



**City of Biddeford
City Council**

January 6, 2026 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: 918 7023 3379

Passcode:768584

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Proclamation
 - 4.a Martin Luther King Jr. Proclamation
5. Staffing Updates
 - 5.a January 2026 Staffing Update
6. Appointments
 - 6.a 2026.01 Mayoral Appointments Council/City Manager to Committees
 - 6.b 2026.03 Approval Mayoral Appointments for Citizens Committtees
7. Public Addressing the Council

(3 minute limit per speaker for up to a total of 15 minutes)
8. Consideration of Minutes
 - 8.a Council Minutes 12-16-25
9. Second Reading
 - 9.a 2025.168 Approval Council Rules
10. Orders of the Day
 - 10.a 2026.02 Approval to change the current two-hour parking privilege to no parking in front of 93 Alfred Street, odd side, to allow for the existing bus stop location.
 - 10.b 2026.04 Motorola Flex-Subscription Computer Aided Dispatch/Records Management

System (CAD/RMS) MOU

10.c 2026.05 Approval/Public Works Auction Items

10.d 2026.06 Approval Adoption of Roberts Rules of Order

11. Public Addressing the Council

(5 minute limit per speaker)

12. City Manager Report

13. Committee Updates by Council

14. Other Business

15. Council President Addressing the Council

16. Mayor Addressing the Council

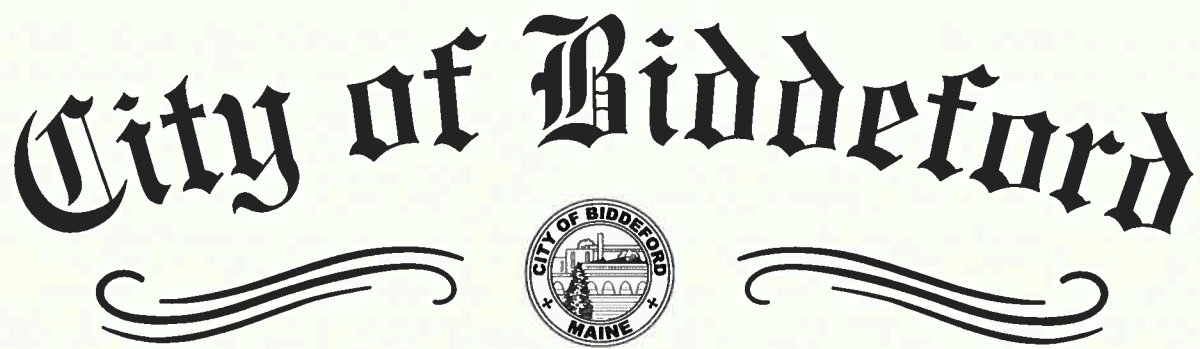
17. Executive Session

17.a Executive Session Consideration of hardship abatement Pursuant to 36 M. R. S. s 841.

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

17.c Executive Session 1 MRS 405 (6) a Personnel Matters

18. Adjourn



PROCLAMATION

Whereas, on January 19, 2026, the Dr. Martin Luther King, Jr. Day of observance will once again call our nation and our community to reflect on the work of justice, equity, and inclusion; and

Whereas, Reverend Dr. Martin Luther King, Jr. worked tirelessly as a leader of a nationwide non-violent movement to extend freedom, dignity, and equal opportunity to all people; and

Whereas, Reverend Dr. Martin Luther King, Jr. gave voice to the fact that despite the promise of our Nation, there were citizens who were not being granted basic rights and for whom liberty and justice for all had not truly been realized; and,

Whereas, Reverend Dr. Martin Luther King, Jr.'s efforts were joined by countless others who, at the risk of great personal sacrifice for themselves and their families, stepped forward to confront injustice and to work toward a more inclusive and equitable society; and,

Whereas, as our City honors the life and legacy of Reverend Dr. Martin Luther King, Jr., we also recognize that his dream remains a charge to each generation, and that meaningful progress requires ongoing commitment, dialogue, and action in our neighborhoods, our institutions, and our local government; and

Therefore, I, Liam Lafountain, Mayor of the City of Biddeford, do hereby celebrate the legacy and enduring contributions of the Reverend Dr. Martin Luther King, Jr.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 6th day of January 2026.*

City Clerk

Mayor



City Council

Meeting Date: January 6, 2026
Meeting Time: 6:00 PM
Agenda Item No: 5.a
Item Description: January 2026 Staffing Update
Submitted By:

Key Terms:

Executive Summary:

Each month, the City will provide Council with an update on staffing changes including new employee hires, promotions, transfers, and separations.

Detailed Review:

New Employee Hires:

- Chloe Beland- Police
- Aiden Nedeau- Fire

Employee Separations:

- Patrick Roy- Public Works
- Sophia Robinson- Dispatch

Funding Source:

Staff Recommendation:

Next Steps:

Attachments:

City of Biddeford



2026.01 IN BOARD OF CITY COUNCIL... , January 6, 2026

BE IT ORDERED, that I Liam LaFountain, Mayor of Biddeford, do hereby appoint:

Councilor Brad Cote

Ward 7

To the Recycling and Waste Management Committee

For a term to expire on December 31, 2027

Councilor Roger P. Beaupre

Ward 3

BSOOB Transit Committee

For a term to expire December 31, 2027

Truc Dever

City Manager

Maine Service Center Coalition

For a term to expire December 31, 2027

Attest by: _____
Robin Patterson, City Clerk

City of Biddeford



2026.03 IN BOARD OF CITY COUNCIL... , JANUARY 6, 2026 BE IT ORDERED, that the City Council does hereby approve the following nominations of citizens to Boards, Committees or Commissions:

Preston Bowden
Ward 2
Wastewater Management Commission
Term to expire December 31, 2028

Eric Conrad
Ward 2
Recycling and Waste Management Commission
Term to expire December 31, 2028

Norman Belanger
Ward 6
Policy Committee
Term to expire December 31, 2026

Marie Potvin
Ward 1
Policy Committee
Term to expire December 31, 2026

Drew Guild
Ward 7
Traffic Committee
Term to expire December 31, 2026

Ricky Doyon
Ward 6
Traffic Committee
Term to expire December 31, 2026

Lucien Belanger
Ward 3
Cable Television Committee
Term to expire December 31, 2028

Joshua Lessard
Ward 4
(Zoning) Board of Appeals – Voting Member
Term to expire December 31, 2028

Carolyn Schmidke
Ward 7
(Zoning) Board of Appeals – Voting Member
Term to expire December 31, 2028

Leah Schaffer
Ward 5
Planning Board – Voting Member
Term to expire June 30, 2028

Katherine Griffin
Ward 7
Cable Television Committee
Term to expire December 31, 2028

Elizabeth Martin
Ward 1
Citizens' Advisory Committee
Term to expire December 31, 2027

Julie Ann Larry
Ward 7
Historic Preservation Commission – Voting Member
Term to expire June 30, 2028

Richard Rhames
Ward 3
Cable Television Committee
Term to expire December 31, 2028

Anne Morissey
Ward 7
Diversity, Equity and Inclusion Committee
Term to expire December 31, 2028

Jonah Reagle
Ward 4
Diversity, Equity and Inclusion Committee
Term to expire December 31, 2028

Dominic Deschambault
Ward 5
Capital Projects and Operations Committee
Term to expire December 31, 2026

Attest by: _____
Robin Patterson, City Clerk

Committee, Board, and Commission Application Form

Application

Name Preston Bowden

Pronouns he/him

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?

Wastewater Management Commission

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I grew up here and I would like to see it continue to prosper.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I have a science background, work for the sewer district in Ogunquit, and have served on this commission before.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Served on the wastewater management commission for my most recent term.

Committee, Board, and Commission Application Form

Application

Name Eric W Conrad

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?

Recycling and Waste Management Commission

If other, please list below. Any that is hard to fill actually

Why are you interested in serving the City of Biddeford? We moved to Biddeford four years ago. I am 64, with a long and well-rounded career, and would like to "give back." I'd also like to meet people active in city affairs and learn more about my new hometown.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. Director of Communication & Educational Services, Maine Municipal Association, 11 years.

