen Bottle Holder, Steel, "M" Cyl, Sentramatic For Steel "M" size tank The Bracket is located on the "Aft" wall.	1	PLG
30-60-4000		Regulator, Oxygen, Large Tank, (PLC-9662)	1	PLG
30-80-1000		Wrench, Oxygen Cylinder - (wall mounted)	1	PLG
		ELECTRICAL		PLG
40-00-0500	<	Electrical System Warranty The Electrical System shall be warranted for the life of the unit, as long as the original purchaser shall own it.	1	PLG
40-00-1200		Electrical 12 VDC, Classic-Series	1	PLG
40-00-1900		Electrical 12 VDC Specifications	1	PLG
		CAB ELECTRICAL		PLG
41-20-0850		Batteries, Dual Dodge OEM, 1460CCA -(under hood) (Cummins Diesel)	1	PLG
41-30-3750		Module Activation, Ignition Switch	1	PLG
41-50-1000		Cab Under hood & Fender Electrical Connectors - Deutsch Type	1	PLG
		SWITCH PANEL		PLG
42-10-1000		Voltmeter, Digital 8 to 18 volt, lighted	1	PLG
42-10-2400		Low Voltage Alarm, Indicator & Cancel Switch	1	PLG
42-15-2500	>	Rocker Switches, Carling Contura V	1	PLG
42-20-0500		Battery On indicator light	1	PLG
42-20-1000		Warning Indicator, Door open, Red	1	PLG
42-20-2000		Warning Indicator, Compt open, Amber	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
42-20-3000		Warning Indicator, Audible alarm, Door/Compt	1	PLG
42-20-4200		Warning Ind/Audible, Parking Brake, Dual-Mode Alarm	1	PLG
42-21-0900		** Gooseneck Light Not Included with Vehicle **	1	PLG
42-25-6270	<	High Idle Activation, Dodge Chassis Activated by front console switch, requires park brake to be applied	1	PLG
42-30-1000		Back-up alarm, w/resetting cancel switch	1	PLG
42-35-2570	<	(1) Work Light, Whelen 3" LED, Red, Overhead Cab, Above Driver Light located above Driver in Cab The switch for this light will be located in the front console.	1	PLG
42-35-2572	<	(1) Work Light, Whelen 3" LED, Red, Overhead Cab, Above Passenger Light located above Passenger in Cab The switch for this light will be located in the front console.	1	PLG
42-45-2200	< >	Load Manager/Sequencer, PL Custom/Kussmaul (full time) RESPONSE AND SCENE AMPS CANNOT EXCEED 230 AMP FULL TIME Load Management of Emergency Lights	1	PLG
42-65-1300		Pwr Lock Switch, Entrance, OEM Door switch- (if applicable)	1	PLG
42-65-1500	< >	Remote Keyless Entry w/Chassis Power Door Lock Control OEM door switches control cab & body doors.	1	PLG
42-65-2010		Power Door Lock Switch, Side Entrance Door	1	PLG
42-65-2020		Power Door Lock Switch, Rear Entrance Doors	1	PLG
42-65-2200	< >	Pwr Door Lock Concealed Override Switch, Grille-(KKK) Located in front grille area. This switch location is KKK compliant	1	PLG
42-78-S000		** SPECIAL OPTION REQUEST **	1	PLG
42-78-S001	S	Backup Alarm, With Resetting Cancel Switch, Preco 1059 ILOS	1	PLG
42-78-S002	S	Power Door Lock Switch, LSS switch panel, additional	1	PLG
EMERGENCY WARNING EQUIPMENT				PLG
TRAFFIC PRE-EMPTION SYSTEM INSTALLATION				PLG
43-01-1510	<	Tomar 3065R Emitter, Recessed Mounted Provide circuitry and install utilizing 7 x 3 flange Location: Front of body The Tomar Emitter is to be tied into the sequencer and NOT the load manager. It will have its own switch in the front console and is to deactivate when not in a drive gear.	1	PLG
SIREN				PLG
43-20-4G50	>	Siren, Whelen 295SLSA1, w/diag.	1	PLG
43-20-5000		Siren-Horn Switch	1	PLG
SIREN SPEAKERS				PLG
43-31-4680		Thru Bumper Speakers, CPI SAD/P 3800 Series, (2) Dodge D4500	1	PLG
43-32-0100	< >	Howler -Low Freq Speaker System -(For Whelen 295 Sirens) Certain vehicle models may utilize single or dual speaker systems Unless otherwise specified, Howler is activated with white Contura V momentary switch in front switch panel labeled "howler".	1	PLG
43-50-1000		-No rear Lightbar required-	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
>		CAB MOUNTED LIGHTS		PLG
43-68-G200		> Whelen Independent CAB Flashing Lights, CLEAR Lens package	1	PLG
43-71-1400		(2) Upper Whelen TION LED Grille Light-(2)Red, CLEAR LENS, Chrome Flange	1	PLG
43-71-1626	<	*** Flange & Backing Plate included with TION Light *** Backing Plate Required for mounting in grille	1	PLG
43-71-4500		(2) Whelen TION LED Fender Light, Red, CLEAR LENS, Chrome Flange	1	PLG
		BODY LIGHTING -(Full Catalog PDF here)>		PLG
		FRONT BODY VEHICLE LIGHTS -(Non-Emergency)		PLG
43-A1-0700		(2) 600-Whelen, Directionals -LED,Amb/Arrow, Front -(Loc:F1C&F7C)-Clear	1	PLG
43-A2-0050		* FRONT BODY LIGHTING -w/NO LIGHTBAR (PDF>)	1	PLG
43-A2-0250	<	** (7) Front Upper Lights & Directionals The (4) lights, outboard of the Center light position, shall operate from (1) console switch.	1	PLG
43-A4-2300		*** Whelen Independent Front & Side Body Flashing Lights, CLEAR Lens package	1	PLG
43-A5-0030	< >	Independent - Flash - No Vehicle Flasher - Non Synchronized All lightheads are flashed randomly using internal flashing program, without light to light synchronization.	1	PLG
43-A5-0060	<	Program Flashing Lights to "Action Scan" Whelen flash pattern Lighthead will scroll through all available patterns and repeat	1	PLG
>		FRONT BODY WARNING LIGHTS		PLG
43-B0-0100		9x7, 900 Sup-LED, Red, Front - (Loc: F1)	1	PLG
43-B0-0900		9x7, 900 Sup-LED, Red, Front - (Loc: F2)	1	PLG
43-B0-1250		9x7, 900 Sup-LED, Red, Front - (Loc: F3)	1	PLG
43-B0-2600		9x7, 900 Sup-LED, Red, Front - (Loc: F5)	1	PLG
43-B0-2850		9x7, 900 Sup-LED, Red, Front - (Loc: F6)	1	PLG
43-B0-3200		9x7, 900 Sup-LED, Red, Front - (Loc: F7)	1	PLG
43-B7-0060	S	7x3, 700 Sup-LED, Red, Front -(Loc: F4 Upper) Whelen Primary Side Light package (PDF>)	1	PLG
43-F0-0100		9x7, 900 Sup-LED, Red, Left Side - (Loc: LS1)	1	PLG
43-F0-1100		9x7, 900 Sup-LED, Red, Left Side - (Loc: LS4)	1	PLG
43-F4-0100		9x7, 900 Sup-LED, Red, Right Side - (Loc: RS1)	1	PLG
43-F4-1100		9x7, 900 Sup-LED, Red, Right Side - (Loc: RS4)	1	PLG
		REAR BODY WARNING (Flashing) LIGHTS		PLG
43-H1-0100		**Whelen Independent, Rear Body Flashing Lights - CLEAR Lens	1	PLG
		REAR LIGHT LAYOUT -(No Lightbar or Traffic Advisor) (PDF>)		PLG
43-H5-0120		(3) Rear Upper Lights & (2) Window Level Lights	1	PLG
43-S0-0320		9x7, 900 Sup-LED, Blue, Rear - (Loc: R1)	1	PLG
43-S0-0850		9x7 Sup-LED, Amber, Rear - (Loc: R4)	1	PLG
43-S0-1850		9x7 Sup-LED, Red, Rear - (Loc: R7)	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
Rear Lights at Window Level				PLG
43-S0-2350		9x7 Sup-LED, Red, Rear - (Loc: R10B)	1	PLG
43-S0-3100		9x7 Sup-LED, Red, Rear - (Loc: R11B)	1	PLG
SECONDARY (miscellaneous) BODY MOUNTED WARNING LIGHTS				PLG
43-T5-1200		*** Side Body Flashing Lights, Over Rear Wheel Package	1	PLG
43-T5-1930		M7 -Whelen, Red, Super LED, w/Flange, (2) Over Rear Wheel, CLEAR LENS	1	PLG
FLASHING LIGHTS; OTHER				PLG
43-T6-1520	< >	Safety Lts, (6),3 Per Door- OS Series LED, Amber, Rear Ent Doors, Full time acti Lights are active anytime power is on and doors are open	1	PLG
43-T6-1530	< >	Safety Lts, (3)- OS Series LED, Amber, Side Ent Door, Full time activation Lights are active anytime power is on and doors are open	1	PLG
REAR NON-EMERGENCY LIGHTS				PLG
44-10-1500	< >	Stop/Tail and Turn Signal-Light heads with clear lenses Exterior vehicle Rear Stop/Tail &Turn light heads will have Clear Lenses.	1	PLG
44-10-2510		Stop/Tail, (2) Whelen 600 Series LED -(clear Lens) w/Flange	1	PLG
44-15-1M25		Back-up, (2) Whelen 600 LED, w/Flange, Min. Intensity	1	PLG
44-25-1850		Directional, (2) Whelen 600 LED -(clear Lens) Amber Arrow	1	PLG
AUXILIARY NON-EMERGENCY LIGHTS				PLG
44-30-1000	>	HD Mini Oval Marker/Clearance Lts, LED Front, Rear, (2) Sides	1	PLG
44-30-3000	>	Lower Side Marker, Flash w/Directionals, (2) ea side	1	PLG
44-30-5500		Running Board Illum Lights, (2) , Heavy Duty LED 4" Recessed	1	PLG
44-35-1060	< >	Rear Red Flasher/Brake Light Priority -(for Rear window level lights) For use with Rear Window Level Lights	1	PLG
Not available with CENCOM				
FLOOD LIGHTS				PLG
44-50-1040		(2) Whelen 9x7, 24-LED Opti -Scene Flood, Left side-(Loc:LS2, LS3)	1	PLG
44-50-1140		(2) Whelen 9x7, 24-LED Opti -Scene Flood, Right side-(Loc:RS2, RS3)	1	PLG
44-50-2060		(2) Whelen 9x7, 24-LED Opti -Scene Flood, Rear, (Loc; R12, R13)	1	PLG
44-50-9000		Scene Light Loc. RS2 Above Compt. "D"	1	PLG
44-60-1000		Right Side Scene Lights on with Side Door & Switch in Console	1	PLG
44-60-2000		Left Side Scene Lights w/On-Off Switch Console	1	PLG
44-60-3000		Rear Scene Lights on w/Rear Door Open/Reverse	1	PLG
44-60-4000	<	Rear Scene Lights, On-Off Switch in Console Rear floods switch shall also activate reverse lights.	1	PLG
44-60-5000		Right Side Scene Light Cancel Switch	1	PLG
44-60-6000		Rear Door Scene Light Cancel Switch	1	PLG
44-60-7000		Left/Right & Rear Flood Lights, On In Reverse	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
CLIMATE CONTROL				PLG
45-10-1000		Ventilation, Flow-Thru, (2) Speed, Cast Products Rear Cowl	1	PLG
45-20-3550		Auxiliary Air Conditioning Condenser 12V, Front body -(MED/CLSC)	1	PLG
45-30-1U00		Ducted Heater/Air Cond, Digital Thermostat -Dodge	1	PLG
45-35-1100		Auxiliary Coolant Pump Climate Control System	1	PLG
45-38-1050		Condenser Front Body Mounted on Standard PL Tray Bracket (no lights)	1	PLG
45-39-1020		** Front Body Condenser Stainless Mill Finish	1	PLG
CEILING CONFIGURATION				PLG
45-99-0400		Ceiling Configuration for (10) Dome Lights & 2 Speakers	1	PLG
INTERIOR LIGHTS				PLG
46-10-1Y30		(10) Dome Lights, Whelen (Six Diode)-LED, Hi-Lo (#80C0EJCR)	1	PLG
46-10-2000		Dome Lights Switched to LOW Mode w/Door Open	1	PLG
EXTERIOR COMPARTMENT LIGHTS				PLG
46-20-1075	<	Lights, Ext. Compartments, TecNiq LED E44 Strip Lights (Vertical Linear Lights)	1	PLG
46-20-1350		Oxygen Compartment Light Switch, Located in Rear Main Switch Panel	1	PLG
AUXILIARY INTERIOR LIGHTING				PLG
46-20-2000		Heavy Duty LED panel Light, (Life Support Station Area)	1	PLG
46-20-2550		Panel Light (Life Support Station) Switch, Located in Rear Main Switch Panel	1	PLG
46-25-1000	S < >	Interior Cabinet Lights, TecNiq E44 LED Strip Lights, White Quantity 5 Location: Left Front upper Left Rear Upper Right Front Upper Cabinet over Squad Bench Cabinet over attendant seat	5	PLG
46-30-1100		Stepwell Light, LED, Located at Side Entrance Door	1	PLG
46-40-3M00	<	Windup "checkout" Timer, Side Door , Shoreline only 60 minute windup timer at side door, active with shoreline only	1	PLG
46-40-5000		Dome Lights on "Checkout " Timer Circuit	1	PLG
46-50-1000		Dome Light Switch, (1) Left, (1) Right	1	PLG
46-50-5500	< >	3-way Dome/Rect. Light Master Switch (Front switch panel/Rear main switch panel) 3-way master at Cab Console and Rear Main Switch Panel for ceiling mounted lights. Note: This option is not compatible with 6-Gang aux switch panel options.	1	PLG
46-50-S000		** SPECIAL OPTION REQUEST **	1	PLG
46-50-S001	S <	Momentary switch at side door for dome lights In place of wind up timer. Shall have a 5 minute time out	1	PLG
CHARGING PORTS				PLG
47-20-1000		Charging Ports, Combo 12V/USB-A/C, Loc: LSS Wall	1	PLG
47-20-2000		Charging Ports, Combo 12V/USB-A/C, Loc: Right Front In/out	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
47-20-2500		< > Charging Ports, Combo 12V/USB-A/C, Loc: Left Rear Outlet mounted 14" above the rear counter	1	PLG
47-50-1P40	S	< > USB-A Dual Port, 4.8A, Kussmaul 091-219-5, Mnt'd in single gang lighted sw plate For USB charging, Hot with body power or shoreline Max Output: 2.4 Amp per Port Cab Console	1	PLG
47-50-3P40	S	< > USB-C Dual Port, 90W, Kussmaul 091-280, Mnt'd in single gang lighted sw plate For USB charging, Hot with body power or shoreline Max Output: 45 Watts per Port Cab Console	1	PLG
ANTENNA/COMMUNICATION RADIO				PLG
47-60-0310		< (3) Antenna Leads w/ Base and Cap Installed - Body Roof Unless otherwise specified, lead will route to: (1) Front console (1) LSS (1) Behind Driver's Seat (See PDF Drawing of layout) Factory will drill a hole, mount base and cap at antenna location(s) specified above. Antenna bases are installed with nominal height adjustment. Persons installing antenna whip may be required to perform final adjustment.	1	PLG
47-60-6010	S	< End Connectors, Mini UHF, installed on antenna leads Qty: 3 , Location: All antenna Leads	1	PLG
47-60-6040	S	< > Antenna, VHF, 1/4 wave 152-162 MHZ Provide and install antenna on base. Qty: 2, Location: Right Front & Right Rear ANtenna Bases	1	PLG
47-60-6200		< > Radio Power Lead, Rear Main Switch Panel Includes: (1) Red 10 gauge marked radio 12 volt Hot, 30 amp, (1) Black 10 gauge marked radio ground, (1) Orange 12 gauge marked 12 volt switched, 20 amp.	1	PLG
47-60-6500		< > Radio Power Lead 30 Amp, 10 ga. Cab Console Includes: (1) 12 volt Hot wire with 30 amp circuit protection, (1) 12 volt switched wire with 20 amp circuit protection.	1	PLG
47-60-6505	S	< > Radio Power Leads 30 Amp, 10 gauge Includes: (1) 12 volt Hot wire with 30 Amp protection, (1) 12 volt switched wire with 30 Amp circuit protection. Qty: 1 , Location: Life Support station	1	PLG
47-60-7000		< > Radio Power Lead w/40 Amp Fuse, 8 ga. Behind driver seat Includes: (1) 12 volt Hot wire w/fuse holder & 40 amp fuse, (1) 12 volt switched wire w/fuse holder and 40 amp fuse.	1	PLG
47-60-7005	S	< > Radio Power Leads w/40 Amp Fuse, 8 gauge Includes: (1) 12 volt Hot wire w/fuse holder & 40 amp fuse, (1) 12 volt	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
		switched wire w/fuse holder and 40 amp fuse.		
		Qty: 1, Location: In the HVAC Area, above the Electrical Cabinet		
47-60-S000		** SPECIAL OPTION REQUEST **	1	PLG
47-60-S001	S <	Antenna, 450 Mhz, UHF Right Rear	1	PLG
		MISCELLANEOUS 12 VOLT ELECTRICAL		PLG
48-15-1610	< >	Back-Up 2-Camera System ASA Voyager w/7" Rear View Mirror Replacement Monitor ASA Voyager System Interior camera to be located on the front head bumper. Due to OEM mirror mounting - this option not available for Dodge chassis	1	PLG
48-20-2000		> Speakers w/ On/Off Control Rear Sw Panel	1	PLG
48-50-3155	S <	Intellitec, clock mounted in Custom Location Cost is estimate depending on location requested and additional parts required Feasibility must be evaluated for custom locations and may not be available. Specify Location: On the "E" Compartment Wrapper	1	PLG
48-60-3700		Liquid Spring Control Left Rear Door Open w/ Override switch	1	PLG
48-80-5000	< >	12 Volt Portable Equipment Charging Lead, Behind Drivers Seat The vehicle shall be pre-wired with a 12 volt HOT power lead terminating behind the driver's seat. The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled. Location: Behind the driver's seat with 6ft lead. Connected to common 12V hot circuit. Total capacity of all connected leads/ power points is 20 amps.	1	PLG
48-80-5010	< >	12 Volt Portable Equipment Charging Lead, Behind Passenger Seat The vehicle shall be pre-wired with a 12 volt HOT power lead terminating behind the passenger's seat. The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled. Location: Behind the passenger's seat with 6ft lead. Connected to common 12V hot circuit. Total capacity of all connected leads/ power points is 20 amps.	1	PLG
48-80-5050	<	Power lead, dedicated for Knox Box or Medvault fused at 5 amps, hot at all times PL will provide a dedicated wire fused at 5 amps, wired to Knox Box/ Medvault Location. Wire will be Hot at all times.	1	PLG
48-80-5070	< >	12 Volt Portable Equipment Charging Lead, Exterior Compartment "C" The vehicle shall be pre-wired with a 12 volt HOT power lead terminating in the exterior compartment "C". The wiring shall be 12AWG, and include a power and ground conductor encased loom. The ends shall be capped, and the circuit labeled.	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
		Location: Upper Rear Right Corner of compartment with 6ft lead exposed in the compartment.		
		Connected to common 12V hot circuit. Total capacity of all connected leads/ power points is 20 amps.		
48-90-S000		** SPECIAL OPTION REQUEST **	1	PLG
48-90-S001	S	PREWIRE for hand light	1	PLG
48-90-S002	S	Supply and Install Knox KeySecure 2650	1	PLG
48-90-S003	S	Portable radio chargers in cab	1	PLG
		ELECTRICAL 115 VOLT AC		PLG
		SHORELINE		PLG
51-00-2020		Shoreline, Super Auto-Eject, 20 amp, RED	1	PLG
51-05-1000		Shoreline Location: Left Side, Above Compt. "B"	1	PLG
51-30-2000	<	Shoreline / Battery Charging Status Display Kussmaul Auto Charge Status Center	1	PLG
		Battery Voltage shown on 3-digit LED Display (4) Status LED Indicators for: HIGH VOLTAGE FULLY CHARGED CHARGING LOW VOLTAGE		
51-32-2000		Power Distr Box, 115v, w/20 amp Circuit Bkr	1	PLG
		MEDICAL OUTLETS		PLG
52-10-1000		Hospital Grade Lighted GFCI Outlet, Location: L/S/S Wall	1	PLG
52-10-2000	< >	Hospital Grade Lighted Outlet, Location: Left Rear Outlet mounted 14" above the rear counter	1	PLG
52-10-3000		Hospital Grade Lighted Outlet, Location: Right Front In/out	1	PLG
52-10-3200		Hospital Grade Lighted Outlet, Location: Right Front Upper	1	PLG
52-10-5000	<	Hospital Grade Lighted Outlet, Interior Wall or Cabinet Location: Qty: 2 Location: (1) Above Forward MIM, head of squad bench, on the wall. (1) Rear of Squad Bench, on wall 12" up from squad bench laminate lid between backrest and rear wall	2	PLG
		BATTERY CHARGER / INVERTER CHARGER		PLG
54-10-1M00		Battery Charger, IOTA DLS-30, 30 amp, IQ4 Smart Charge	1	PLG
		PAINT LUSTRE		PLG
60-00-0005		Ten Year Paint Warranty (Paint Lustre)	1	PLG
60-00-0007		Paint Adhesion Testing	1	PLG
		BODY AND CAB PRIMARY PAINT		PLG
60-10-0220		*Body and CabTwo Color (entire vehicle two tone)	1	PLG
60-10-1995	< >	Paint Rear Body Primary Color Only (for Chevron Application) Note: With "Chevron" striping selected, the rear of the vehicle will be painted, the solid single, primary color. -(for Chevron application)-	1	PLG
60-10-2020		Paint Lower Modular Body	1	PLG
60-10-2245	<	Lower Body Paint Color Red Provide Paint Code_____	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
60-10-6030	<	**Paint Upper Modular Body , Color Other Than Unit Standard White, Provide Paint Code _____	1	PLG
60-11-0100	<	Upper Body Paint Color Black Provide Paint Code _____	1	PLG
60-12-3510	S < >	Straight Paint Break, Custom Location Paint break location: Cab: At window level Body: At the bottom of the coves.	1	PLG
60-15-141B	< >	Re-Paint Cab, Two New Colors, w/ Door Jambs Classic (2 door) Specify colors and paint numbers	1	PLG
60-15-1508		Cab Paint Colors Same as Body	1	PLG
		ADDITIONAL VEHICLE PAINT, SECONDARY		PLG
61-05-0008		No Additional Paint Required	1	PLG
61-80-2210		Polycoated Compt & Entr Door Sills, Compt Floors, Area Behind Rub Rails (*Note*)	1	PLG
	>	LETTERING		PLG
65-15-2000		Imitation Gold Leaf Lettering	1	PLG
		REFLECTIVE VINYL BELTLINE STRIPING		PLG
65-39-0300		6" Vinyl Beltline Stripe	1	PLG
65-40-1030		Vinyl Main Stripe Color, Black -(reflective)	1	PLG
65-40-2040		Vinyl Beltline Stripe to have Kick Up from Cab to Body	1	PLG
65-40-3200	S < >	Vinyl Beltline Location Other Location: Lower cab doors in the area of DEF fill. See 16-3517	1	PLG
		REFLECTIVE VINYL STRIPING MISC.		PLG
65-50-0050	S < >	Reflective Tape Stripe 1/2" Location:(1) Paint Break on the cab (1) above beltline stripe no reveal (1) below beltline stripe no reveal	1	PLG
65-50-4020	< >	Reflective White Tape Stripe, 3/4" Outline, on interior of Entrance Doors Reflective White 3/4" Outline This provides the 60 sq.inch required for both general safety and KKK.	1	PLG
65-50-4080	< >	Reflective (Color) Tape Stripe, 3/4" Outline, on interior of Compartment Doors 3/4" outline on the interior pan of all compartment doors COLOR: _____	1	PLG
		REFLECTIVE CHEVRONS		PLG
65-65-0320	< >	Reflexite 6" Chevron Rear Body +Upper CTR panel, no doors. Red & Fluor Lime The two colors are V-98 for red and fluor green. Note: **does not include any curved surfaces, such as the coves, or door trim	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
GRAPHICS				PLG
65-88-4000		Star of Life Decal 32" on Roof	1	PLG
65-90-1000		Frosted, Star of Life, (2) 12" Rear Windows	1	PLG
TECHNICAL RADIO INSTALLATION				PLG
70-10-0550	S <	Technical Radio Installation- Provided by Dealer Radio installation to be provided by dealer, at the dealers facility. Unless stated otherwise all radios, accessories and related wiring will be supplied by the end user	1	PLG
AUXILLARY RADIO EQUIPMENT INSTALL AND MOUNTING				PLG
70-35-2000	< >	Run Customer or Dealer Supplied Cables (See Notes) Qty: From: To:	1	PLG
CHASSIS EQUIPMENT				PLG
75-10-1U00		Stainless Steel Wheel Inserts, Dodge 4500/5500	1	PLG
75-30-1300		Liquid Spring Suspension System (D5500)	1	PLG
75-60-1000		Mud Flaps, Rear, Light Duty Chassis	1	PLG
75-95-2520		Front End-Caster Camber Align	1	PLG
EQUIPMENT				PLG
80-42-4010	<	Technimount Bracket Pro Serie 35-HD Mtg Sys P/N 210-00-PC15-HD Counter NO Lip Location: _____	1	PLG
80-43-7000	<	Bottle Bracket, Dual, Cast Products Duramount Model OA1205 (D Bottle) Model QA1205-DUAL-D-1 Located in the recessed stepwell area Qty (1)	1	PLG
80-50-1000		Prep, Clean & Detail Vehicle for Delivery	1	PLG
CHASSIS				PLG
95-10-010A	<	** Chassis Model Year is not currently available to order Estimated pricing only Pricing and specs subject to change chassis is available.	1	PLG
95-13-250R	<	2025 DODGE D5500, 4x4, 108" CA(PKG: 2YG) DODGE D5500, 4x4, 108" CA (DP0L65) 2YG Wheelbase 192.5" - 108" CA Dual Rear G.V.W. 19,500 lbs. 7,000 lb. Front Axle (Mono Beam) 13,500 lb. Rear Axle Cummins 6.7L I-6 OHV direct diesel injection 24 valve intercooled turbo diesel engine. (ETK) Engine Block Heater Engine Oil Cooler Heavy Duty 6 Speed Automatic Aisin AS68RC Automatic Transmission with overdrive (DF2) Transmission Oil Cooler Diesel Exhaust Brake NEN Stainless Steel Exhaust Rear axle 4.44 with Limited Slip differential	1	PLG