Executive Editor of newspapers, Kennebec Journal and (Waterville) Morning Sentinel

Managing Editor, Sports Editor, City Editor Portland Press Herald/Maine Sunday Telegram

Reporter covering Business of Sports, Consumer Affairs and Palm Beach County government, South Florida Sun-Sentinel (Fort Lauderdale), six years

Reporter covering Pennsylvania State Capitol, Harrisburg, Pa., three years

Knowledgeable in public information and public access areas, and superficial+ knowledge of all aspects of municipal government in Maine

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Town of Winthrop Public Library board, two terms (elected position). Served as chair for one year. (2015-21)

Served of Maine Legislature's Right to Know Advisory Board. 2008-2010 (approx)

Committee, Board, and Commission Application Form

Application

Name Norman R. Belanger

Pronouns Field not completed.

Ward 6

Need to find your Ward?

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

(Section Break)

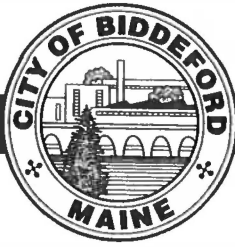
Which City Committee, Board or Commission do you request to be appointed to? Policy Committee

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? Biddeford is my hometown and it's important to me to give back to the City.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I've served on the Policy Committee as a Councilor for the last nine years. There is unfinished business which I would like to see completed.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). City Councilor 2017 - 2025. Biddeford Environmental Board Chair. Policy Committee, Personnel Committee, Finance Committee and Downtown Committee.



CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

**Items marked with an asterisk are required.*

Date* November 18, 2025

Name* Marie E. Potvin

Pronouns Mrs.

Street Address* 9 Rockwood Drive
Biddeford, Me. 04005

Mailing Address (if different) (same as above)

Phone Number(s)* [REDACTED]

Email Address* [REDACTED]

Ward* 1

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

- | | |
|--|--|
| ☐ • Airport Commission | ☐ • Harbor Commission |
| ☐ • Biddeford Citizens Advisory Committee | ☐ • Historic Preservation Commission |
| ☐ • Biddeford Fire Advisory Committee | ☐ • Planning Board |
| ☐ • Biddeford Housing Authority | ☒ • Policy Committee |
| ☐ • Biddeford Police Advisory Committee | ☐ • Project Canopy Committee Recreation |
| ☐ • Board of Assessment Review | ☐ • Commission |
| ☐ • Cable T.V. Committee | ☐ • Recycling & Solid Waste Management |
| ☐ • Capital Projects Committee | ☐ • Commission |
| ☐ • Conservation Commission | ☐ • Shellfish Conservation Committee |
| ☐ • Diversity, Equity and Inclusion Committee | ☐ • Sustainability Commission |
| ☐ • Downtown Development Commission | ☐ • Wastewater Management Commission |
| ☐ • Economic Improvement Commission | ☐ • Zoning Board of Appeals |
| | ☐ • Other |

CITY OF BIDDEFORD
Committee Application

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

I am currently serving on the Policy Committee and would love to continue in this capacity. ('25 to present)

I also serve on the School Committee, and have been reelected to a second term. (School Board Committees - policy, curriculum, evaluation of superintendent, negotiations) ('23-'25)

Please list any other experience that may be pertinent to the Board or Committee in which you are requesting to serve on.*

See the above statement for School Committee

Please provide a brief statement describing your interest in serving the City of Biddeford.*

It's been a pleasure and an honor to serve the city in the capacity of a Policy Committee member. I would love to continue with the work of this committee. I've learned so much about the daily workings of our great city as a result and of the hard working staff that keep the city functioning as a growing, vibrant, and developing community. I feel that I am an effective communicator with many skills that could assist in the work of this committee. Thank you for your time and consideration for this position of which I seek.

Wendie E. Polin

Attach any additional information to this application and return it to the City Clerk's Office.

Committee, Board, and Commission Application Form

Application

Name Drew Guild

Pronouns he/him

Ward 7

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? Traffic 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 a few years ago, drawn to its growing main street and it's good bones as a rare pocket of walkable density in northern New England. I perceive the challenges that face Biddeford in adapting to modern demands for active and multimodal transportation, improving street safety and comfort for all users, and dealing with congestion and parking demand that come with growth. I think there are many ways we can continue to shape our traffic and transportation policy that will contribute to an ever more livable Biddeford and I'd like to participate in those conversations.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I served on the Traffic Committee this past year. During this time I have spent much free time learning about the current research and best practices around street design and regulations related to vehicular, pedestrian and bicycle traffic. I have recently started as a "community spoke" advocate with Bicycle Coalition of Maine. In my professional life, I am a software engineer which gives me an analytical and strategic mindset. I am no stranger to balancing tradeoffs and thinking systematically through complex problems.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). As noted, I served on Traffic Committee during 2025.

Committee, Board, and Commission Application Form

Application

Name Ricky Doyon

Pronouns Field not completed.

Ward 6

Need to find your Ward?

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

(Section Break)

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

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? Having spent nearly 60 years as a resident of Biddeford, I have deep roots in this community. My journey began in Biddeford schools, and I dedicated 33 years of my life to serving in the police department. Now, I am eager to give back to my community in a new and impactful way.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. Having served in various roles within the Biddeford Police Department for 33 years, I have gained extensive knowledge about the city. Throughout my career as a supervisor, I have attended several management seminars.

One of my primary responsibilities was overseeing the traffic unit. As the head of this unit, I was certified as a crash reconstructionist. Additionally, I was responsible for conducting traffic analyses, which included assessing parking, addressing speed-related issues, evaluating visibility and obstructions, and analyzing traffic patterns.

Another key duty involved writing grants for the police department, where I successfully secured \$2.9 million in funding for the agency.

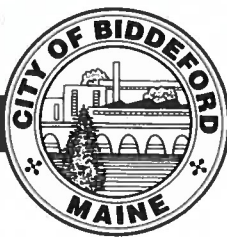
As a lieutenant, I was entrusted by Chief Beaupre to lead our team in achieving CALEA accreditation. Under my guidance, we accomplished this rigorous certification in just 18 months—significantly faster than the typical three-year timeline.

My educational background includes a master's degree in criminal justice, enriched by extensive coursework in business, which has equipped me with the strategic and organizational skills necessary for effective leadership in law enforcement.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). I have not served on any city public boards, but I am a current member of the Maine Soccer Board for over 10 years, where I have held various positions. Soccer Maine is a statewide nonprofit association that serves as the governing body for youth soccer in Maine.

Additionally, I am a member of the newly formed Maine Soccer Hall of Fame, where I serve on the inaugural Board of Directors. Together, we have selected the first Hall of Fame class for 2025.

Note: If I am considered for either of the two committees, my preference is the Traffic Committee.



CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

**Items marked with an asterisk are required.*

Date*

12/10/2025

Name*

Lucien (Lou) Belanger

Pronouns

Street Address*

7 Debbie Ave

Mailing Address
(if different)

7 Debbie Ave

Phone Number(s)*

Email Address*

Ward*

3

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

- ☐ • Airport Commission
- ☐ • Biddeford Citizens Advisory Committee
- ☐ • Biddeford Fire Advisory Committee
- ☐ • Biddeford Housing Authority
- ☐ • Biddeford Police Advisory Committee
- ☐ • Board of Assessment Review
- ☒ • Cable T.V. Committee
- ☐ • Capital Projects Committee
- ☐ • Conservation Commission
- ☐ • Diversity, Equity and Inclusion Committee
- ☐ • Downtown Development Commission
- ☐ • Economic Improvement Commission

- ☐ • Harbor Commission
- ☐ • Historic Preservation Commission
- ☐ • Planning Board
- ☐ • Policy Committee
- ☐ • Project Canopy Committee Recreation
- ☐ • Commission
- ☐ • Recycling & Solid Waste Management Commission
- ☐ • Shellfish Conservation Committee
- ☐ • Sustainability Commission
- ☐ • Wastewater Management Commission
- ☐ • Zoning Board of Appeals
- ☐ • Other

CITY OF BIDDEFORD
Committee Application

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

Public Access Committee (2000 - 2020)

Please list any other experience that may be pertinent to the Board or Committee in which you are requesting to serve on.*

Past Committee Member
Public Access Producer

Please provide a brief statement describing your interest in serving the City of Biddeford.*

We need to preserve Public Access TV for our community, our children & grandchildren.

Sincerely,
Lou Belanger

Attach any additional information to this application and return it to the City Clerk's Office.

Committee, Board, and Commission Application Form

Application

Name Joshua Lessard

Pronouns Field not completed.

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? Zoning Board of Appeals

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I am a lifelong resident of Biddeford.....my ancestors came from Canada in the 1700s to settle in Biddeford and we have never left. I have been interested in getting involved with the city for a while, and I think the zoning board of appeals is a good way for me to start.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I own two properties in Biddeford and have had to deal with code enforcement and zoning requirements/restraints. I'm interested in the subject matter.

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 Carolyn Schmidtke

Pronouns She/her

Ward 7

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? Zoning Board of Appeals

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I care deeply about the residents of our city and have dedicated my time here to serving them.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I am a current member of the ZBA and wish to continue my appointment. I also serve on the board of the BHA, and attend conferences, meetings, and trainings to continue my education in order to better serve.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). I am a current member of the Biddeford Housing Authority board and the City of Biddeford Zoning Board of Appeals. I also served on the board of directors for a music venue on Martha's Vineyard from 2010-2012.

Committee, Board, and Commission Application Form

Application

Name Leah Schaffer

Pronouns Field not completed.

Ward 5

Need to find your Ward?

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

(Section Break)

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

Historic Preservation Commission, Planning Board

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I feel that it is important to give back to the city you live in. I want to be able to take time to give back in areas that I have expertise in.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I work as an Architect and have a strong interest in city planning.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Historic Preservation Commission, Chair (2016-present)

Citizen Advisory Committee, Chair (2023-present)

Heart of Biddeford, Design Committee Chair/Board Member (2016-2024)

Committee, Board, and Commission Application Form

Application

Name Katherine Griffin

Pronouns Field not completed.

Ward 7

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? Cable
T.V. Committee

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? Richard Rhames contacted me and asked me to be a part of the revamped Cable Television Committee, which has been dormant since Covid (according to Richard). I am intrigued by the possibilities of a democratized information vehicle like local cable access television. I also understand that since the committee is currently vacant it is important to generate lots of interest in serving. Since I have been mulling over applying to serve on some committee or other, and since Richard asked me, I decided I should try this.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I have no experience with this, but am willing and able.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). I have no prior experience serving on boards here in Biddeford. I worked on several preservation and emergency management boards in Boston, but nothing to do with cable television.

Committee, Board, and Commission Application Form

Application

Name Elizabeth Martin

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?

Biddeford Citizens Advisory Committee, Other

If other, please list below. Institutional Zoning Committee

Why are you interested in serving the City of Biddeford? I have served on the Citizens' Advisory Committee this past year and would like to continue to participate in the funding distribution.

As a resident of Hills Beach and President of Hills Beach Association, I have been our community's liaison with UNE and would like to participate on this committee.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I have served on the Citizens' Advisory Committee for the past year.

I am a resident of Hills Beach Rd, Ward 1, and have served as President of the Hills Beach Association for 4 years. I believe I would be an asset to our community.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Citizen Advisory Committee - 2024-2025

Hills Beach Association (Ward 1) - 4 years and current.

Age-Friendly Biddeford, Executive Director, 2023 to present.

Committee, Board, and Commission Application Form

Application

Name Julie Ann Larry

Pronouns Field not completed.

Ward Ward 7

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?

Historic Preservation Commission

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I would like to rejoin the Historic Preservation Commission.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I have a Master's Degree in Architecture from Tulane University. For over thirty years I have been practicing in the field of historic preservation throughout New England. From 1998-2015 I was a principal at ttl-architects, a historic preservation firm in Portland, ME. I left ttl-architects to serve as the Advocacy Director for Greater Portland Landmarks. Since 2021 I have been the Senior Architectural Historian at Black Diamond Consultants in Gardiner, ME.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). I was previously a Board member and chair of the Hollis Planning Board. I served on the Biddeford Historic Preservation Commission 2021-2025. Since 1995

Committee, Board, and Commission Application Form

Application

Name Richard Rhames

Pronouns Field not completed.

Ward 3

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? Cable
T.V. Committee

If other, please list below. policy

Why are you interested in serving the City of Biddeford? Old habits die hard.

When we started doing local TV production in the late '90s there were two actual print newspapers in Biddeford covering local/state/national events, publishing letters to the editor, and reporting on government/electoral affairs.

For all practical purposes, that's over, and access TV has been shut-down since Covid. Past administrations have apparently liked it that way. But Biddeford is poorer for it.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. One of the founders of the non-profit Biddeford Public Access Corporation, served on various cable committees from the 1990s, served two terms as Councilor-at-Large, helped develop our cable TV ordinance, helped negotiate several franchise transfers and our current Franchise contract, served as Biddeford's representative to C-TAM (Community Television Association of Maine), long-time producer of programming for our channel(s), longtime public advocate for democratic local media.

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

Committee, Board, and Commission Application Form

Application

Name Anne Morrissey

Pronouns Field not completed.

Ward Seven

[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?

Diversity, Equity and Inclusion Committee

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I have lived in Biddeford since 2017 and am raising two children here with my wife. Previous to my time here in Maine I worked for many years in Boston for large social service agency as an operations manager. My lived experience as a LGBTQ parent and my professional experience working with diverse populations have afforded me many opportunities in supporting inclusion and identifying opportunities to increase access in our community. I feel I can add benefit to the DEI committee with my unique background and proven commitment to DEI principles.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I have been a member of the DEI committee since its inception and have assisted in creating protocols and identifying best practices for the group. In my work on the committee I've supported several successful community events and liased with other local groups and I believe my continuity in these areas would be beneficial in ensuring continued amplification of previously under recognized groups in Biddeford. My previous work in Boston has proven more pertinent in recent years as Biddeford has experienced a massive increase in housing instability. I have a master's degree in Public Policy which I earned while working with unhoused families. As we see more individuals and families struggling locally to stay housed I feel my experience has been helpful in trying to ensure we are inclusive of those community members most impacted.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Current City of Biddeford DEI Committee member

2022- present

Committee, Board, and Commission Application Form

Application

Name Jonah Reagle

Pronouns Field not completed.

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?

Diversity, Equity and Inclusion Committee

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I would like to continue my tenure on the committee.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I have served on the board for two years while running a Cambodian restaurant in town.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). DEI Committee- 2023-2025

Committee, Board, and Commission Application Form

Application

Name Dominic Deschambault

Pronouns Field not completed.

Ward 5

Need to find your Ward?

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

(Section Break)

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

Capital Projects Committee

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I value giving back to my community and this has allowed me to do so through involvement with the many different facets of a functioning city.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I have enjoyed serving on the Capital Project Committee over the last 2 years and gained a wealth of knowledge over that span.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Charter Revision Commission: 2015-16

Downtown Parking Ad Hoc : 2017

Biddeford School Committee : 2018-21

Mayor's Affordable Housing Task Force: 2021-22

Biddeford Housing Authority : 2019-present, Chair 2023- present

City of Biddeford
City Council
December 16, 2025 at 6:00 PM
City Hall Council Chambers & Zoom

1. Roll Call – all present

Councilor Lessard

Councilor Vadnais

Councilor Boston

Councilor Woods

Councilor Beaupre

Council Doughty

Councilor Kurtz

Councilor Pierson

Councilor Cote

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

None

4. Public Hearing

4.a Liquor License Ichibau Japanese Restaurant

Open at 6:00 pm

Comments: none

Close at 6:00 pm

5. Liquor License Consideration

5.a Liquor License Ichibau Japanese Restaurant

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

6. Proclamation

6.a Holidays and Traditions

Mayor LaFountain read the proclamation.