PART NO	S	DESCRIPTION	QTY	ID
		Auto locking hubs		
		Electronic Shift on the Fly Transfer Case (DK3)		
		Transfer Case Skid Plate Shield (XEF)		
		Fuel Capacity: 52-gallon single tank (aft axle)		
		Ambulance Prep Package (AH2)		
		Rear A/C Heater Prep Group (HBC)		
		Dual Alternators rated at 440 Amps (XF7)		
		Voltage Monitoring Auto Idle Up System (XF6)		
		Manual DPF Regeneration (XNR)		
		1460 amp (total) dual Batteries (Diesel)		
		Cold Weather Group (ADE)		
		Engine block heater		
		Winter Front Grille Cover		
		Safety		
		Dual air Bags, passenger side front-impact cancellable air bag.		
		Front height adjustable seatbelts with front pre-tensioners		
		4-wheel Antilock braking system		
		Steering & Suspension:		
		Hydraulic power-assist re-circulating ball steering Power Brakes- Four		
		Wheel Disc		
		Non-independent front suspension		
		Front leading link suspension		
		Front anti-roll bar		
		Front coil springs		
		HD front shocks		
		Rigid Rear Axle		
		Rear leaf suspension		
		HD Rear anti-roll bar		
		HD rear leaf springs		
		HD Rear Shocks		
		Tires/Wheels:		
		225/70R19.5 BSW (6 all season)		
		Continental Brand		
		Front and Rear Wheels 19.5 x 6.00" (steel)		
		Full Size Spare Tire & wheel (TBB)		
		Comfort and Convenience		
		Air Conditioning		
		Cruise Control with steering wheel controls		
		Analog instrumentation display includes; tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, oil temperature gauge, transmission fluid temperature gauge, engine hour meter, compass, exterior temperature, trip computer, trip odometer		
		Warning Indicators include: engine temperature, low oil level, low coolant, lights on, low fuel, low washer fluid, door ajar, transmission fluid temp.		
		Intermittent front windshield wipers		
		SLT CAB TRIM (2YG)		
		Bright Front Bumper with front tow hooks		

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**Solicitation Number: RFP #122123****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and P.L. Custom Body and Equipment Co., Inc., 2201 Atlantic Avenue, Manasquan, NJ 08736 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ambulance and Emergency Medical Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 28, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

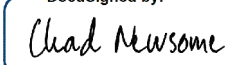
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

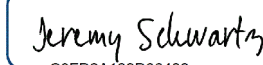
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

P.L. Custom Body and Equipment Co., Inc.