7. Appointments

7.a 2025.160 Approval Mayoral Appointment of City Manager to PACTS

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

7.b 2025.165 Approval Mayoral Appointment of Citizens to Committees

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

7.c 2025.178 Approval- Council Nomination of City Council President

Motion by Councilor Doughty to nominate Councilor Beaupre

Second: Councilor Lessard

Roll Call Vote: Councilor Lessard – yes, Councilor Vadnais – yes, Councilor Boston – yes, Councilor Woods – yes, Councilor Beaupre – yes, Council Doughty – yes, Councilor Kurtz – yes, Councilor Pierson – yes, Councilor Cote – yes.

Unanimous in favor.

Motion passed.

7.d 2025.166 Approval Mayoral Appointment of Councilors to Committees

Motion: Councilor Cote

Second: Councilor Lessard

The following councilors names are added to the appointments for the Finance Committee:

Liam LaFountain, Mayor; Council President, Chair Roger Beaupre, Ward 3; City Council President Appointee Councilor Lessard, At Large; Mayor Appointee Councilor Doughty, Ward 4

All other appointments are listed in the order.

Vote: Unanimous in favor.

Motion passed.

7.e 2025.167 Approval Mayoral Appointment of City Solicitor

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor

Motion passed.

8. Presentation

8.a Recreation Bond Public Engagement Plan Proposal

Recreation Director Lisa Thompson presented the plan.

8.b Update: Eastern Fire/EMS Substation Phase 1-B Land Due Diligence

Fire Chief Larry Best provided an overview of the process to date.

9. Public Addressing the Council

Several citizens congratulated the new Council and provided input for the coming term.

One citizen spoke about documents delivered to City Hall.

One citizen spoke about the budget and taxes.

Councilor Cote motion to suspend council rules to allow citizens to speak on prior topics.

Second: Councilor Kurtz

Vote – 6 yeas – Councilors Vadnais, Cote, Pierson, Kurtz, Doughty and Woods

3 nays – Councilors Beaupre, Lessard and Boston.

Motion passed.

Several citizens spoke about the Recreation presentation and provided input on the priorities.

10. Consideration of Minutes

10.a Council Minutes 11-18-25

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

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

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

11. Second Reading

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

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

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

No motion.

12.b 2025.174 Approval PW Purchase Loader/Plow

Motion: Councilor Lessard

Second: Councilor Beaupre

Vote: 8 yeas – Councilors Lessard, Vadnais, Boston, Woods, Beaupre, Doughty, Kurtz, and Pierson.

1 nay – Councilor Cote

Motion passed.

Motion by Councilor Lessard to waive the 2nd reading.

Second: Councilor Beaupre

Vote: 8 yeas Councilors Lessard, Vadnais, Boston, Woods, Beaupre, Cote, Kurtz, and Pierson.

1 nay – Councilor Doughty.

Motion passed

12.c 2025.175 Approval PW Purchase Mini Excavator

Motion: Councilor Lessard

Second: Councilor Woods

Vote: 6 yeas – Councilors Lessard, Vadnais, Kurtz, Doughty, Beaupre and Woods

3 nays – Councilors Boston, Cote and Pierson

Motion passed.

Councilor Lessard – motion to waive the 2nd reading.

Second: Councilor Pierson

Vote: 7 yeas – Councilors Lessard, Vadnais, Kurtz, Pierson, Beaupre, Boston and Woods.

2 nays – Councilors Cote and Doughty.

Motion passed.

12.d 2025.168 Approval Council Rules

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

12.e 2025.177 Approval to Establish Institutional Zone Review Committee

Motion: Councilor Boston

Second: Councilor Lessard

Councilor Boston expressed support for this committee and explained its history.

Vote: Unanimous in favor.

Motion passed.

13. Public Addressing the Council

Several citizens expressed support for item 2025.177

One citizen asked for more details on equipment purchases.

14. City Manager Report

City Manager Truc Dever congratulated the new council and looks forward to working with them. She provided an update on the FY24 and FY25 audits. She announced that COO Brian Phinney is retiring and thanked him for his 23 years of service to the city.

Councilor Beaupre – motion to extend the meeting past 9:00 pm

Second – Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

15. Committee Updates by Council

None

16. Other Business

None

17. Council President Addressing the Council

Council President Beaupre thanked the councilors for their support. He mentioned several recent events that were held downtown, they went well and the parking garage was full.

18. Mayor Addressing the Council

Mayor LaFountain is looking forward to the new session. He encouraged the public to look at the list of committee vacancies and apply if they are interested, including for the new committee created tonight.

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

Motion to enter executive sessions at 9:05 pm by Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor

Motion passed.

Motion to exit to executive sessions at 9:57 pm by Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

20. Adjourn

Motion to adjourn at 9:57 pm by Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Meeting adjourned



City Council

Meeting Date: January 6, 2026
Meeting Time: 6:00 PM
Agenda Item No: 9.a
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 2nd

City of Biddeford

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

2025.168 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

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

January 6, 2025

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.

Sec. A-3

BIDDEFORD CODE

Sec. A-5

- 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 January 6, 2026

Date:

Meeting 6:00 PM

Time:

Agenda 10.a

Item No:

Item 2026.02 Approval to change the current two-hour parking privilege to no parking

Description: in front of 93 Alfred Street, odd side, to allow for the existing bus stop location.

Submitted JoAnne W. Fisk, Chief of Police

By:

Key Terms:

Executive Summary:

This order would eliminate the existing "Limited Parking" under Ordinance Section 42.92 replacing with Ordinance 42-90 "No Parking" to allow for what is signed as Bus Stop #51.

Detailed Review:

Currently, there are two parking stalls directly in front of 93 Alfred Street. The signage for the two stalls reads Limited Parking—two-hour signage as noted in Exhibit C. Posted below the two-hour parking sign is signage for Bus Stop #51. At the November 25, 2025, Traffic Committee meeting, the committee voted unanimously to recommend to the City Council for consideration the elimination of the limited two-hour parking, allowing and adopting under Ordinance Section 42-90 No Parking for the bus stop. This change would allow better bus access via the TriCity Transit system buses and safer access for riders to utilize the system. The property owners of 93 Alfred Street own the adjacent parking area which allows for 24 parking stalls.

Funding Source:

N/A

Staff Recommendation:

Staff recommends this change for safety of transit users.

Next Steps:

Should Council vote to pass this change, it would require a second reading.