Sourcewell

DocuSigned by:

By: 74D1CB39CD794C1...
Chad Newsome
Title: National Sales Manager
Date: 2/28/2024 | 10:57 AM CST

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/28/2024 | 11:24 AM CST

RFP 122123 - Ambulance and Emergency Medical Service Vehicles

Vendor Details

Company Name: P.L. Custom Body and Equipment Co., Inc.

Does your company conduct business under any other name? If yes, please state: PL Custom Emergency Vehicles (ambulances, remounts, conversions) and Rescue 1 (rescues, command, haz-mat)

Address: 2201 Atlantic Avenue
Manasquan, NJ 08736

Contact: Chad Newsome

Email: cnewsome@plcustom.com

Phone: 732-223-1411 149

Fax: 732-223-8456

HST#: 41-1310360

Submission Details

Created On: Thursday November 02, 2023 12:18:54

Submitted On: Tuesday December 19, 2023 09:44:58

Submitted By: Chad Newsome

Email: cnewsome@plcustom.com

Transaction #: 78308216-683f-4594-be2e-ce3ab8085715

Submitter's IP Address: 47.23.119.67

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	P.L. Custom Body and Equipment Co., Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	PL Custom Emergency Vehicles.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code - O5UV4 SAM Code - CEB2CCKN1HY5	*
5	Proposer Physical Address:	2201 Atlantic Avenue Manasquan, NJ 08736	*
6	Proposer website address (or addresses):	www.plcustom.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Newsome National Sales Manager cnewsome@plcustom.com 732.223.1411 ext. 149	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Newsome National Sales Manager cnewsome@plcustom.com 732.223.1411 ext. 149	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Deborah L. Thomson President debthomson@plcustom.com 732.223.1411	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	P.L. Custom Body and Equipment Co., Inc. (PLCB) is a closely held, independently owned C-Corporation manufacturer, located in Manasquan, NJ. We have been in the business of serving the emergency services community with the manufacturing of ambulances, rescue trucks, and other specialty response units since 1946. We are looking forward to 2024, which will mark our 78th Anniversary. The business was purchased by the Smock Family in 1970 and is under the same management today. P.L. Custom Body and Equipment Co., Inc., DBA PL Custom Emergency Vehicles (PLCEV), manufacturers Type I, Type I AD, Type III, and Type III AD ambulances. As our name spells out, we are a custom manufacturer. We have 175 full time employees at our Manasquan, NJ location. Many of our employees have been with us 20, 25, 30, 35, 40, 45, and yes, even 50 years! The longevity and loyalty are supported by the true family commitment we have for our employees. The tribal knowledge these long-term employees have is invaluable to both our company and our customers. Central to our core values is a dedication to the design and manufacturing of reliable, durable, and serviceable vehicles that are customized to meet and exceed the specific needs of our customers. We are known as a company that stands behind our products and will always do the right thing when it comes to our customers.	*
11	What are your company's expectations in the event of an award?	This is our third bid with Sourcewell, having first started with NJPA in 2018. In the event of an award by Sourcewell for our Emergency Vehicles, we would expect to see a continuation of acceptance by Sourcewell members to work with PLCB and we would actively promote Sourcewell membership to our existing customers. Sourcewell members consistently point out the ease of working with this specific cooperative purchasing program. We believe in Sourcewell so strongly that we recently left the HGAC program to focus solely on Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	P.L. Custom Body and Equipment Co., Inc. had annual revenue of \$ 23,945,455.00 in 2022. This was generated from the manufacture and sale of ambulance vehicles, rescue vehicles, ambulance body remounts, service, and parts sales. Our financial statements for 2022/2021 are included in our submission. We enjoy a strong and long-term relationship with Provident Bank, with credit lines for both chassis and working capital. These credit lines are approved at \$6,000,000.00 total. We also have a relationship with Ford Motor Credit and a chassis credit line of \$9,000,000.00. Our approved interest rate for both of these lines is at prime. Our performance bond rating with NGM Insurance Company is strong and has been maintained for many years at a percentage rate of >1%.	*
13	What is your US market share for the solutions that you are proposing?	Our US market share for our ambulances and emergency vehicles is approximately 5% per the NTEA / AMD annual survey reports.	*
14	What is your Canadian market share for the solutions that you are proposing?	We currently do not market our ambulances in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	P.L. Custom Body and Equipment Co., Inc. is a manufacturer of custom ambulances, rescue trucks, and other emergency vehicles. Answering b) PL Custom Emergency Vehicles is a manufacturer of custom ambulances, remounter of ambulances, and converter of other vehicles for use as specialty response vehicles. We have a strong network of independently owned sales and service dealers in twenty-nine states. These individuals would be considered employees of a third party. Our dealers maintain a sales distribution agreement with P.L. Custom Body and Equipment Co., Inc. which details their respective areas of responsibility, performance expectations, and service requirements. Sales and service in New Jersey is provided by New Jersey Emergency Vehicles (NJEV), a division of PLCB. This staff of 32 sales, service techs, and support staff are all employees of PLCB.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PLCB maintains Certification to Federal Specification KKK-A-1822 Rev. F, Ford QVM, NFPA, CAAS, and OSHA. We maintain manufacturer licenses in all states that require it. We are current members of NFPA, NJBIA, and NTEA/AMD (National Truck Equipment Association / Ambulance Manufacturer Division).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Ford QVM approval rating of 98.5% NTEA/AMD member company since 1987 NTEA/AMD Executive Board Member, Deborah L. Thomson, active member and former chair of the division.	*
20	What percentage of your sales are to the governmental sector in the past three years	90% of our vehicle sales are to government / municipal customers; local / city fire / emergency medical services (EMS) departments, large county fire / EMS departments. 10% of our vehicle sales are to hospital-based EMS providers.	*
21	What percentage of your sales are to the education sector in the past three years	We do not sell to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Since our last Sourcwell awarded contract, we have not continued with the Houston Galveston Area Cooperative (HGAC). Some of our dealers still belong to some state specific cooperatives, such as Pennsylvania Co-Stars and Florida Sheriffs. The dealers have dropped some state specific cooperatives, such as FCAM (MA) and Ohio STS. Here are the annual sales totals that our Sourcwell contract has generated: \$ 5,189,042.00 in 2020 \$ 5,902,831.00 in 2021 \$ 5,316,040.00 in 2022 \$ 5,840,798.00 in 2023 (as of bid submission)	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a contract with the GSA.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Ludlow Ambulance 19 W Hill Rd Ludlow, VT 05149	Stephanie Grover EMS Chief	(802) 228-2880	*
Vestavia Hills Fire Department 1032 Montgomery Highway Vestavia Hills, AL 35216	Scott Ferrell Battalion Chief E.M.S. Division	(205) 978-0225	*
Mishawaka Fire and EMS 3000 E. Harrison Road Mishawaka, IN 46544	David Ray Asst. Chief of Administration	(574) 257-0620	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Pitt County	Government	North Carolina - NC	Medallion Type III AD ambulances	12 Units	\$ 2,400,000.00	*
Chesterfield County	Government	Virginia - VA	Titan Type I AD ambulances Classic Type I AD ambulances	6 Units 4 Units	\$ 3,900,000.00	*
Lee County	Government	Florida - FL	Classic Type I AD ambulances	8 units	\$ 2,019,648.00	*
Palm Beach Gardens	Government	Florida - FL	Titan Type I AD ambulances	6 Units	\$ 3,051,500.00	*
Lutheran Hospital	Non-Profit	Indiana - IN	Classic Type I AD ambulances	4 Units	\$ 1,320,000.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	PLCB currently has a sales force in the field of 75 sales representatives.	*
27	Dealer network or other distribution methods.	Our dealer network is comprised of 18 dealerships in 29 states and the District of Columbia. A listing of our dealer network is uploaded for the bid. The states that have direct dealer coverage are Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, Washington DC, and West Virginia. In states where we do not have dealer coverage, members may purchase factory-direct.	*
28	Service force.	All of our dealers offer full service through their own dealerships in their respective areas of responsibility, not through subcontractors. All sales and service territories are clearly defined with no overlapping areas. In areas where no dealer is present, we partner with either the member's own fleet service department or an independent service provider for warranty support of the product. We have a technical service manager at the factory, along with a service support team, to assist customers in regions without local dealer support.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	PL Custom Emergency Vehicles supports our dealer network and customers with a very thorough and detailed proposal process, including specifications, pricing, and computer aided design (CAD) drawings. These are uploaded in our submission. We maintain a computerized database for each of these projects assigned to a specific dealer or if it is a factory direct sale. Once the paperwork is approved and released to production, the contract coordinator works with the dealers to shepherd the project through to completion and delivery. While most contracts are directly between the customer and the dealer, in the event of a factory-direct sale, the factory will handle all of the contract paperwork. For Sourcewell members, the process starts with the initial inquiry by the member. The member information is sent to the dealer that covers the member's location. The dealer / sales representative would then contact the member directly. We at the factory would support the dealer with the proper proposal format and pricing for the Sourcewell contract. Once the vehicle is contracted with the dealer, the file converts to a booked order and is logged into our production job database. At that time, it will also be coded as a Sourcewell contract. If the contract is to be through the Sourcewell contract, we would document the details of the project and submit the information to Sourcewell on a quarterly basis as required. PL Custom Emergency Vehicles would remit the fee to Sourcewell on behalf of the dealer at time of delivery and receipt of full payment.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	In locations where PLCB has dealer representation (as noted in 27), customer service is handled primarily through the assigned dealer. Customers have access to direct phone numbers, after hours points of contact, e-mail, and fax access, as well as a host of social media platforms. In those areas with dealer coverage, PLCB also stands by to assist with sales and service support, as well as 24-hour service support. In areas not supported with dealer coverage, we maintain committed to customer support (sales / service) with 24-hour phone, e-mail, and social media access points.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As noted above in sections 26, 27, and 28, PL Custom Emergency Vehicles looks forward to building upon the successes of our first two awarded contracts. We have a strong relationship with the team at Sourcewell, attend the annual H2O Supplier Forum, and want to be the premier supplier for Sourcewell members looking to acquire exceptional quality emergency vehicles.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As Canada has different standards for ambulances, we are not currently looking to expand into that marketplace.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	As noted previously in our response to question 27, we have sales and service dealerships in 29 states and the District of Columbia. In those areas not covered by our dealer partners, we can sell factory-direct to Sourcewell members and then partner with either the member's own fleet service department or an independent service provider for warranty support of the product. As noted in question 32 above, we are not currently looking to sell in Canada due to different standards for ambulances in that marketplace.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell participating entity sectors that we would exclude from servicing.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As we do not have any dealers currently serving in Hawaii, Alaska, or in US Territories, we would treat any sales opportunity as a factory-direct sale. Members that choose not to take delivery from PLCB's location can choose to have the vehicles delivered to their location. The cost of this service would be itemized out to the member and billed out as a separate part of the final invoicing.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	If we are fortunate enough to be awarded a third Sourcewell contract, we will continue to educate our dealers and customers as to the benefits of utilizing the Sourcewell contract. The educational part for our sales team is concerned primarily with the benefits of the contract and the procedures that must be followed for proper compliance with our contract. We will continue to distribute printed and electronic supporting documents to our dealers so that they can distribute them to their customers and encourage non-Sourcewell members to join. In addition, PLCB will use all of our web-based platforms, direct mail, print advertising, and in-person interaction to educate current and future customers that we are an Awarded Vendor with Sourcewell. PL Custom Emergency Vehicles attends directly, or by extension through our dealer partners, over 50 trade shows, training forums, and dealer houses each year. At each, we bring signage and promote the utilization of our awarded Sourcewell contract.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	PLCB has two websites for our different product lines; PL Custom Emergency Vehicles (www.plcustom.com) and Rescue 1 (www.rescue1mfg.com). We also maintain a strong social media presence via Facebook, Instagram, YouTube, and LinkedIn. On all of these platforms, we routinely highlight both our status as an awarded vendor for Sourcewell and the value it brings to emergency service providers. Our Facebook and Instagram social media platforms have garnered around 23,000 likes and the reach of these platforms is significantly higher. Our YouTube video views are averaging over 51K.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting awarded contracts and suppliers arising from this RFP should be multi-layered. We appreciate and are well aware of, and follow, your social media activity. The websites, both for members and suppliers, are filled with helpful content. The support that we have received from all of our Sourcewell Development Administrators has been extremely helpful. We have taken a three-step process in order to integrate our Sourcewell awarded contracts into our sales process. They are as follows: Step 1 - All dealerships are given lists of Sourcewell members within their area of responsibility, so that they can specifically go out and approach these "warm" prospects. Our experience is that when a member uses Sourcewell for multiple purchases, the reception to our sales reps is greatly improved. Step 2 - Prior to a demo appointment, the sales representative performs an agency look-up to see if the customer is already a member of Sourcewell. If the customer is, they go to the meeting with a pre-proposal showing the applicable contract model and pricing. If the customer is not a member, the sales representative brings along information about joining Sourcewell as a member. Step 3 - In cases where the customer is not a member, but their funding is provided by their municipal, city, county, or state government, the dealers take the same actions as outlined in Step 2. In some cases, our national sales manager will contact the appropriate finance officer for the funding body to explain and promote the use of our awarded Sourcewell contract for the project.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	PLCB does not have an e-procurement system.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Sales training is offered multiple times during the year at PLCB, as well as at our dealers' locations. Service training for dealers and customers is offered multiple times per year at PLCB and also at dealer / customer locations. Hard copy and electronic training manuals are provided to all attendees. Customer specific tours of our facility are routinely given for customers and they also spend some time during their tours by meeting with engineering and senior management. Pre-construction meetings with customers are held either at the factory or virtually via Zoom prior to final approval packages submitted for customer sign-off. These meetings are chaired by the engineer / project manager working the project. All of the above are provided to our customers and dealers at no charge.	*
41	Describe any technological advances that your proposed products or services offer.	Vehicle Enhancements Using New Technology: 1. AeroClave disinfecting spray systems. 2. Anti-theft devices to secure vehicle when left unattended. 3. Camera systems - 360-degree, rear view, patient compartment, and exterior blind spot cameras with visual and audio monitors in cab. 4. Climate controlled cabinets to monitor for temperature sensitive drugs and saline. 5. Dash cam DVR for recording vehicle activity. 6. Electrical load management with cab mounted indicators and potential load shed when draw exceeds output. 7. Electronic keyless access control for cabinetry and drawers using keypads or smart card credentials. 8. GPS Systems. 9. Idle reduction / mitigation systems to support on scene load demands. 10. MEDS disinfecting spray systems. 11. Narcotics lockers with biometrics, PIN, and proximity cards to control and document access. 12. Onboard vehicle WIFI and wireless routers for telecommunication. 13. Patient compartment audio visual systems for patient comfort over long distance, critical care transportation. 14. Seat belt monitoring systems for cab and patient area. 15. UV lighting upgrades for surface disinfection and air sanitation. 16. V-Mux Multiplexed Electrical systems with integrated diagnostics for vehicle condition reporting. Engineering / Technology: 1. Drive Works for 3D modeling and drawing configuration. 2. Ford IDS (Integrated Diagnostic System) for vehicle diagnostics. 3. Ford NGS (New Generation Star) tester for diagnostics. 4. In-house paint mixing systems for Akzo Nobel Sikkens. 5. John Bean front end alignment machine. 6. OMAX Precision WaterJet System for metals processing. 7. Quote Writer for sales quoting. 8. Radan software for water jet and e-brake. 9. Safran e-Brake for metals processing. 10. SAGE MAS 200 ERP for accounting and inventory. 11. Solid Works Electrical for electrical design and schematics. 12. Solid Works EPDM for storage of engineering data. 13. Solid Works for 3D modeling and design. 14. Thermwood CNC router for cabinet shop.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We offer solar panel technology to support the charging and recharging of the vehicle batteries. This allows the vehicle engine to be shut off and not drain the batteries when the communication radios, temperature-controlled cabinets, computers, etc. are still needed to be active. We offer idle reduction technology for those customers that need to remain on the scene of an incident and want to turn off the engine to reduce emissions into the air. Internally at the company, we maintain recycling of paper, aluminum, and plastic. We recycle delivery pallets back to the original company. Scrap metal, wood, and cardboard are recycled through services specific to recycling. We have embraced a remote work environment and have continued this program post the COVID-19 workplace requirements. This reduces commutation fuel consumption and energy / utility usage here at our factory.	*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any current third-party eco-labels / certifications.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	P.L. Custom Body and Equipment Co., Inc. is a woman owned company. Debrorah L. Thomson is the President of the company and this year, 2023, marks her 45th year with PLCB. Key management positions held by women are noted below: Nancy Buhagiar, Vice President of Operations and Finance Kim Blanco, Human Resources Manager Lena Goodwin, Controller Cindy Straubinger, Service Manager Lisa Croasmun, Quality Assurance Manager	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	P.L. Custom Body and Equipment Co., Inc. is an independent and family-owned manufacturer of custom emergency vehicles and we strongly believe in and practice a hands-on approach to our customers. Accessibility to and interaction with upper management is our normal way of conducting business and engaging with our customers. We answer to our customers, dealers, and employees. This method of conducting business adds value to our customers, and, by extension, to Sourcewell members. The experienced solutions our people offer result in a better understanding of our customers' needs and it yields a strong repeat customer base.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. Our warranties are as follows: 1. General Conversion - 3 year / 36,000 mile 2. Structural Integrity - Lifetime 3. Electrical - Lifetime, 100,000 mile 4. Paint - 10 year 5. Corrosion - 5 year	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Paint Corrosion Warranty has prorated coverage in the 4th and 5th year of the warranty time frame. Components that are manufactured by others are covered by their representative warranties. We facilitate warranty coverage for our dealers and customers in these cases.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, upon request.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All states currently serviced by our dealer network are fully covered for all our customers' warranty needs. In the areas where we may not have dealer coverage, we coordinate with a local chassis dealer, as well as an emergency vehicle service facility, to support the customer with warranty repairs. In some areas, we have set up the customer as a warranty center if they have the ability to perform the work themselves. We offer service training at our location and also at the customer's service center location to support this need.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Some items that are manufactured by others are covered in both our 3-year general conversion and lifetime, 100,000-mile warranties. Other items are covered by the respective manufacturer's warranty - some of which are for longer periods of time. We facilitate warranty coverage for our dealers and customers in these instances. We have several lighting brands that offer 5 year and lifetime warranties on their products. All of these warranties are extended to our customers.	*

51	What are your proposed exchange and return programs and policies?	Warranty Reimbursement Procedure: The dealer service center is contacted by the customer in the event of a warranty repair need. The dealer contacts PLCB for warranty authorization and diagnostic assistance for the reported issue. Warranty Pre-Approval Authorization: All warranty claims require a pre-approved warranty authorization (WA) number. This pre-approval process is required to first, inform PLCB of a warranty problem, but second, and most important, to help diagnose and repair warranty service problems in the field. Payment of warranty claims requires an approved authorization number. Warranty Parts: If warranty parts are required and authorized, PLCB will ship in-stock replacement parts the day the request is made, provided the part is ordered before 2:00pm (EST). Parts that need to be ordered will be either shipped from the parts manufacturer or shipped out the day they arrive to PLCB. Return of Defective Parts: When warranty parts are provided, defective parts must be returned to PLCB within 30 days of the parts being shipped to be processed for credit.	*
52	Describe any service contract options for the items included in your proposal.	Preventative maintenance contracts are offered to our customers through our dealers for annual inspections and chassis maintenance needs. These can be items such as oil changes, fluid checks, transmission service, and battery load testing. Preventative maintenance is highly recommended for optimal performance of the emergency vehicles. PLCB is a Ford Authorized Warranty Service Center, providing bumper to bumper support for our customers with a Ford chassis. Several of our dealers also provide Freightliner and International chassis warranty service coverage to their customers, minimizing downtime when the vehicle is out of service for repair.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Dealer Driven Contracts: Standard payment terms are payment upon delivery of the completed vehicle to the customer. Terms other than that are offered and negotiated on a case-by-case basis. Factory Direct Sales: Standard payment terms are payment upon inspection and acceptance at the factory. Once inspected and accepted, payment in full is expected prior to release of the ambulance. Terms other than that are offered and negotiated on a case-by-case basis. Note: Additional discounts, beyond those already afforded for Sourcewell members, are offered for progress payments to the contract. Payment Method: We allow for payments via check or wire transfer.
54	Describe any leasing or financing options available for use by educational or governmental entities.	While PLCB does not offer any inhouse leasing options, we do work closely with several municipal leasing companies and connect members directly to them. We also recently trained our sales team in using NCL Government Capital, an awarded Sourcewell vendor. This connection was made via the H2O Supplier event this past June. We have attached a flyer that highlights this program as a benefit to Sourcewell Members.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our Order Form is the first indication into the factory that this particular order will be for a Sourcewell member (see upload). Additionally, if a remount or conversion, those order forms also have a check-off to indicate if the order is for a Sourcewell member. Finally, if a demo unit is sold, the Sale of Demo Form also allows the sales representative to identify if the sale is to a Sourcewell member (see attached). We also have a Sourcewell sales reporting form that is used for our quarterly reports to Sourcewell (see upload).
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We currently do not use a P-card payment process for completed vehicles. We do, however, offer this for smaller purchases for parts and service.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Detailed price lists for all of our base vehicles and associated options have been included in our RFP response. This pricing reflects both the MSRP price, as well as the 5% discount on base vehicle models and any options.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing, as submitted to Sourcewell, is discounted from MSRP and is offered with a 5% discount on base vehicle models and options.

59	Describe any quantity or volume discounts or rebate programs that you offer.	For two identical vehicle orders placed at the same time with concurrent delivery: discount \$2,000.00 off of the second unit or \$1,000.00 off of each unit. For three or four identical vehicle orders placed at the same time with concurrent delivery: discount \$2,000 off of 2/3/4 unit or \$1500 per unit. Discounts are also offered for progress payment opportunities.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We supply some items we would consider at be "pass thru" to the customer, such as patient loading stretchers, communication radios, exterior graphics / lettering, and chassis options. We also provide for the installation of customer supplied equipment, such as patient loading stretchers, communication radios, exterior graphics / lettering, small tools, hand lights, and miscellaneous equipment items. Sourced goods or open market price items not on our line item price list are treated as special option pricing and are noted as such in the proposal and final contract pricing. These are subject to our standard cost plus labor pricing process. No additional charges are imposed on these items. We would allow these special options on Sourcewell contract vehicles.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The selling and servicing dealer may offer the end user customer additional technical installation opportunities for radios, computer systems, and other equipment. The selling dealer will also many times coordinate lettering and graphics on the completed vehicle. Assistance with state specific EMS and licensing inspections and motor vehicle registration processing are offered by our dealers as a convenience to the customer.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Most vehicles are picked up at our Manasquan, NJ facility and driven to the customer location after the final inspection at the factory. The vehicle is normally picked up by the dealer / sales representative, taken to their business location for any necessary inspection and motor vehicle requirements. The vehicle is then delivered to the end user customer. PLCB and our dealers have relationships with several transport companies that will pick up the completed vehicle from our manufacturing location and deliver it to the dealer or customer as requested. The need for this increased during pandemic lockdowns and has continued as a convenience to the customer. Our location in New Jersey allows for many options for our customers. We are in close proximity to major international airports and centrally located for transport companies.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have not delivered any units to Alaska, Hawaii, Canada, or any offshore delivery. If needed, transportation would be coordinated by the dealer representative (or factory personnel if a factory-direct sale) and they would coordinate all transportation logistics.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Several of our dealers are from a great distance from New Jersey and will arrange for a final inspection here at the factory with the customer. They will then arrange for a transport company to pick up the completed unit here at the factory for final delivery. Our location in New Jersey affords easy access to our location for dealers, customers, and transport companies. The vehicle transport is quoted separately for each unit based on size and distance to the destination.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We require all orders utilizing the Sourcewell contract to be initially coded as a Sourcewell contract on the incoming Order Form (form uploaded). The pricing for the sale would then be reviewed, validated, and approved by our national sales manager, Chad Newsome. As Sourcewell Supplier Development Administrators can personally attest to, this oversight of our Sourcewell contracts works very well. The contract would then be entered into our Access database. The data is also recorded into a tracking Excel spreadsheet for all Sourcewell contracts. That information is then shared on a quarterly basis with Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The reporting form to Sourcewell (file uploaded) notes the following information: 1. Year 2. Quarter in which delivery occurs 3. Delivery Date 4. Sourcewell Member # 5. Member (account) name 6. Member Address 7. Product Sold (model ID #) 8. Sales Amount 9. Administrative Fee 10. Contract (RFP) Number Internally, we also track if the dealer was invoiced for the administrative fee and whether we have received that fee. Finally, we also track more information internally on each Sourcewell contract. It covers the items above, but also tracks more data, such as: 1. Agency Under Name (ie. Fire Department of the Town that is the member) 2. Date of contract 3. Projected month of delivery 4. Selling Dealer 5. Sales representative 6. Invoice date to dealer for administrative fee 7. Date of payment made to Sourcewell 8. Check #	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	PLCB will offer a tiered administrative fee for Sourcewell. The fee is per contract. \$ 1,000.00 admin fee - 1-5 units \$ 2,000.00 admin fee - 6-10 units \$ 3,000.00 admin fee - 11-15 units \$ 4,000.00 admin fee - 16-20 units \$ 5,000.00 admin fee - 21 or higher units	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our vehicles are produced as Medallion Type III, Classic Type I, and Titan Medium Duty ambulances. In compliance with the RFP language, we have noted all models as Type I, Type I AD, Type III, and Type III AD. Utilizing the Ford, RAM, Chevrolet, Freightliner, and International chassis platforms, the actual choice of chassis brand is based upon the customer's preference and needs. We provide modular ambulance body remounts for Type I, Type III, and Medium Duty ambulances. This allows the customer to retain the value in the original ambulance body and remount it onto a new chassis when the original is worn out due to miles driven and other conditions. This offers a true savings to the customer and also extends the overall value of the ambulance. All of our ambulances are designed with this opportunity in mind. Emergency Medical Units providing first response and ALS (Advanced Life Support) services are offered on a variety of chassis platforms. These chassis can be Ford, GM, or RAM platforms.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our RFP has an expanded offering for increased choices for Sourcewell members. There are thirty different products to offer. They are broken into three different groups: Ambulances - Eighteen different choices, with a wide variety of chassis platform and module sizes. Ambulance Body Remounts - Six different choices, with a wide variety of chassis platforms. Conversion Vehicles - Six different choices, based upon various chassis platforms.
71	Describe available options for customization of the equipment and products offered in your proposal and any related order processes.	A detailed option list is uploaded for our three product segments - ambulances, remounts, and conversions.
72	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	There are six different remount offerings that we are putting forth for the Sourcewell Members. There are also optional components listed for remounts as well in our overall option list. These are uploaded in the documents section.
73	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable Federal and state requirements.	PLCB maintains certifications to Federal Specification KKK-A-1822 Rev. F, Ford QVM (Quality Vehicle Modifier), NFPA (National Fire Protection Association), and OSHA (Occupational Safety and Health Administration). We maintain manufacturer licenses in all states that require it. We are also current members of NFPA, NJBIA, NTEA/ AMD, and CAAS.
74	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	We do not certify to Canadian ambulance standards.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	New *	Remount *	Demo *	Used *	Comments
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75	Type I ambulance units	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	PLCB is offering new Type I ambulances. We also are offering remounts and demos for the Type I category. We are not offering used ambulances. A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
76	Type I-AD ambulance units	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	PLCB is offering new Type I AD ambulances. We also are offering remounts and demos for the Type I AD category. We are not offering used ambulances. A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
77	Type II ambulance units	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	PLCB does not manufacture Type II ambulances, nor are we offering used ambulances.
78	Type III ambulance units	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	PLCB is offering new Type III ambulances. We also are offering remounts and demos for the Type III category. We are not offering used ambulances. A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.