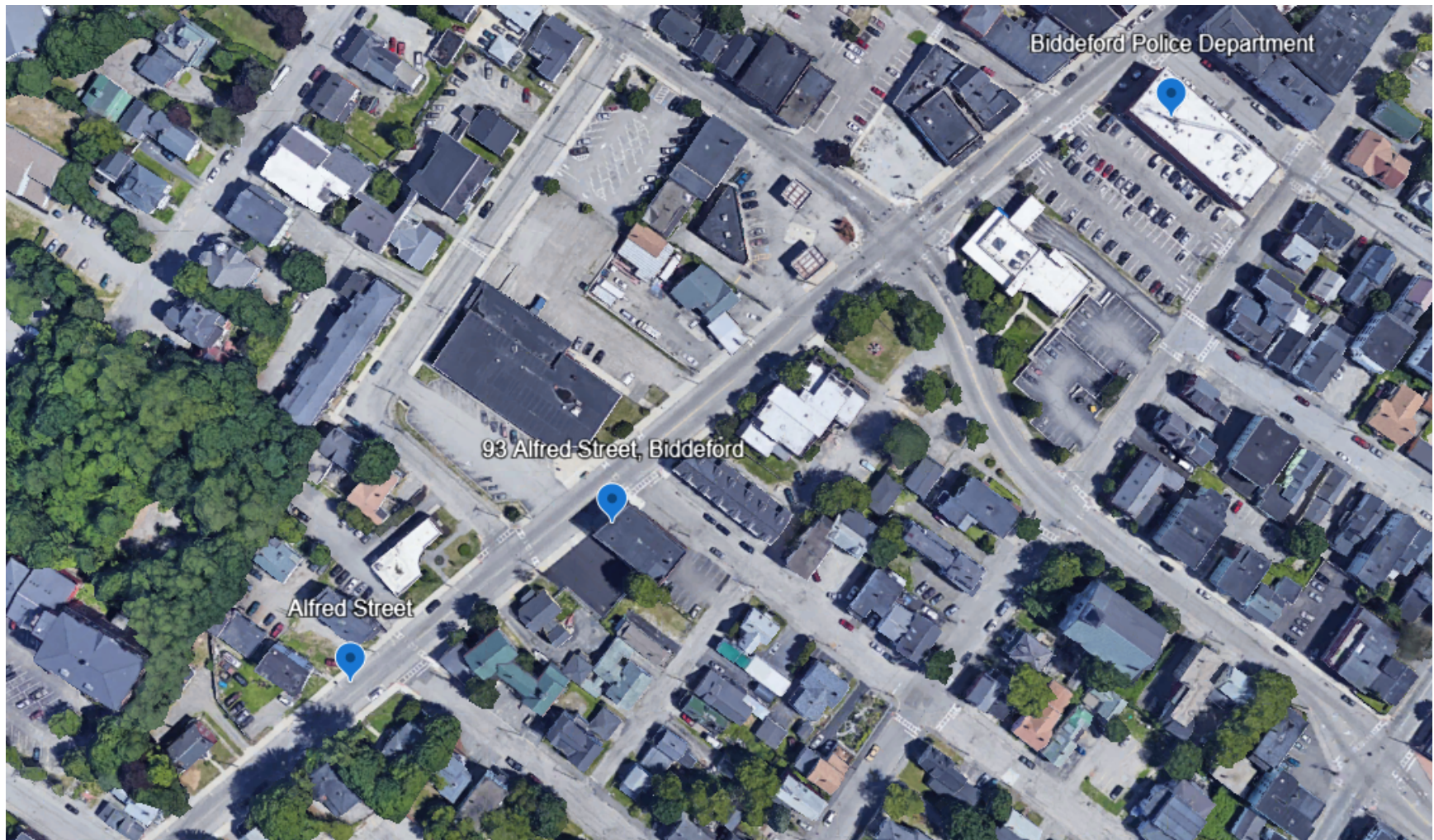
Attachments:

1. Exhibit A 93 Alfred St.
2. Exhibit B. 93 Alfred Street overview
3. Exhibit C Signage
4. 2026.02 Council Order 93 Alfred Street

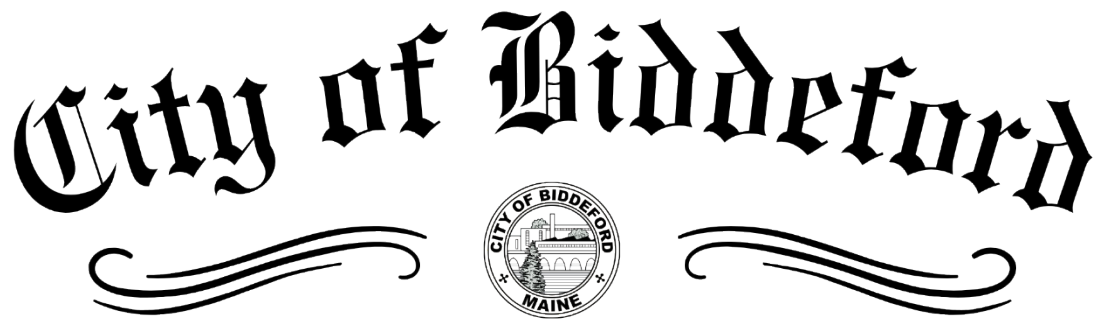
Exhibit A: 93 Alfred by city ordinance this is two hour parking which is conflict with existing signage.



Exhibit B. overview of 93 Alfred Street,
Biddeford.







2026.02 **IN BOARD OF CITY COUNCIL.....January 6, 2026 BE IT ORDERED**, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 42, Motor Vehicles and Traffic, Article IV Specific Street Regulations,

Section 42-92 Limited parking: be amended by **deleting** to read as follows:

~~Alfred Street, odd-numbered side, at corner of Summer Street towards Mt. Vernon Street, two spaces, two hours.~~

Section 42-90 No Parking, be amended by **adding** to read as follows:

Alfred Street, odd numbered side, beginning at southwest corner of the intersection with Summer Street, thence westerly for a distance of 60 feet +/-.

NOTE: This is directly in front of 93 Alfred Street, which is a designated bus stop.

Traffic Committee voted unanimously at its November 25, 2025 meeting to forward to City Council for consideration.

Attest by: _____



City Council

Meeting January 6, 2026

Date:

Meeting 6:00 PM

Time:

Agenda Item 10.b

No:

Item 2026.04 Motorola Flex-Subscription Computer Aided Dispatch/Records

Description: Management System (CAD/RMS) MOU

Submitted JoAnne W. Fisk, Chief of Police

By:

Key Terms:

The Biddeford Police and Fire Departments have used a CAD/RMS (computer-aided dispatch/records management system) system named Information Management Corporation (IMC) beginning in April of 1998. This product is a data entry point for our communications center when entering calls for service for police, fire and EMS services. The term CAD (Computer-Aided Dispatch) System is the core system used by emergency services to receive, manage and dispatch incidents. CAD systems log emergency and non-emergency calls. The CAD system also assigns, dispatches units and tracks responder status and location. The CAD system scripts emergency medical and fire information for the center's Emergency Communications Specialists when dealing with those emergency medical or fire situations. The CAD system provides real-time updates to both first responders and Emergency Communications Specialists.

An RMS (records management system) is used to document, store and manage records related to incidents, citations, arrests, found/lost stolen items, investigations and crash reports to name a few. It also manages and stores fire reports and EMS records. An RMS system supports research, reporting as well as analytics. It ensures police, fire and EMS records meet or exceed legal, regulatory and retention requirements. The CAD and RMS systems work together with the CAD system handling the live or immediate calls for service and the RMS system handling the documentation of what occurred and the subsequent storage for reports.

Executive Summary:

The Biddeford Regional Communications Center (BRCC) serves as one of Maine's 26 Public Safety Answering Points (PSAPs), providing critical emergency communications for the City of Biddeford and, under contractual agreements, for the City of Saco and six additional municipalities: Arundel, Alfred, Waterboro, Lyman, Dayton, and Hollis. BRCC manages 9-1-1 call intake, fire and EMS notifications, and radio communications for these communities. All calls are documented within the agency's Computer-Aided Dispatch (CAD) system. Emergency Communications Specialists are nationally certified through the International Academies of Emergency Dispatch and utilize Priority Dispatch protocols, ensuring accurate caller assistance and efficient deployment of resources.

The current CAD/Records Management System (RMS), IMC, originally purchased in 1998, has been designated by its parent company, Central Square, as operating in "legacy mode." This status indicates that while basic maintenance will continue, no new features or security enhancements will be implemented. This poses significant operational and cybersecurity risks. In response, a York County committee was established in July 2024, comprising representatives from regional communications, law enforcement, and fire/EMS agencies. The committee's objectives were to secure favorable group pricing and enhance interoperability among sixteen municipalities.

Following an extensive Request for Proposal (RFP) process, vendor evaluations, and site visits, the committee selected Motorola Flex as the preferred CAD/RMS solution. This system will modernize emergency communications, improve interoperability, and ensure compliance with evolving public safety standards. To maximize cost efficiency, staff from the Cities of Biddeford and Saco are recommending their respective Councils execute a Memorandum of Understanding (MOU) for a shared-cost arrangement, reducing expenses for both communities by approximately 50%.

This investment represents a critical step toward maintaining reliable emergency communications infrastructure, supporting regional collaboration, and safeguarding public safety.