79	Type III-AD ambulance units	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	PLCB is offering new Type III AD ambulances. We also are offering remounts and demos for the Type III AD category. We are not offering used ambulances. A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
80	Emergency medical transportation vehicles	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.
81	Vehicles used in the delivery of pre-hospital and out of hospital care	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	A listing of all models, relevant specifications, and drawings for each product will be uploaded in the documents section.

Table 14C: Depth and Breadth of Offered Equipment Products and Services - Complementary/Incidental Offering

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
82	Equipment, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types of solutions described in Line Items 75 - 81 in Table 14B above	☒ Yes ☐ No	Our uploaded options list had a variety of optional equipment to outfit an ambulance. In cases where components are not offered by PLCB, we would offer optional equipment and price out as per our answers to questions 60 and 61.
83	Services complementary or incidental to the offering of the solutions described in Line Items 75 - 81 in Table 14B above, including installation, customization, refurbishment, inspection, repair and maintenance, training, and support.	☒ Yes ☐ No	Our uploaded options list had a variety of optional equipment to outfit an ambulance. In cases where components are not offered by PLCB, we would offer optional equipment and price out as per our answers to questions 60 and 61.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing.zip - Monday December 18, 2023 13:26:23
 - [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Wednesday December 13, 2023 10:56:07
 - [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Wednesday December 13, 2023 14:14:39
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE-MBE-SBE or Related Certificates.zip - Tuesday December 19, 2023 06:57:08
 - [Warranty Information](#) - Warranty Information.zip - Monday December 18, 2023 15:11:32
 - [Standard Transaction Document Samples](#) - Standard Transaction Document.zip - Wednesday December 13, 2023 10:58:45
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Upload Additional Document.zip - Tuesday December 19, 2023 07:58:56

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Newsome, National Sales Manager, P.L. Custom Body and Equipment Co., Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Ambulance_RFP_122123 Wed November 29 2023 11:17 AM	☒	1
Addendum_1_Ambulance_RFP_122123 Wed November 22 2023 09:10 AM	☒	1



City Council

Meeting Date: December 16, 2025
Meeting Time: 6:00 PM
Agenda Item No: 12.b
Item Description: 2025.174 Approval PW Purchase Loader/Plow
Submitted By: Jeff Demers, PW Director

Key Terms:

The Department of Public Works and Capital Committee identified as part of the 5-year CIP the need to replace aging heavy equipment essential for road maintenance and snow removal operations.

Executive Summary:

Public Works is requesting to purchase a new 2025 Caterpillar 938 wheel loader including (1) metal pless pro 1048-18LE, with a joystick controller.

Detailed Review:

Public Works is requesting to purchase a new 2025 Caterpillar loader and snow plowing attachments. Sourcewell (See attached document *Understanding How Cooperative Purchasing Contracts Work*) was used in the bidding process (See attached Doc #2 Milton Cat). Public Works is looking for the authorization from Council to move forward with the purchase of one loader and plow equipment from Milton Cat. The loader being replaced, if approved, is a John Deere 2009 with over 14,000 hours. Milton Cat has offered the City \$50,000 as a trade value for the old loader. On 10/13/2009, the City paid \$151,000.00 for it. Getting 15 years of public works construction/winter operations and still receiving \$50,000 as a trade makes the department proud of how the City's vehicle assets are being cared for. The high inflation was not adequately factored into the cost estimate during the CIP budget process, thus the reason for the budget shortfall.

Funding Source:

Public Works is requesting \$329,938.00 for one cat loader and associated plow equipment. Public Works is recommending the City Council authorize the trade of a 2009 John Deere loader for a trade-in value of \$50,000.00. The total owed after trade and cash deposit will be \$204,938.00. This item is located in the FY 2026 Capital Improvement projects

recommendations No- 1 (A) - Vehicle Recommendation, general fund 001 (attached Doc #1 Capital). As noted, the estimate by the director was \$191,017 without any trade. Adding the \$50,000 trade still puts the City at a \$88,921.00 deficit. Staff proposes the following modifications to CIP vehicle purchases this year to prioritize this purchase and cover most of the shortfall of \$88,921. It is suggested that the City defer the purchase the 698 skid steer this year for an estimated savings amount of \$35,700. Defer the purchase the zero turn for an estimated amount of \$45,000. These deferrals would result in a total savings of \$80,700.00 this year. That will leave a remaining \$8,221.00 balance needed. Staff recommends adding that difference to the original lease purchase amount of \$116,017 for a total lease amount of \$124,238.00. The two deferred items would be purchased in FY 26 and show up in the following year's CIP request.

Funding Breakdown

Requested Cat Loader 2025 Total = **\$329,938.00**

Cash deposit from FY 26 Capital = \$75,000.00

Trade value 2009 John Deere Total = \$50,000.00

Total balance owed = \$204,938.00

No Cash purchase of 698 Skid steer = \$35,700.00

No cash purchase Zero turn mower = \$45,000.00

Total cash not to expend out of FY 26 Capital = **\$80,700.00**

Total price to lease = \$124,238.00

Staff Recommendation:

Staff recommends Council approves the purchase one Cat Loader and plow equipment from Milton Cat for a total sum of 329,938.00. Due to the need to move forward with equipment purchase to maintain current pricing, it is also staff's recommendation for Council to waive the requirement for a second reading on this appropriations order. Such a waiver would require the vote of 2/3 of the members present and voting.

Next Steps:

Attachments:

1. fy 26 cip #1
2. milton-cat #2
3. mini excavator ORDER
4. Understanding How Cooperative Purchasing Contracts Work | Sourcewell

FY2026 Capital Improvement Projects Recommendation No. 1 (A) - Vehicle Recommendations, General Fund 001

Description	Year	Request	Cash or DP	Lease	Notes	Capital Projects / Operations Committee Recommendation		
						Cash or DP	Lease	Notes
213 Car for Detective	2010	\$ 41,600	\$ 41,600					Approved, charge to Asset Forfeiture Account
015 Front End Loader	2009	\$ 191,017	\$ 75,000	\$ 1,202	10-year lease	\$ 75,000	\$ 1,202	
698 Skid Steer Loader	2003	\$ 35,700	\$ 35,700			\$ 35,700		
Mid Excavator	New	\$ 170,000	\$ 75,000	\$ 985	10-year lease	\$ 75,000	\$ 985	
698 Mower (to zero steer)	2003	\$ 45,000	\$ 45,000			\$ 45,000		
61 F-600 (Recycling vehicle)	2011	\$ 70,000	\$ 70,000		Alternatively, repurpose retiring ambulance	\$ 70,000		
Marine Unit 202 (rescue boat)	2010	\$ 80,000	\$ 80,000					Approved, charge to Mooring Fund
328 Fire Truck Pumper	2005	\$ 650,000						Approved, authorized to place order

General Fund		\$ 1,283,317	\$ 422,300	\$ 2,187		\$ 300,700	\$ 2,187	
CIP Vehicle Allocation (Recommended)			\$ 422,300			\$ 422,300		
Balance			\$ -			\$ 121,600		Balance to be allocated in Recommendation No. 2
Description	Year	Request	Cash	Lease	Notes	Capital Allocation	Lease	Notes
610 Waste Water Pump Truck	2010	\$ 180,000		\$ 22,386	Lease payment = \$1,865/mo	\$ 22,386		Lease payment = \$1,865/mo
Camera Truck (new)		\$ 400,000	\$ 25,000		Lease payment = \$4,166/mo	\$ 25,000		Lease payment = \$4,166/mo
Wastewater Fund 601		\$ 580,000		\$ 47,386		\$ 47,386		
CIP Vehicle Allocation (Recommended)				\$ 47,386		\$ 47,386		

FY2026 Capital Improvement Projects Recommendation No. 2 - Vehicle Recommendations, General Fund 001

Description	Year	Request	Cash or DP	Lease	Notes	Capital Projects / Operations Committee Recommendation		
						Cash or DP	Lease	Notes
004 Fire Dept Service Pick-up	2012	\$ 64,000	\$ 64,000			\$ 64,000		
Dropped off list in 2025								
General Fund		\$ 64,000	\$ 64,000	\$ -		\$ 64,000	\$ -	
CIP Vehicle Allocation (Recommended)			\$ 64,000			\$ 121,600		
Balance			\$ -			\$ 57,600		Balance to be applied to CIP Project Allocation

Milton



SALES ORDER

11/13/2025

ORDER DATE

SOLD TO: City of Biddeford DPW
D/B/A: _____
ADDRESS: 371 Hill St
CITY: Biddeford STATE: ME ZIP: 04005
PHONE #: 207-282-1579 CELL: _____
Fax #: _____ EMAIL: joseph.lovejoy@biddefordmaine.org
INVOICE TO Customer #: 0610050 P.O.#: 26000416
SHIP TO ADDRESS: 371 Hill Street
CITY, STATE, ZIP: Biddeford ME 04005

Customer #: 0610050
FOB: Biddeford ME
SELL PRICE: \$329,938.00
TRADE IN: \$50,000.00
NET BALANCE: \$279,938.00
STATE TAX: Exempt
SALES TAX: \$0.00
FREIGHT: \$0.00
TOTAL DUE: \$279,938.00
DOWN PYMT: \$0.00
PAYOFF AMT: \$0.00
BALANCE: \$279,938.00

Enter
total
Sales Tax
amount
in \$'s.

DESCRIPTION

MAKE: CATERPILLAR SERIAL #: EZY02953
MODEL: 938 ID #: EQ323692

ATTACHMENTS & NOTES:

2025 Caterpillar 938 Wheel Loader, per our Proposal dated September 26, 2025, including Metal Pless Pro 1048-18LE, with Joystick controller.

Sale is subject to positive City Council vote at their ^{12/16}~~11/18~~/2025 Meeting. *fl*

Contact: Joey Lovejoy 207-468-4653

Condition: NEW PRODUCT

WARRANTY: 7 Year/6000 Hour Premier Warranty

TRADE IN: MAKE: Deere MODEL: 624K SERIAL #: 626677 ALLOWANCE: \$50,000.00
DESCRIPTION: Wheel Loader YEAR: 2009 SOLD TO CUSTOMER # / SALESMAN #: _____

TRADE IN: MAKE: _____ MODEL: _____ SERIAL #: _____ ALLOWANCE: \$0.00
DESCRIPTION: _____ YEAR: _____ SOLD TO CUSTOMER # / SALESMAN #: _____

TRADE IN: MAKE: _____ MODEL: _____ SERIAL #: _____ ALLOWANCE: \$0.00
DESCRIPTION: _____ YEAR: _____ SOLD TO CUSTOMER # / SALESMAN #: _____

My.CAT.com _____ VisionLink _____

CSA or TM&R _____

CVA _____

Rental Conversion / Reverse Months _____

Merchandising Program Code(s) _____

SUBJECT TO CREDIT APPROVAL: ☐ CAT Financing ☐ SMI Financing

FINANCING TERMS:

☒ Net Cash Upon Receipt of Invoice
☐ See Installment Sale Contract
☐ Skip Payment

Other _____

PAYABLE AS FOLLOWS:

Net 30 Days

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

Seller

SOUTHWORTH-MILTON, INC.

BY: Jeff Slade

04

(SALES AGENT)

STORE

ACCEPTED BY: Harry Biron (Nov 13, 2025 08:50:00 EST)
(BRANCH OR SALES MANAGER)

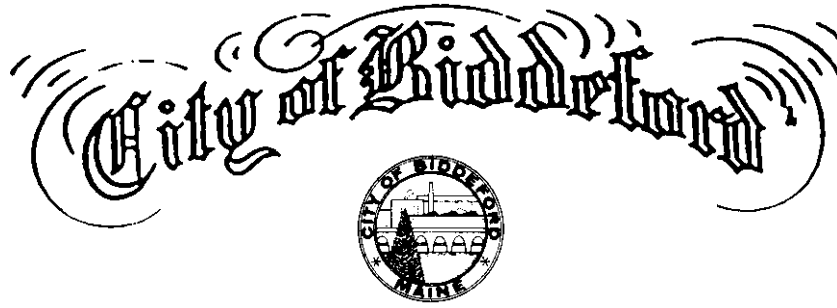
PURCHASER

Print: City of Biddeford ME

By: X *[Signature]*

PAGE 1 OF 2

J.X.L. 12/22/15



2025.174

IN BOARD OF CITY COUNCIL... December 16, 2025

BE IT ORDERED THAT the City Council approves the purchase of (1) 2025 cat loader and plowing equipment not to exceed \$329,938.00. \$155,700 of these Funds for this purchase are reserved in the FY 26 CIP General fund 001. \$50,000 towards this purchase is with the 2009 loader trade value. The city council authorizes the city manager to lease the remainder of \$124,238.00.

Note: \$155,700 of this purchase will be charged to FY26 CIP 21204-60900 Project Code 42201 understanding the zero turn mower and Skid steer will not be purchased as requested in the FY 26 capital.

Attest by: _____

How it Works

Cooperative Purchasing with Sourcewell

IN THIS SECTION

[Cooperative
Purchasing](#)[Solicitation Process](#)[Purchasing](#)[Eligibility](#)[Military Support](#)

Cooperative Purchasing

Save time and money by purchasing from our competitively solicited contracts.

Cooperative purchasing is “Procurement conducted by, or on behalf of, one or more Public Procurement Units” as defined by the American Bar Association Model Procurement Code for State and Local Governments.

Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Our rigorous process is continually refined to best meet the needs of participating agencies and allows us to offer exceptional products from nationally acclaimed suppliers.

All Awarded Contracts →

Solicitation Process

Detailed RFP Solicitation Process (PDF)

Construction Contracting and IFB Information

Our Procurement Team takes care of the entire competitive solicitation process—both request for proposals on general purchases and formal solicitations for construction contracting—so you don't have to. Still have questions? We've got you covered.

Compliance & Legal Information

Develop Request for Proposal

We study our clients' needs and conduct industry research.

Public Notice & Adverti

Advertise RFP notice, and I conference.



Purchasing

Ready to get started? Simply follow these three easy steps to begin realizing the benefits of cooperative purchasing.

We're here to help

1 Register

Any government or education entity can quickly and easily register to participate for free. There are no fees to use our contracts, no commitment, and no obligation to purchase—and the **online registration** takes just a few minutes.

Businesses are not eligible. [Learn about becoming a supplier.](#)

2 Find a Contract

Sourcewell has hundreds of awarded supplier contracts in a wide variety of industries. You can quickly **search contracts by product type**, or browse **construction contracts** by state and county.

3 Contact the Supplier

Once you've located a contract you'd like to utilize, you can quickly obtain a quote, and finalize the sale with the supplier or your local dealer using the contract number and your agency's **Sourcewell account number**. It's that easy!

Eligibility

Participating in Sourcewell is available to all government and education entities.

There is no cost, no obligation, and no liability.

Businesses, private consumers, and for-profit organizations are not eligible.

Register as a Participating Agency

Military Support

Through an Intergovernmental Support Agreement (IGSA), Army installations can now request Sourcewell's support in procuring everything from operational supplies to facility sustainment and minor construction services.

How it works:

- Once onboarded, the installation contacts Sourcewell and makes a request.
- Sourcewell determines if we have the supplies and services on contract.
- Sourcewell gets the quote from the supplier (or suppliers, if applicable).
- Installation approves and Sourcewell issues the purchase order to the supplier.
- Supplies are delivered and services are completed and approved.
- Sourcewell invoices the installation, and Sourcewell then pays the supplier.

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City Council

Meeting Date: December 16, 2025
Meeting Time: 6:00 PM
Agenda Item No: 12.c
Item Description: 2025.175 Approval PW Purchase Mini Excavator
Submitted By: Jeff Demers, Public Works Director

Key Terms:

The Department of Public Works and Capital Committee identified as part of the 5-year CIP the need to purchase heavy equipment for operations. The Department is requesting to add a 2025 Caterpillar 308 compact Excavator with attachments.

Executive Summary:

Public Works is requesting to purchase a new 2025 Caterpillar compact excavator and attachments. Sourcewell (Attached document *Understanding How Cooperative Purchasing Contracts Work*) was used in the bidding process. (See attached Doc #1 Milton Cat) Public Works is looking for the authorization from Council to move forward with the purchase of one compact excavator and attachments from Milton Cat.

Detailed Review:

Public Works is requesting adding this piece of equipment to the fleet to help with ditching, sidewalks, small combined sewer overflow (CSO) projects, along with many other duties, as needed. This new piece of equipment would allow Public Works to get into smaller, tighter streets and areas needed while causing less wear and tear on the roads and reducing the need to move utilities with the larger excavator. Public Works will no longer need to rent this size piece of equipment in the future if it is approved to be added to the fleet.

Funding Source:

Public Works is requesting \$173,700 to purchase one cat compact excavator and associated equipment as seen on Doc #2 Milton/Cat. This item is located in the FY 2026 Capital Improvement Project Recommendation No- 1 (A) — Vehicle Recommendation, General Fund 001 (attached Doc #1 Capital).

Staff Recommendation:

Staff recommends Council approves this purchase. Due to the need to move forward with equipment purchase to maintain current pricing, it is also staff's recommendation for Council to waive the requirement for a second reading on this appropriations order. Such a waiver would require the vote of 2/3 of the members present and voting.

Next Steps:

Should Council approve the purchase, Public Works will be able to get the equipment within 3 to 5 weeks.

Attachments:

1. fy 26 cip #1
2. Milton/Cat #2
3. mini excavator ORDER (1)
4. Understanding How Cooperative Purchasing Contracts Work | Sourcewell

FY2026 Capital Improvement Projects Recommendation No. 1 (A) - Vehicle Recommendations, General Fund 001

Description	Year	Request	Cash or DP	Lease	Notes	Capital Projects / Operations Committee Recommendation		
						Cash or DP	Lease	Notes
213 Car for Detective	2010	\$ 41,600	\$ 41,600					Approved, charge to Asset Forfeiture Account
015 Front End Loader	2009	\$ 191,017	\$ 75,000	\$ 1,202	10-year lease	\$ 75,000	\$ 1,202	
698 Skid Steer Loader	2003	\$ 35,700	\$ 35,700			\$ 35,700		
Mid Excavator	New	\$ 170,000	\$ 75,000	\$ 985	10-year lease	\$ 75,000	\$ 985	
698 Mower (to zero steer)	2003	\$ 45,000	\$ 45,000			\$ 45,000		
61 F-600 (Recycling vehicle)	2011	\$ 70,000	\$ 70,000		Alternatively, repurpose retiring ambulance	\$ 70,000		
Marine Unit 202 (rescue boat)	2010	\$ 80,000	\$ 80,000					Approved, charge to Mooring Fund
328 Fire Truck Pumper	2005	\$ 650,000						Approved, authorized to place order

General Fund		\$ 1,283,317	\$ 422,300	\$ 2,187		\$ 300,700	\$ 2,187	
CIP Vehicle Allocation (Recommended)			\$ 422,300			\$ 422,300		
Balance			\$ -			\$ 121,600		Balance to be allocated in Recommendation No. 2
Description	Year	Request	Cash	Lease	Notes	Capital Allocation	Lease	Notes
610 Waste Water Pump Truck	2010	\$ 180,000		\$ 22,386	Lease payment = \$1,865/mo	\$ 22,386		Lease payment = \$1,865/mo
Camera Truck (new)		\$ 400,000	\$ 25,000		Lease payment = \$4,166/mo	\$ 25,000		Lease payment = \$4,166/mo
Wastewater Fund 601		\$ 580,000		\$ 47,386		\$ 47,386		
CIP Vehicle Allocation (Recommended)				\$ 47,386		\$ 47,386		

FY2026 Capital Improvement Projects Recommendation No. 2 - Vehicle Recommendations, General Fund 001

Description	Year	Request	Cash or DP	Lease	Notes	Capital Projects / Operations Committee Recommendation		
						Cash or DP	Lease	Notes
004 Fire Dept Service Pick-up	2012	\$ 64,000	\$ 64,000			\$ 64,000.00		
Dropped off list in 2025								
General Fund		\$ 64,000	\$ 64,000	\$ -		\$ 64,000	\$ -	
CIP Vehicle Allocation (Recommended)			\$ 64,000			\$ 121,600		
Balance			\$ -			\$ 57,600		Balance to be applied to CIP Project Allocation

Milton



SALES ORDER

11/13/2025

ORDER DATE

SOLD TO: City of Biddeford DPW
D/B/A:
ADDRESS: 371 Hill St
CITY: Biddeford **STATE:** ME **ZIP:** 04005
PHONE #: 207-282-1579 **CELL:**
Fax #: **EMAIL:** joseph.lovejoy@biddefordmaine.org
INVOICE TO Customer # : 0610050 **P.O.#:**
SHIP TO ADDRESS: 371 Hill Street
CITY, STATE, ZIP: Biddeford ME 04005

Customer #: 0610050
FOB: Biddeford ME
SELL PRICE: \$173,700.00
TRADE IN: \$0.00
NET BALANCE: \$173,700.00
STATE TAX: Exempt
SALES TAX: \$0.00
FREIGHT: \$0.00
TOTAL DUE: \$173,700.00
DOWN PYMT: \$0.00
PAYOFF AMT: \$0.00
BALANCE: \$173,700.00

Enter
total
Sales Tax
amount
in \$'s.

DESCRIPTION

MAKE: CATERPILLAR **SERIAL #:** GJ300735
MODEL: 308 **ID #:** EQ319023

ATTACHMENTS & NOTES:

2025 Caterpillar 308 Compact Excavator, per our Proposal dated October 14, 2025, with S50 Hyd. Cpl., TRS8 Rotator, Grapple Module, 12" Dig Bkt., 34" Dig Bkt., 51" Ditching Bkt. and Ripper Tooth.

Sale is subject to positive City Council vote at their 12/16/2025 meeting.

Contact: Joey Lovejoy 207-468-4653

Condition: NEW PRODUCT

WARRANTY: 7 Year/3500 Hour Premier Warranty

TRADE IN: MAKE: MODEL: SERIAL #: ALLOWANCE: \$0.00
DESCRIPTION: YEAR: SOLD TO CUSTOMER # / SALESMAN #:

TRADE IN: MAKE: MODEL: SERIAL #: ALLOWANCE: \$0.00
DESCRIPTION: YEAR: SOLD TO CUSTOMER # / SALESMAN #:

TRADE IN: MAKE: MODEL: SERIAL #: ALLOWANCE: \$0.00
DESCRIPTION: YEAR: SOLD TO CUSTOMER # / SALESMAN #:

My.CAT.com VisionLink
CSA or TM&R
CVA
Rental Conversion / Reverse Months
Merchandising Program Code(s)
Programs: GMP25USA/GMP25NETOP

SUBJECT TO CREDIT APPROVAL: ☐ CAT Financing ☐ SMI Financing

FINANCING TERMS: ☒ Net Cash Upon Receipt of Invoice
☐ See Installment Sale Contract
☐ Skip Payment

Other

PAYABLE AS FOLLOWS:

Net 30 Days

ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

Seller

SOUTHWORTH-MILTON, INC.

BY: Jeff Slade **04**
(SALES AGENT) STORE

ACCEPTED BY: Harry Birón (Nov 13, 2025 09:45:16 EST)
(BRANCH OR SALES MANAGER)

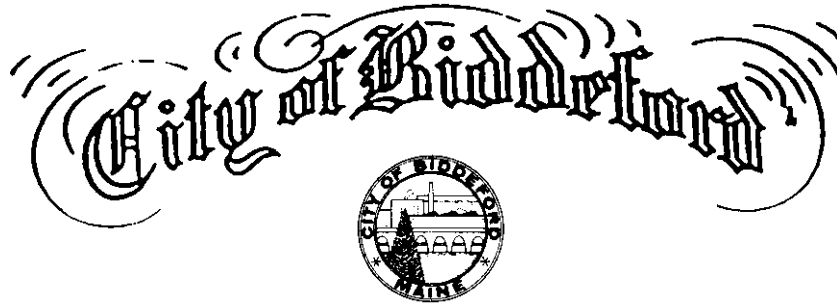
PURCHASER

Print: City of Biddeford ME

By: X

PAGE 1 OF 2

J.X.L. 12/22/15



2025.175

IN BOARD OF CITY COUNCIL... December 16, 2025

BE IT ORDERED, that the City Council approves the purchase of (1) 2025 Mini Excavator not to exceed \$173,700.00. Funds for this purchase are in FY 26 CIP General fund 001. \$75,000 to be paid as a down payment. City Council gives the authorization to the city manager to lease the remainder being \$98,700.00

Note: This purchase will be charged to FY26 CIP 21204-60900 Project Code 42201

Attest by: _____

How it Works

Cooperative Purchasing with Sourcewell

IN THIS SECTION

Cooperative
Purchasing

Solicitation Process

Purchasing

Eligibility

Military Support

Cooperative Purchasing

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All Awarded Contracts →

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Detailed RFP Solicitation Process (PDF)

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Our Procurement Team takes care of the entire competitive solicitation process—both request for proposals on general purchases and formal solicitations for construction contracting—so you don't have to. Still have questions? We've got you covered.