Detailed Review:

The Biddeford Regional Communications Center (BRCC) is one of 26 Public Safety Answering Points or PSAP's in Maine which receives emergency 9-1-1 calls. The BRCC answers calls for emergency services within the City of Biddeford for Police, Fire and Emergency Medical Services. For a contracted fee schedule, the BRCC also answers the 9-1-1 calls for the City of Saco. Once the call is answered, the Emergency Communications Specialist for Biddeford then acknowledges the caller's location and other identifying information such as residential address and phone number before transferring the call to the Saco dispatch center. The BRCC for a fee also answers the 9-1-1 calls for the following municipalities: Arundel, Alfred, Waterboro, Lyman, Dayton and Hollis. For these communities, the Biddeford Center also

handles fire and EMS first responder notifications and radio communications. Each call for service is entered into the agency's CAD system.

All Emergency Communications Specialists are nationally certified through the International Academies of Emergency Dispatch. Priority Dispatch is the approved protocol system for fire and EMS calls and provides callers with direction for common and uncommon medical and fire emergencies while dispatching the responder(s) who is best suited for each situation. The Priority Dispatch protocol system is integrated with CAD/RMS system for a smooth transition while assisting citizens with their emergencies.

The Biddeford Police Department purchased its current CAD/RMS system in 1998. Over the years we have gone through many updates to keep up with Public Safety changes. The IMC software platform is now over 30 years old. The department was notified in 2022 that the parent company of IMC, Central Square, would be moving the IMC system into what is known as "legacy mode". Legacy mode broadly refers to outdated hardware and/or software still in use. They will continue to do repairs and fixes, but new features or updated security enhancements will not be implemented. Due to this fact, public safety agencies in Maine, New Hampshire and Massachusetts, that utilize IMC for their CAD/RMS systems, began alerting administrations about the pending financial implication this would have.

In July 2024, a committee was formed which was made up of representatives from York County communications, law enforcement and fire/EMS agencies. The main reasons for forming this committee were twofold: 1) try and get the best possible group pricing, and 2) ensure and enhance interoperability amongst local police, fire and EMS agencies throughout the sixteen municipalities in York County. The committee was tasked with creating and distributing an RFP that encompassed the current needs and those anticipated in the future within the ever-changing technology field.

The committee was tasked with creating and distributing an RFP for interested vendors. Subsequently, the committee reviewed proposals, held question and answer sessions with vendors and participated in live demonstrations. Initially, eight vendors replied to the RFP. After the demonstrations, the committee eliminated six of the eight received vendor software packages as they would not meet or exceed what was needed. The committee then traveled to other communications centers which were already utilizing the two chosen software companies in real time. As a result of the well-researched efforts, the committee voted to award the RFP and the subsequent contracts to the Motorola brand Flex product.

In today's world, emergency responders frequently rely on neighboring communities for additional workload support. The communities of Biddeford and Saco are no different and frequently assist each other in critical situations. The Police Chiefs of Biddeford and Saco, as well as Fire Chiefs from both communities, met and agreed to work on a shared cost agreement in purchasing this new system through a Memorandum of Understanding (MOU). By sharing this system, the cost for both communities was cut in half.

Representatives from both Cities will be participating in a joint meeting on January 8th to further discuss this MOU and the item will be brought to the Saco City Council this month for review and consideration. Motorola has provided to both Cities a Notice to Proceed for completion with a clause allowing for "Termination for Non-Appropriation" which states, "In the event any identified funding is not appropriated or becomes unavailable specifically at the scheduled Town Meetings for Saco, Maine on January 5th, 2026 and City of Biddeford on January 6th, 2026 and January 20th, 2026, the Customer reserves the right to terminate this Agreement for non-appropriation upon 30 days' advance written notice to Motorola." Completion of the Notice would allow the Cities to hold the current quoted purchase price through the end of the month.

Initial funding for this item was allocated as part of City Council's Order 2025.113 Allocation No. 2 of FY26 Capital Improvement Funds on September 2, 2025. Up to \$111,313 could be used for the purchase of hardware, fiber, licensing, and network engineering to set up the system with the understanding that there would be a 10-year subscription cost to be financed. Following the committee's selection of Motorola's bid, this subscription cost is determined to be \$133,500 each year for each City to be included in future budgets. Currently, the City of Biddeford spends \$33,107 per year on the IMC "legacy" system.

The total purchase price is \$2,670,000 split between both cities, or \$1,335,000 over 10 years for the City of Biddeford.

Funding Source:

Funding approved through FY26 Capital Projects / Operations Committee Recommendation No. 2 BPD-FY26-001-CAD/RMS System in the amount up to \$111,313.00.

Staff Recommendation:

After reviewing the Motorola Flex software package, it exceeds expectations in its ease of use, dependability, and affords the City the ability to collaborate with the City of Saco in substantial cost sharing for both communities. Staff recommends to City Council the signing of the Memorandum of Understanding between the communities of Biddeford and Saco on this project and completion of the Notice to Proceed with Motorola.

Next Steps:

Should Council vote to approve the MOU with Saco and Notice to Proceed, Staff will seek spending authorization from the Finance Committee on January 20th in an amount not to

exceed \$111,313 in FY26 for the purchase of initial hardware for a set-up and implementation timeline of 12 to 18 months from the date the contract is signed, with billing occurring thereafter.

Attachments:

1. Att 1-Biddeford-Saco MOU
2. Att- 2 - Biddeford Police 2025 Notice to Proceed
3. Att 3-Biddeford-Motorola Solutions Customer Agreement
4. Att 4-2025.113 - Attest
5. Att 5-Brief 2025.113-FY26 CIP Funds Alloc 2
6. Att 6- Council Order on MOU

MEMORANDUM OF UNDERSTANDING

Between the City of Biddeford Police Department and the City of Saco Police Department For Shared Use of the Motorola Flex Subscription Computer-Aided Dispatch/Records Management System (CAD/RMS) and First Light for fiber.

This Memorandum of Understanding (MOU) establishes the terms and conditions under which the City of Biddeford Police Department (“Biddeford PD”) and the City of Saco Police Department (“Saco PD”) will share access to, and use of, the Computer-Aided Dispatch and Records Management System (CAD/RMS) and fiber from First Light (hereinafter “the System”).

The purpose is to improve operational efficiency, enhance information sharing, promote interagency coordination, and reduce overall system costs through a shared technology solution for both cities. Both agencies recognize the benefits of operating under a unified CAD/RMS platform to improve interoperability and data integration.

The total cost for the acquisition and implementation of the CAD/RMS System for a term of ten years is \$2,670,000.00. The total cost shall be financed over an agreed 10-year term resulting in approximate annual payments of \$267,000.00 per year. The annual cost is \$133,500.00 per year, per community for the life of the contract. Each City shall also split the cost of the fiber lease with First Light which currently amounts to \$5,400.00 annually, which is a shared cost of \$2,700.00 per community. The Cities agree to share the total cost of the System as follows:

City of Biddeford: 50%

City of Saco: 50%

Each City shall be responsible for its proportional share of annual payments for the life of the contract. Payments will be made in accordance with the contract and a financing schedule mutually approved by both Cities, consistent with applicable municipal finance laws and procurement regulations.

The City of Biddeford shall serve as the primary system and contracting entity with the vendor.

The City of Saco shall have full access to the System, including all user features, records functions, and data necessary for law enforcement operations.

Both Cities agree that data entered by each department shall remain the property of that department, except where joint investigations or dispatch operations require shared access.

Coordination of ongoing software maintenance, updates, and technical support shall be determined by mutual agreement between the Chief of Police of each community as needed, in consultation with the Information Technology department of each community.

This MOU shall take effect upon execution by both parties and shall remain in effect for the duration of the financing term and any subsequent maintenance agreement, unless terminated by mutual written consent.

In the event of a dispute arising out of or relating to this MOU, the parties agree to first attempt to resolve the matter through good faith negotiations. If the dispute cannot be resolved through negotiations within thirty (30) days, the parties may submit the dispute to a mutually agreed upon mediator. Should mediation be unsuccessful within 30 days binding arbitration shall take place.

This MOU may be amended at any time by mutual written agreement of both parties.