Compliance & Legal Information

Develop Request for Proposal

We study our clients' needs and conduct industry research.

Public Notice & Adverti

Advertise RFP notice, and I conference.



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Ready to get started? Simply follow these three easy steps to begin realizing the benefits of cooperative purchasing.

We're here to help

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- Sourcewell invoices the installation, and Sourcewell then pays the supplier.

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City Council

Meeting Date: December 16, 2025
Meeting Time: 6:00 PM
Agenda Item No: 12.d
Item Description: 2025.168 Approval Council Rules
Submitted By: Mayor Liam LaFountain

Key Terms:

Executive Summary:

This brief summarizes the revisions proposed to Appendix A, *Rules of the City Council*. The objective of these amendments is to strengthen procedural clarity, improve transparency in major municipal actions, modernize committee functions, and more clearly delineate the respective roles of the Council and its committees. All changes are intended to reinforce good governance and ensure consistency with established legal and ethical standards.

Detailed Review:

Rule 1: Duties and Powers of the Mayor or Presiding Officer:

Amendments: None.

Rule 2: Rights and Duties of Members:

Amendments: One amendment to subsection (n).

Subsection (n): Agenda Posting Requirement:

The agenda for regular meetings must be prepared and publicly posted by 4:00 p.m. six days preceding the meeting. This establishes a consistent timeline for public notice while allowing flexibility in the actual meeting date when schedules shift due to holidays or other disruptions.

Rationale:

The revision ensures predictable access to meeting materials for Councilors and the public while maintaining necessary flexibility in scheduling. It strengthens transparency and supports consistent Council workflow.

Rule 3: Proceedings and Debates

Amendments: Subsections (q)(2) and (q)(3) amended to correct errors.

Subsection (q)(2) and (q)(3): Technical Corrections

These subsections were revised to correct minor drafting errors.

Rule 4: Ordinances; Resolutions; Orders

Amendments: New subsection (d) added.

Subsection (d): Enhanced Approval Requirements for Major Municipal Actions

A two-thirds Council vote and readings on two separate days (unless waived by a two-thirds vote) are required for:

- Joint Development Agreements (JDAs), Master Development Agreements (MDAs), and amendments thereto;
- Credit enhancement or TIF agreements;
- Any sale, purchase, or swap of City-owned land;
- Any authorization or use of eminent domain;
- Any contract with a private entity whose total potential duration exceeds five (5) years, including automatic renewals, extensions, or optional terms.

Rationale

These actions are among the City's most consequential and, in several cases, near irreversible. They often involve long-term financial commitments, the disposition or encumbrance of municipal assets, or binding development decisions. The heightened voting threshold and two-reading requirement ensure broad consensus, transparent deliberation, and adequate time for public understanding before the City undertakes actions with generational impact.

Rule 5: Committees

Amendments: Subsections (c), (d), (e), (h), (1), (2), (3), and (5) updated.

Subsection (c): Capital Projects/Operations and Policy Committees

Clarifies composition, associate-member roles, quorum requirements, and identifies appointment of the Chair.

Subsection (d): Personnel Committee Composition

Clarifies appointment of the Chair.

Subsection (e): Traffic Committee Composition

Clarifies membership, including the associate member role and one non-voting student member. It also clarifies appointment of the Chair.

Subsection (h): Committee Authority and Reporting

Clarifies that committees operate as subagents of the full Council, may act only within authority delegated by Charter, ordinance, or law, and shall report regularly to the Council.

Subsection (1): Finance Committee Duties

Refines language to align with Charter and Code of Ordinances provisions.

Subsection (2): Personnel Committee Duties

Modernizes and clarifies responsibilities, including:

- Review of salaries for department heads and the City Manager;
- Review of workforce, vacancy, retention, and turnover data;
- Clarified participation by one or more members in interviews and exit interviews when

requested;

- Reviews new positions, reclassifications, and major organizational changes to understand policy, workforce, and fiscal impacts;
- Review of employment and separation agreements for awareness and fiscal understanding;
- Authority to recommend changes to personnel policies and ordinances;
- Reaffirmation as the fair-hearing authority in termination proceedings and adds appellate authority for progressive discipline;

Subsection (3): Capital Projects and Operations Committee Duties

Clarifies responsibility for five-year capital planning, infrastructure review, and recommendations related to annual CIP project funding.

Subsection (5): Traffic Committee Duties

Clarifies authority over traffic, parking, bicycle, and pedestrian matters within Chapter 42 of Code of Ordinances, and authorizes the committee to request traffic studies and data.

Rationale

These updates modernize committee structures, clarify delegated authority, and align committee duties with current operational needs. The revisions reinforce the distinction between legislative oversight and administrative functions, ensuring committees operate within more clearly defined parameters.

Rule 6: Rules

Amendments: Subsections (a) and (b) amended; new subsection (c) added.

Subsection (a): Suspension of Rules

Clarifies that rules or orders may be suspended only by a two-thirds vote of members present.

Subsection (b): Amendment of Rules

Clarifies that rules may be repealed or amended only with the concurrence of two-thirds of the full Council.

Subsection (c): Amendment of Council Orders (New)

Establishes that Council orders may be repealed or amended only by a majority of Council members.

Rationale

These changes consolidate and standardize procedures for suspending, amending, or repealing rules and orders. Establishing clear thresholds improves consistency, reduces ambiguity, and aligns procedural requirements across related sections.

Funding Source:

None

Staff Recommendation:

Adoption of the proposed amendments is recommended. The amendments are intended to improve procedural clarity, strengthen oversight of major municipal actions, and modernize committee roles to align with current governance needs.

Next Steps:

Amendments to the Council rules will require two readings.

Attachments:

1. 2025.168 Rules of the Council

City of Biddeford



2025.168 IN BOARD OF CITY COUNCIL... , December 16, 2025
BE IT ORDERED, that the City Council of the City of Biddeford does hereby adopt
Code of Ordinances, Appendix A -Rules of the Council as attached.

December 16, 2025

January 6, 2026

Attest by: _____
Robin Patterson, City Clerk

APPENDIX A

RULES OF CITY COUNCIL

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

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

GENERAL REFERENCES

City Council — See Charter, Art. III.

City Council — See Ch. 2, Art. II.

Sec. A-1. Rule 1: Duties and powers of Mayor or Presiding Officer. [Amended 11-19-2024 by Ord. No. 2024.190]

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

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

- e. The Mayor may speak to points of order in preference to the members.
- f. When the Mayor desires to express his opinions on any subject, the Mayor shall yield the chair to the President of the Council, if present, or any other member.
- g. The Mayor shall appoint all standing and special committees of the City Council and the Chairs thereof, except the Chair of the Finance Committee, which shall be chaired by the Council President, and all such mayoral appointments shall receive confirmation by the City Council.
- h. Upon the Chair's inability to maintain order and in the event that either a Councilor or a member(s) of the public fail to comply with any of the rules or other rules as adopted by the Council regarding decorum and order, the Chair shall immediately recess the Council. If upon resumption of the meeting order and decorum are unable to be maintained, the Chair shall call for the immediate adjournment of the meeting and conduct no further business.
- i. The Mayor shall call regular meetings of the City Council to order at 6:00 p.m. on the first and third Tuesdays of each month, and regular meetings shall adjourn by 9:00 p.m. unless a majority of the Councilors present and voting, agree to extend the meeting for an additional hour to continue to 10:00 p.m. Beginning at 10:00 p.m., any motion to extend the meeting for one-hour increments shall require a two-thirds vote of the members present and voting. No extension past midnight shall be permitted unless all Councilors present vote unanimously to allow the meeting to continue beyond 12:00 a.m. All regular and special meetings of the Council, including, but not limited to, Council workshops and public hearings, will be held in the Council chambers, unless a majority of the Councilors agree to a different location.
- j. When, as required by law, the City Council must act as municipal officers, they shall do so during a Council meeting. At each regular Council meeting there shall be two periods of the "public addressing the Council" for a total of up to 30 minutes, when the residents of Biddeford shall be afforded an opportunity to address the City Council on any item of City business which is not before the Council as an order of the day on the Council agenda, over which the Council has direct control, not to exceed three minutes per speaker during the first such period and five minutes per speaker during the second period. The first such period shall take place near the beginning of the meeting for up to 15 minutes, and the second period towards the end of such meeting for 15 minutes plus any unused portion of time from the beginning of the same meeting. The same person may not speak more than once in any evening without the majority vote of the Council.

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

- a. At all meetings of the City Council, each member shall occupy the seat assigned to him or her by the Mayor at the first meeting of said Council.
- b. Unless excused, every member shall take notice of the day and hour to which the Council stands adjourned and shall give his or her punctual attendance accordingly; and shall attend all special meetings properly called.
- c. Every member, when about to speak, shall raise his or her hand and upon recognition by the presiding officer shall respectfully address the presiding officer, confine himself or herself to the question under debate, and avoid personalities. No member will be allowed to speak while out of his or her place. Debate must be confined to the merits of the pending question. Members must maintain a courteous tone, especially in reference to any divergence of opinion and shall avoid injecting any personal note into the debate. Members must never attack or make any allusion to the motives of members.

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

~~shall provide for delivery of any agendas after noon on the Friday preceding the meeting.~~

- o. Each member, when sending an email correspondence from the City email system, shall include the following disclaimer:

NOTICE: Under Maine's Freedom of Access (Right to Know) Law, documents, including emails, in the possession of public officials about City business are classified as public records. This means if anyone asks to see them, we are required to provide them. There are very few exceptions. We welcome citizens' comments and want to hear from our constituents, but please keep in mind that what you write in an email is not private and could show up in the media.

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

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

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

First	To adjourn
Second	To lay on the table
Third	For the previous question
Fourth	To commit
Fifth	To postpone to a day or event certain
Sixth	To amend
Seventh	To postpone indefinitely

Which several motions shall have precedence in the order in which they are arranged.

- g. No motion to postpone or commit shall be allowed twice on the same day in the same stage of the ordinance or proposition.

- h. A motion to previous question shall only take effect when approved by a majority of the Council; and until it is decided, shall preclude all amendments and further debate of the main question.
- i. A motion for reconsideration of a vote shall be open to debate, and only by a member voting with the majority; and only one motion for the reconsideration of any vote shall be permitted.
- j. No motion or proposition on a subject different from that under discussion shall be admitted under color of an amendment.
- k. The divisions of a question may be called for when the sense will admit it.
- l. All orders, resolves and reports may be committed or recommitted at the pleasure of the Council.
- m. When the reading of a paper is called for which has been before read to the Council, and the same is objected to by any member, the question of reading shall be determined by a vote of the Council.
- n. When two or more members happen to request to be recognized at the same time, the presiding officer shall name the member who is to speak first.
- o. The yes and no votes shall be taken on any question, upon the request of any member present.
- p. Any public comment on any Council order, resolve or ordinance, when allowed by state law or the Council shall not exceed three minutes per individual speaker. Such persons shall be permitted to speak only once on an item and shall confine their remarks to the merits of the order, resolve, amendment or ordinance before the Council.
- q. Procedure for addressing the Council on agenda items or during the municipal officers meeting:
 - (1) No public comment shall be permitted on the following agenda items: personnel matters, informational reports or communications from boards and commissions, staff or other organizations or entities; appointments and administrative action implementing prior action to the Council where that prior action had permitted public comment.
 - (2) On items other than those set forth in Subsection 8q(1) above, public comment shall be permitted prior to final Council action. Except as specifically decided by the Council, such public comment shall occur at the advertised public hearing and/or at the first and second reading of such item if such item requires two readings. The public also may address the Council on proposed amendments at either the first or second reading.
 - (3) Persons wishing to address the Council on an item which appears on the agenda, and upon which public comment is permitted under Subsections 8q(1) and (2) above, shall wait until the presiding officer announces the consideration of such item, at which time they may address the Council on that particular item. Any presentation on an issue or introductory information regarding the issue shall be presented prior to the public requesting or receiving an opportunity to address the Council. Once the Council has begun its deliberations on an item, no person shall be permitted to address the Council on such item. This subsection does not pertain to City staff or members of the public who may be called upon by the Chair or a member to give clarification on an issue under consideration by the Council.
 - (4) Any person wishing to address the Council shall signify such desire by raising his or her hand and, when recognized by the presiding officer, such person shall thereupon request permission to address the Council, shall sign in giving his or her name and physical address and designating the subject matter to the Chair. A dialogue between the person addressing the Council and the

Mayor or the Councilors shall be allowed at the sole discretion of the Chair.

- (5) Persons present at Council meetings or at a municipal officers meeting shall not interrupt, nor applaud or otherwise express approval or disapproval of any statements made or actions taken at such meeting.
- (6) The presiding officer may limit or cut off any commentary that he or she determines is not germane or that is discourteous, slanderous, abusive, or not in accord with good order and decorum. This will be prompted by a call to order by any member when appropriate.
- (7) No public comment shall be allowed on matters related to ongoing or threatened litigation involving the City, its elected officials and/or employees. A person who shall continue to violate these rules, after warning by the presiding officer, shall be ejected. The Council may, at its discretion, suspend or prohibit a person from addressing the Council or the municipal officers.

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

- a. All orders and resolutions imposing a penalty or authorizing the appropriation of money shall have more than one reading before they shall be finally passed by the Council.
- b. No ordinance, order or resolution imposing a penalty or authorizing the appropriation of money shall have more than one reading on the same day, except as allowed under Article III, Section 8, of the Charter of the City of Biddeford.
- c. Every new ordinance or amendment to an ordinance shall be read and voted on two separate days in accordance with Article III, Section 8, of the Charter of the City of Biddeford. Article III, Section 8, shall govern the passage of ordinances.
- e.d. In addition to the requirement above, approval of any Joint Development Agreement (JDA), Master Development Agreement (MDA), or amendment thereof; any credit enhancement agreement or Tax Increment Financing (TIF) agreement; any sale, purchase, or swap involving city owned land; any use or authorization of eminent domain; and any contract entered into by the City with a private entity for a period greater than ten (10) years, including contracts with automatic renewals, extensions, or optional renewal terms that could extend the total possible duration greater than ten (10) years shall require a two-thirds (2/3) vote of the City Council. These approvals and agreements shall also require readings on two separate days unless waived by a two-thirds (2/3) vote of the City Council.

Sec. A-5. Rule 5: Committees. [Amended 11-19-2024 by Ord. No. 2024.190]

- a. The following shall be the standing committees of the City Council: Personnel; Capital Projects/Operations; Policy; Finance; and Traffic Committee.
- b. (Reserved)
- c. The Capital Projects/Operations and Policy Committees shall consist of a Chairperson who shall be a City Councilor; two additional Council members; and ~~two-three~~ citizens. The ~~two-three~~ citizen members shall be appointed by the Mayor and confirmed by the Council. One citizen member shall serve as an Associate Member. The Associate Member shall vote only in the absence of any regular member of the Committee. A quorum of the Committee shall be three (3) members. The Chairperson shall be appointed by the Mayor.
- d. The Personnel Committee shall consist of a Chairperson who shall be a City Councilor and three additional Council members. There shall be no citizen members on the Personnel Committee. The Chairperson shall be appointed by the Mayor.

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- e. ~~The Traffic Committee shall consist of the Mayor, three Council members, one non-voting student, and two citizens. The two citizen members shall be appointed by the Mayor and confirmed by Council. A Chairperson, who shall be a Councilor, shall be selected from the voting members. The Traffic Committee shall consist of a Chairperson who shall be a City Councilor, two additional Council members, and three citizens. The three citizen members shall be appointed by the Mayor and confirmed by the Council. One citizen member shall serve as an Associate Member. The Associate Member shall vote only in the absence of any regular member of the Committee. A quorum of the Committee shall be three (3) members. There shall also be one non-voting student member appointed by the Mayor and confirmed by the Council. The Chairperson shall be appointed by the Mayor.~~
- f. (Reserved)
- g. The Council committees are subagents of the full Council which is the sole governing body of the City of Biddeford. The committees are delegated various functions by the full Council and are to provide recommendations upon which the full Council will act except where otherwise specified. The committees will examine the appropriate subject matter before them, collect the facts pertaining thereto and make a report, which will recommend what action, if any, should be taken by the full

Council. Additionally, each committee may take whatever action is specifically authorized by the Charter, ordinance, or state law. The City Council shall receive regular reports of the various Council committees' activities. Such reports shall be scheduled at such times and at such meetings as may be determined by the Mayor and the Council President.

h. In general, the committees shall have the following subject matter before them:

(1) Finance Committee. The duties of the Finance Committee are set forth in the City Charter and Code of Ordinances.

(2) Personnel Committee. The Personnel Committee ~~will~~ shall be responsible for and review all investigate matters pertaining to employment ~~matters~~ with the City of Biddeford. Its responsibilities shall specifically include but are not limited to include the following:

- I. Reviewing the salaries of department heads and the City Manager.
- II. Reviewing workforce data, including employee turnover, vacancy trends, exit-interview summaries, and patterns in employee concerns or workplace issues to identify organizational needs and recommend policy improvements.
- III. Participating in hiring and separation processes:
 - a. Participating on interview panels for candidates for employment, through one or more members of the Personnel Committee, when requested by the City Manager, consistent with applicable laws and established hiring and personnel procedures.
 - b. Participating in exit interviews, through one or more members of the Personnel Committee, when requested by a committee member, consistent with applicable laws and established hiring and personnel procedures.
- IV. Reviewing proposals for new positions, reclassifications, and significant organizational structure changes to assess policy, workforce, and fiscal implications. Job descriptions for newly created or substantially revised positions may also be reviewed to inform the scope and intent of the role.
- V. Reviewing all employment agreements involving department heads or the City Manager and providing a recommendation to the City Council.
- VI. Reviewing, in executive session, separation agreements involving municipal employees for general awareness and understanding associated fiscal impacts. Such review shall not imply approval authority or involvement in personnel decision-making and shall be conducted consistent with all applicable confidentiality requirements.
- VII. Requesting and reviewing reports from the City Manager on recruitment, retention, workplace climate, staffing trends, and other personnel matters to ensure the Committee has the information necessary to fulfill its policy responsibilities.
- VIII. Reviewing and recommending amendments to Chapter 50 of the Code of Ordinances or other personnel-related policies for Council consideration.
- IX. Serving as a fair hearing authority appellate body in the event of an appeal by a City employee of progressive discipline imposed pursuant to the City of Biddeford Human Resources Policies and Procedures. Also serving as the fair hearing authority appellate body in the event of termination of an employee for cause.

- (2) ~~It shall review the salaries of department heads and the City Manager. In the event of a termination hearing, for cause, it shall serve as a fair hearing authority before whom an impartial hearing shall take place involving the subject municipal employee.~~
- (3) Capital Projects and Operations Committee. The Capital Projects and Operations Committee shall establish a five-year plan for implementation of major capital improvements in the City. It shall review matters involving the Public Works Director, Public Works Department and issues related to municipal infrastructure and public property issues. This committee shall review the City's claims issues, insurance issues, making appropriate recommendations to the full Council when necessary. In addition, the Committee shall review departmental capital requests and recommend to the City Council the Capital Improvement Plan (CIP) projects to be funded annually.
- (4) Policy Committee. The Policy Committee shall be responsible for establishing and recommending ordinance language, Code revisions (except for changes related to traffic movement and parking), and City policy to the full Council. The Policy Committee shall coordinate with the City Planner and the Code Enforcement Officer regarding the amendment, establishment and/or update of the City's land use ordinances.
- (5) Traffic Committee. The Traffic Committee shall be responsible for reviewing matters within Chapter 42 of the Code of Ordinances and any proposed amendments thereto. The Committee may review policies and proposals affecting the City of Biddeford's ordinances and policies relating to traffic movement, parking regulations, and any other matters relating to bicycle, pedestrian and vehicular traffic. The Committee may request traffic studies, data reports, or other relevant information from City departments, including but not limited to Public Works and the Police Department, for the purpose of evaluating safety conditions and making informed recommendations to the City Council.
- i. Each committee meeting is a public proceeding as defined in 1 M.R.S.A. § 402(2). Each committee may hold executive sessions pursuant to the conditions and limitations expressed in 1 M.R.S.A. § 405. Should a committee vote, in public, to proceed into executive session, only those members of the committee shall be present in the executive session.

Sec. A-6. Rule 6: Rules.

- a. The rules or orders of the Council shall be observed in all cases unless suspended by a two-thirds (2/3) vote of the members present, for specific purposes.
- b. ~~No rules or orders~~ of the Council shall be repealed or amended unless ~~the~~ a two-thirds (2/3) majority of the members of the Council concur therein.
- b-c. No orders of the Council shall be repealed or amended unless a majority of the members of the Council occur therein.
- e-d. The above rules and orders are hereby adopted and all rules and orders inconsistent with the above are hereby repealed.



City Council

Meeting Date: December 16, 2025
Meeting Time: 6:00 PM
Agenda Item No: 12.e
Item Description: 2025.177 Approval to Establish Institutional Zone Review Committee
Submitted By: Mayor Liam LaFountain

Key Terms:

Definition of the Institutional Zone:

The Institutional Zone regulates university uses and requires that all campus development follow an approved Institutional Master Plan, which outlines anticipated growth, infrastructure needs, neighborhood impacts, and long-term development patterns. All site plans and major projects within the zone must conform to that plan.

Over time, the scale of institutional activity has increased and carries significant implications for transportation systems, utilities, public safety, neighborhoods, and long-range planning.

Executive Summary:

This brief outlines the rationale for creating the Institutional Zone Review Committee. The Institutional Zone and Institutional Master Plan ordinances, adopted in 2001, have not been comprehensively reviewed in over two decades. Recent institutional projects have highlighted process gaps, inconsistent expectations, and the need for clearer, modernized standards. Public interest in institutional development has also grown substantially, with residents expecting a more transparent, predictable, and participatory process. This ad hoc Committee will conduct a focused review and return recommendations to the Council.

Detailed Review:

Definition of the Institutional Zone:

The Institutional Zone regulates university uses and requires that all campus development follow an approved Institutional Master Plan, which outlines anticipated growth, infrastructure needs, neighborhood impacts, and long-term development patterns. All site plans and major projects within the zone must conform to that plan.

Over time, the scale of institutional activity has increased and carries significant implications for transportation systems, utilities, public safety, neighborhoods, and long-range planning.

Why a Dedicated Committee

A standalone committee is necessary for several reasons:

1. The Planning Board is not the appropriate venue for ordinance development.

The Planning Board is already tasked with continuous project review and carries a high-volume agenda. Asking it to rewrite a complex, city-shaping ordinance would strain its capacity and delay required project work. More importantly, the Board functions primarily as a quasi-adjudicatory body; developing broad policy recommendations is not its core mission.

2. The Policy Committee is also not an ideal fit.

While the Policy Committee routinely handles ordinance updates, the Institutional Zone is unusually large and technical, involving land use, infrastructure, traffic, environmental considerations, public service impacts, fiscal implications, and neighborhood compatibility. Assigning such a comprehensive review to the Policy Committee would risk prolonging the process and crowding out other urgent policy work.

3. The scale and visibility of institutional development warrant focused attention.

Given recent projects that exposed unclear procedures and mismatched expectations, residents have expressed a desire for more structured review, better communication, and clearer long-term planning commitments. A dedicated committee allows the City Council to respond directly to that concern.

4. The ordinance's age and impact justify a specialized, time-limited body.

With a 20+ year-old ordinance and significant implications for the City's growth, infrastructure, and neighborhoods, a tailored effort is the most practical and responsible approach.

Process and Timeline

The Committee will meet frequently, solicit public input, and present:

- **Initial recommendations** by April 2026;
- **Final recommendations** by June 2026.

Any proposed amendments will return to the City Council. Ordinance changes will require two readings at the City Council, and any zoning-related amendments will require Planning Board public hearings before Council action.

Unless ordered by the Mayor and City Council, the ad hoc Committee will dissolve following the 2nd City Council meeting in June or upon the submission of the final recommendation.

Funding Source:

None

Staff Recommendation:

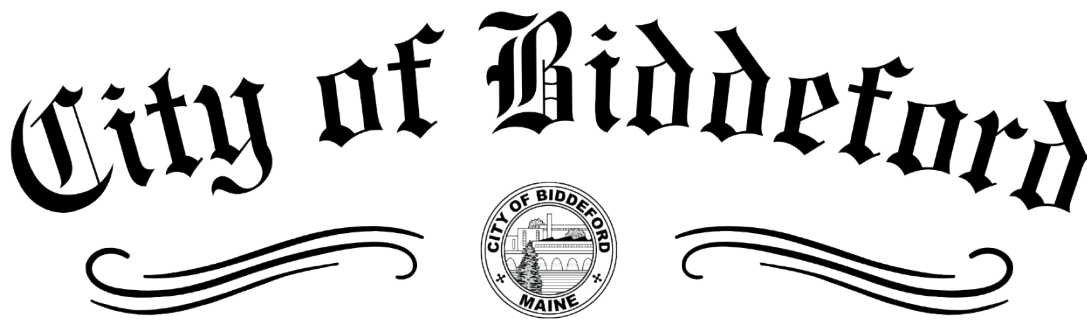
Adoption of the Order establishing the Institutional Zone Review Committee is recommended. The Committee provides an efficient, transparent, and resident-responsive mechanism to modernize a two-decade-old ordinance whose impacts reach across Biddeford's neighborhoods, infrastructure, and long-term planning. This focused approach ensures that institutional development proceeds within a clearer process framework and aligns with the City's broader interests and resident expectations.

Next Steps:

Should the Council give approval of the Order, an Institutional Zone Review Committee will be established.

Attachments:

1. 2025.177 Approval to Establish Institutional Zone Review Committee- ORDER



2025.177 IN BOARD OF CITY COUNCIL... , December 16, 2025

BE IT ORDERED, that the Biddeford City Council does hereby establish the Institutional Zone Review Committee, an ad hoc committee formed for the purpose of reviewing all Institutional Zone provisions of the Biddeford Zoning Ordinance, including but not limited to the Institutional Zone and the Institutional Master Plan ordinance (*Part III – Land Development Regulations, Article V – Establishment of Zones, Section 11 – Institutional Master Plan*), together with all related standards, procedures, and review criteria.

The Committee is charged with the following responsibilities:

Reviewing the full ordinance language governing the Institutional Zone and the Institutional Master Plan;

1. Evaluating whether existing standards and processes appropriately guide institutional development and fully account for impacts on the City, including land use considerations, municipal service demands, infrastructure capacity, and long-range implications for planning and overall fiscal health;
2. Considering best practices from comparable municipalities regarding institutional growth, neighborhood compatibility, and the broader implications of institutional expansion; and
3. Identifying proposed ordinance revisions necessary to ensure these provisions reflect the long-term best interests of the City;
4. Preparing written recommendations for City Council consideration.

BE IT FURTHER ORDERED, that the Committee shall consist of two (2) City Councilors and four (4) resident members, one (1) of whom shall be designated by the Mayor to serve as the Associate Member, who shall vote only in the absence of another resident member. Those Councilors and members will be appointed by the Mayor and confirmed by the Council.

BE IT FURTHER ORDERED, that the Chair shall be appointed by the Mayor and the Vice Chair shall be elected by the Committee at its first meeting.

BE IT FURTHER ORDERED, that the staff liaison for this committee be Roby Fecteau, Director of Code Enforcement.

Attest by: _____
Robin Patterson, City Clerk