This MOU becomes effective upon signature by the authorized officials of both the City of Biddeford and the City of Saco.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates indicated below.

Chief JoAnne Fisk
Biddeford Police Department

Date:_____

Chief Jack Clements
Saco Police Department

Date:_____

Truc Mai Nguyen-Dever
City Manager

Date:_____

Emily Cole-Prescott
Interim City Administrator

Date:_____



BIDDEFORD POLICE DEPARTMENT

39 ALFRED STREET, BIDDEFORD, MAINE 04005

COURAGE • HONOR • INTEGRITY



JOANNE W. FISK
Chief of Police

(207) 282-5127
biddefordmaine.org/police

October 22, 2025

To: Motorola Solutions, Inc. ("Motorola")
500 W. Monroe St.
Chicago, IL 60661

Re: Motorola Solutions Software FLEX Plus Subscription

Contract Name / Number: City of Biddeford, Maine

Proposal / Quote Ref (required): Proposal dated 10/07/2025 / Quote **3279381**

Contract Name / Number: City of Saco, Maine

Proposal / Quote Ref (required): Proposal dated 10/07/2025 / **3279401**

This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on Proposal dated 10/07/2025 / Quote 3279381 & 3279401 dated September 10, 2025 for the purchase price of **\$2,670,000.00**, subject to the terms and conditions of the Motorola Solutions Customer Agreement and its addenda executed by the City of Biddeford on _____ and the Shared Agency Agreement executed by the City of Saco on _____.

City of Biddeford, Maine and City of Saco, Maine agree to pay Motorola Solutions "Net 30 days from receiving an invoice" for the equipment and services.

Title and Risk of Loss to Equipment shall pass to Customer upon shipment from Motorola. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. This NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms they have signatory authority to execute this contract. The contract price is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola Solutions Inc., acknowledges that in the future/before the term of this contract ends, components/modules of the Flex CAD/Mobile/Records solution will more than likely be available in the cloud. When such components are available and the City of Biddeford/City of Saco and Motorola mutually agree to move those components to a cloud service, there will be no additional charge for that assistance from Motorola Solutions, Inc.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

Payment Terms as defined in the proposal dated 10/22/2025.

Once billed, invoices shall be sent and emailed to the Customer at the following address:

Biddeford Police Department, 205 Main St, Biddeford, ME 04005.
Saco Police Department, 20 Storer Street Saco, Maine 04072.

Invoices should reference transaction #4093898, Biddeford Police/Saco Police, Maine, Flex CAD Suite Subscription Plus SE.:

The Equipment will be shipped to the Customer at the following address:

Biddeford Police Department, 205 Main St, Biddeford, ME 04005
Saco Police Department, 20 Storer Street Saco, Maine 04072.

The ultimate destination address (if different from the ship to above) where the Equipment will be delivered to Customer is:

Biddeford Police Department, 205 Main St, Biddeford, ME 04005,
Saco Police Department, 20 Storer Street Saco, Maine 04072.

Customers may change shipment information by giving written or electronic notice to Motorola.

If you have any questions regarding this order, please feel free to contact Brendan Donovan, 617-866-8896.

Sincerely yours,

By:

JoAnne W. Fisk
Chief of Police

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

1. Agreement.

- 1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence.** In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“**Customer Data**” has the meaning given to it in the DPA.

“**Customer-Provided Equipment**” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“**Data Processing Addendum**” or “**DPA**” means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“**Documentation**” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including

training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

“Integration Services” means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“Lifecycle Management Services” or **“LMS”** means upgrade services as set out in the applicable Proposal.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

“Motorola Data” means data owned by Motorola and made available to Customer in connection with the Products;

“Motorola Materials” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

“Non-Motorola Materials” means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

“Professional Services” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“Services” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

“Service Completion Date” means the date of Motorola’s completion of the Services described in a Proposal.

“Service Use Data” has the meaning given to it in the DPA.

“Site” or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

“Software-as-a-Service” or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

“Software System” means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“Subscription” means a recurring payment for Products, as set out in the Proposal.

“Subscription Services” or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“Term” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services: Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)
[Drone related Products](#)
[Comparison Manager](#)
[Data licensed from Motorola](#)

- 3.4. Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.
- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or

such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”). Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein. Notwithstanding the foregoing, the Customer may terminate this contract at any time, in whole or in part, for convenience, upon no less than 30 days written notice to Motorola.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.
- 4.5. Wind Down of Subscription.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.
- 4.7. Equipment.** In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1.** The Contract Price of \$ **2,670,000.00**, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees.** Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

- 5.6. INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: Biddeford Police Department
Address: 205 Main Street, Biddeford, ME 04005
Phone: 207-282-5127

Name: Saco Police Department
Address: 20 Storer Street Saco, Maine 04072
Phone: 207-284-4535

E-INVOICE. To receive invoices via email:

Customer Account Number: N/A _____
Customer Accounts Payable Email: N/A _____
Customer CC (optional) Email: N/A _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Biddeford Police Department, 205 Main St, Biddeford, ME 04005,

Saco Police Department, 20 Storer Street Saco, Maine 04072.

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Biddeford Police Department
Address: 205 Main Street, Biddeford, ME 04005
Phone: 207-282-5127

Name: Saco Police Department
Address: 20 Storer Street Saco, Maine 04072.
Phone: 207-284-4535

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

- 5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data,

Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

- 6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support](#)

Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

- 7.4. SaaS. SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR

OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

- 8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim. Notwithstanding the foregoing, the provision of indemnification to Customer under this Section 8.1 shall not be construed to waive or otherwise limit any immunity or limitation of liability available to Customer under the Maine Tort Claims Act, 14 M.R.S. Sec. 8101, et seq., or under otherwise applicable law.
- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.
- 8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a)

Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than six (6) years after the date of accrual of the cause of action.

10. Confidentiality.

- 10.1. Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the [DPA](#).
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements: Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

- 12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred.

Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Maine, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Portland, Maine, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in York County, Maine, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies)

required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return

receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.1, General Indemnity; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.

Customer: Biddeford Police Department

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Biddeford



2025.113 IN BOARD OF CITY COUNCIL..... SEPTEMBER 2, 2025
BE IT ORDERED, that the City Council of the City of Biddeford does hereby approve recommendation No. 2 for the FY26 Capital Improvement Projects allocation for capital projects as referenced in the "FY26 CIP Allocation No. 2 Detail Sheet" as recommended by the Capital Projects / Operations Committee on August 13, 2025.

Note: The budgeted FY26 CIP amount equals \$2,148,710 within account 21201-60900.

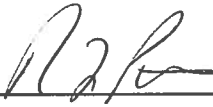
September 2, 2025

Motion: Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

Attest by: 

Robin Patterson, City Clerk

FY26 CIP Allocation No. 2 Detail Sheet

FY26 CIP - Capital Projects / Operations Committee Recommendation No. 2 - Summary

FY26 CIP Approved Budget	\$	2,148,710
Allocation #1	\$	835,700
Balance	\$	1,313,010

Allocation #2

BFD-FY26-004-Standpipe Hose Pack & Equipment Replacement	\$	18,000.00
BFD-FY26-001-Rescue Air Bags Replacement	\$	14,000.00
BPD-FY26-001-CAD/RMS System (\$500,000 financed)	\$	111,313.00
DPW-FY26-003-3 Recycling 30-Yard Roll-Off Container	\$	18,975.00
	\$	162,288.00

Unallocated FY26 CIP Funds \$1,150,722.00



City Council

Meeting Date: September 2, 2025
Meeting Time: 6:00 PM
Agenda Item No: 8.c
Item Description: 2025.113 Approval Allocation No. 2 of FY26 Capital Improvement Funds
Submitted By: Brian S. Phinney, COO

Key Terms:

Executive Summary:

The FY2026 Budget appropriated \$2,148,710 for capital improvement projects (CIP), with allocations reviewed by the Capital Projects/Operations Committee in May, June, and August. The City Council previously approved \$835,700 in June, leaving \$1,313,010 unallocated. Following notice that Bateman Partners LLC will not pursue LIHTC funding for the Forest Green Apartment Complex, the Committee redirected \$1,000,000 of FY26 CIP funds to cover a potential funding gap in the Main Street Pump Station Project. The Committee also recommended additional CIP allocations totaling \$162,288, supporting equipment and system replacements across Fire, Police, and Public Works. These allocations are included in Order 2025.114 for Council consideration.

Staff recommends acceptance of Capital Projects/Operations Committee Recommendation No. 2 in the amount of \$162,288. Approval of this allocation will enable departments to begin the procurement process in compliance with City purchasing rules. Based on current thresholds, three items will require Finance Committee approval and one item, the Biddeford Police CAD/RMS system, will require City Council approval. Adoption of these allocations will support priority capital needs while maintaining a remaining balance of \$150,722 in FY26 CIP funds.

Detailed Review:

The FY2026 Budget included an appropriation for capital improvement projects (CIP) in the amount of \$2,148,710. The Capital Projects / Operations Committee (Committee) is charged with recommending the allocation of the CIP funds to the City Council for adoption. The Committee met on June 11th to review and make allocation recommendations for the FY2026

CIP and again on August 13th to review allocation of the balance of the funds. The June 11th meeting materials, including meeting video and supporting documentation, are available via this [link](#). The August 13th meeting materials, including meeting video and supporting documentation, are available via this [link](#). An earlier Capital Projects / Operations Committee Meeting occurred in May to present the FY26 CIP requests. The May meeting materials, including meeting video and supporting documentation, are available via this [link](#).

As presented to the Committee in May, the CIP funds are divided across three main categories - capital vehicle purchases, capital projects, and capital paving. The proposal is to assign approximately \$422,300 to vehicle purchases, approximately \$900,000 to capital paving, and approximately \$806,410 to CIP projects. The City Council is aware that the City is behind schedule to complete the FY24 Annual Comprehensive Financial Report (ACFR), commonly referred to as the "annual audit". Finance staff have been working with a consultant to balance the various accounts and ledgers for FY24 and FY25. This work delayed the typical allocation process. Without accurate account balance data for projects, it is difficult to ensure accurate allocation of funds. This impacted the proposed paving allocation and project allocation. The Committee opted to make allocations in phases to allow existing paving projects to move forward, vehicle purchase orders to be placed, and one of the projects to get underway. The first allocation in the amount of \$835,700 was approved by the City Council at the June 17th meeting, leaving a balance of \$1,313,010.

The Committee met again on August 13th to review and allocate the balance of the funds.

Instead, the recent notice by Bateman Partners LLC, the developers of the Forest Green Apartment Complex, indicating they would not apply for low income tax credit funding through Maine State Housing's Low Income Housing Tax Credit (LIHTC Program), caused the Committee to reevaluate the allocation of FY26 CIP funds. The Forest Green Project included funding for Main Street Pump Station upgrades required in part to support the Forest Green Apartment Complex. The total cost of the upgrades is estimated to be approximately \$1.3M. The funding source is broken down as follows:

- Approximately \$400,000 is designated to come from Sewer Impact Fee Fund
- Up to \$798,400 is covered by a cash contribution by Bateman Partners LLC
- Approximately \$201,600 comes from sewer impact fees paid by Bateman Partners, LLC

With notice by Bateman Partners that they will not seek LIHTC Program funding during the 2025-2026 funding cycle, this guarantees that there will be no funds for the Main Street Pump Station Project this fiscal year to cover the upfront cost of the project. The project is currently underway. The Committee decided to direct \$1,000,000 of FY26 CIP funds to the Main Street Pump Station Project to fill any funding gap that may be created by the delay in the Forest Green Apartment Complex Project. The reallocation of FY26 Funds is on this agenda as Order 2025.114. The unallocated FY26 CIP balance is approximately \$313,010.

The Committee did review the balance of projects and recommended award of up to \$185,000 for FY26 CIP Projects. The order associated with this agenda item reflects the allocation as follows:

- [BFD-FY26-004-Standpipe Hose Pack & Equipment Replacement](#) - \$18,000
- [BFD-FY26-001-Rescue Air Bags Replacement](#) - \$14,000
- [BPD-FY26-001-CAD/RMS System \(financed\)](#) - \$111,313
- [DPW-FY26-003-3 Recycling 30-Yard Roll-Off Container](#) - \$18,975

The total for these allocations is \$162,288, leaving a remaining balance of \$150,722. The CIP requests associated with these items are hyperlinked to the item names above.

Funding Source:

Funding for the FY2026 Capital Projects / Operations Committee Recommendations is as follows:

Fund 001 - \$162,288 CIP projects (various)

Staff Recommendation:

Staff recommends acceptance of Capital Projects / Operations Committee Recommendation No. 2 in the amount of \$162,288.

Next Steps:

Approval of this FY26 CIP allocation will result in allowing respective departments to begin the procurement process for the designated projects or items. The timing of the approval to purchase will be in compliance with the City's procurement rules. Based on current procurement thresholds, three items will require Finance Committee approval and one will require City Council approval (Biddeford Police CAD/RMS System).

Attachments:

1. 20250902 2025.113 Capital Projects Operations Committee CIP Rec No. 2 - ORDER

City of Biddeford



2026. 04 IN BOARD OF CITY COUNCIL... January 6, 2026
BE IT ORDERED, that the City Council of the City of Biddeford hereby authorizes the City Manager to sign on behalf of the City of Biddeford a Memorandum of Understanding (MOU) between the cities of Biddeford and Saco in a shared cost agreement for a computer-aided dispatching and records management system by Motorola, and authorizes the City Manager to execute on behalf of the City a Notice to Proceed with Motorola.

Attest by: _____



City Council

Meeting Date: January 6, 2026
Meeting Time: 6:00 PM
Agenda Item No: 10.c
Item Description: 2026.05 Approval/Public Works Auction Items
Submitted By: Jeff Demers, PW Director

Key Terms:

Public Works is seeking Council approval for a sealed bid auction of discontinued city equipment.

Executive Summary:

Every other year, the Public Works Department auctions off equipment that is no longer in service for city departments. This auction is a sealed bid process.

Detailed Review:

The Public Works Department is looking for the approval to put thirteen (13) items out to bid. (Attachment 1) Number 13 on the list is the waste packer and will have a mandatory starting bid of \$15,000.

Funding Source:

Funds collected from the auction will go back into the City's general fund.

Staff Recommendation:

Staff recommends Council approves the auction of these items.

Next Steps:

Should Council approve sealed bid auction for discontinued city equipment, the Public Works Department will post the auction dates.

Attachments:

1. Attachment 1-Auction items
2. Order 2026.05 Approval for Sealed Bid Auction

City of Biddeford

Auction Items

January 2026

1. Ariens snow blower. (Worn out)
2. Lister Petter Generator. (Acquired in 1999. Never used)
3. Toro Lawn mower. Walk behind. (Not used for several years)
4. Chevy Trail Blazer-2008. (Rusted out frame)
5. Home Made trailer. (Liability)
6. Large stainless-steel cabinet. (Removed from Horrigan's pump station)
7. Light tower. (No longer works)
8. Kitchen items from Fire Dept. (Please visit FD to review).
9. Small trailer- 1999. (Not safe for use)
10. GMC Mini-Bus-2008. (Rusted out)
11. Vinyl sign cutter. (Outdated)
12. Sand blaster. (Not needed)
13. 2017 Freightliner waist packer 20 Yard. (Minimum \$15,000 Bid)

City of Biddeford



2026.05 **IN BOARD OF CITY COUNCIL.....January 6, 2026,**
BE IT ORDERED that the Biddeford City Council hereby approves a sealed bid auction
for City of Biddeford equipment that is no longer in service.

Attest by: _____

City of Biddeford

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

2026.06 IN BOARD OF CITY COUNCIL... January 6, 2026
BE IT ORDERED, that the City Council of the City of Biddeford does hereby adopt the
Roberts Rules of Order.

Attest by: _____