City of Biddeford
City Council

March 3, 2026 at 6:00 PM
City Hall Council Chambers & Teams

Click to Join Teams Meeting Online
Meeting ID: 285 823 793 816 40
Passcode:RH6x94qu
Or call in by phone:+1 872-242-8054
Passcode 449023075#

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Employee Recognition
   - 4.a Employee Recognition
5. Proclamation
   - 5.a Black Balloon Day
6. Appointments
   - 6.a 2026.33 Approval/ Mayor Appointments to a Committee-Citizen
7. Presentations
   - 7.a Update on Lester B. Orcutt Survey Work
8. Public Addressing the Council

   (3 minute limit per speaker for up to a total of 15 minutes)
9. Consideration of Minutes
   - 9.a Council Minutes 2-17-26
10. Orders of the Day

    10.a 2026.19 Approval Bid CSO Alfred Street Phase 3

    10.b 2026.34 Approval of CBIZ auditing firm for FY24 audit

    10.c 2026.31 Revised Division 2 Emergency Medical Services Ordinance Sec. 30-26 through

Sec. 30-30

10.d 2026.32 Approval/Public Works Non-Supervisor Negotiator

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 1 MRS 405 6 (a) Personnel Matters

18. Adjourn

City Council

Meeting Date: March 3, 2026
Meeting Time: 6:00 PM
Agenda Item No: 4.a
Item Description: Employee Recognition
Submitted By:

Key Terms:

Executive Summary:
Attached is information regarding employee separations, retirements, anniversaries, new hires and recognition

Detailed Review:

Funding Source:

Staff Recommendation:

Next Steps:

Attachments:
1. Report for Council Mtg March 2026
2. BFD Company Citation 02-07-2026

Anniversaries in March:

Joey Lovejoy, Deputy Director of Public Works:	15 years
Kevin Guay, Mechanic 2, Public Works:	15 years
Kara Cote, Executive Assistant, Public Works:	20 years

Retirements: none

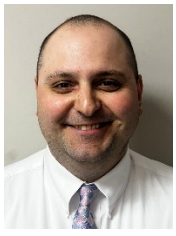
February Separations:

David Wright, Firefighter/Medic

7 New Employees: (hired in February):

Matthew Genest: Patrol Officer, Police Department

Born in Bridgton, Maine; grew up in Denmark ME. Currently living in Denmark. Attended Unity College. Previously worked at Forsyth County Sheriff's Office in North Carolina for 8 years as a Patrol Deputy. Promoted to Corporal in 2023 and stayed in the Patrol Division. Started work for City of Biddeford on February 10, 2026.



David McIntire, Mechanic, Public Works

I grew up in Gorham, Maine and currently live in Hollis, Maine. I use to work at Lockard's Collision, until they closed during Covid – when I started working at my home in my own shop. I started work for the City of Biddeford on Feb. 10, 2026.

Dena Lebeda, Staff Accountant, Finance Department

I was born in, lived, and grew up in Portland, Maine. I graduated from Deering High School and attended Husson College, obtaining a BS in Accounting. I am married with two grown children and have 18 years of experience working as an Auditor for the State of Maine as well as 7.5 years working as the Tax Collector for the City of Westbrook.

Josh Leclair, Laborer, Public Works

I was born in Portland, Maine and grew up living in cities all over the State of Maine. I graduated from Foxcroft Academy in Dover- Foxcroft, Maine. I now live in Biddeford, Maine. As far as experience, I drove a 28-foot straight truck for Clynk for over 3 years as the lead driver. I helped restructure run schedules to collect bags of bottles and cans for the company.

Julio Toro, Truck Driver 2, Public Works

I was born, grew up and attended schools in the State of Connecticut. I moved to Maine in 2019, transferred to Cumberland, and am now residing in Biddeford, Maine. I have been in the trucking industry for over 15 years.

Dillon Strout, Truck Driver 1, Public Works

I was born and raised in Sanford, Maine and graduated from Sanford High School. I currently live in Waterboro with my wife, our 13-year-old son, 5 cats, and a German Shepherd. My prior work experience includes being an arborist for Lucas Tree for 8 years, an arborist and pesticide applicator for Whitney Tree for 2 years, and an equipment operator for Westbrook Public Services for 2 years.

Kara Simmons, Deputy Human Resources Director

I'm Kara, and I'm really happy to be here! My career has been rooted in people from starting out in early childhood education to leading HR strategy and staff development initiatives. I care deeply about building strong teams, supporting leaders, and creating workplaces where people feel valued and empowered.
I'm especially passionate about creating thoughtful systems and efficiencies that make everyone's day-to-day work easier. I believe in anticipating needs, addressing challenges early, and building solutions that support the whole team.
Outside of work, I love to read and spend time with my family. My husband and I are in the thick of the very fun (and chaotic) toddler years with our two-year-old, and we spend a lot of time exploring the community together especially the local library and aquarium.

Company Citation

presented to the following members of A-Shift
on this 7th day of February 2026

Deputy Chief Steve Kiesman	Captain Derick Ouellette
Lieutenant Alex Dorow	FF/Paramedic Josh Smith
FF/Paramedic Matt Cleary	FF/Paramedic Mike Carey
FF/Paramedic Johnathan Wardwell	FF/Paramedic Monica Robinson
FF/AEMT Zach Azer	FF/AEMT Stephen Schwartz

Citation:

The Biddeford Fire Department is pleased to acknowledge the above members for their actions on the morning of January 7th, 2026, when crews were dispatched to a reported 52 M patient in cardiac arrest. CPR directions were provided by Dispatchers to family and CPR was ongoing when companies arrived on scene. Biddeford crews immediately assumed patient care following ACLS guidelines and Maine EMS protocols. Resuscitative efforts continued during transport and crews were able to achieve ROSC. This incredible outcome is the result of early recognition and activation of EMS, professional Emergency Medical Dispatching, and the top-level medical care that the City of Biddeford Fire Department is known for.

Chief of Department Lawrence D. Best

Assistant Chief Kenneth J. Thorpe

Deputy Chief Steven A. Kiesman

City of Biddeford

PROCLAMATION

Black Balloon Day in the City of Biddeford
March 7, 2026

WHEREAS, substance use disorder and drug overdose have caused profound loss and hardship for individuals, families, and communities in Biddeford, Maine, and across our nation; and

WHEREAS, Black Balloon Day is observed annually to remember and honor the lives lost to overdose, support families and loved ones who carry their memory, and raise awareness of the importance of prevention, treatment, and recovery; and

WHEREAS, the 2026 Black Balloon Day event will be held for the first time in Biddeford at New Life Church, bringing together individuals in recovery, families, advocates, and community members in a shared space of remembrance, connection, and support; and

WHEREAS, this event is organized in partnership with Access Direct Recovery Network and reflects the ongoing work of recovery organizations, advocates, and residents to connect individuals with treatment, support services, and pathways to recovery; and

WHEREAS, the City of Biddeford remains committed to addressing the impacts of substance use disorder, including through the responsible use of opioid settlement funds to support prevention, treatment, recovery, and harm reduction efforts; and

WHEREAS, the City of Biddeford recognizes the importance of reducing stigma, supporting those in recovery, and honoring the lives and memories of those lost;

THEREFORE, I, Liam LaFountain, Mayor of the City of Biddeford, do hereby proclaim March 7, 2026, as Black Balloon Day in the City of Biddeford, and urge all citizens to join in remembrance, support recovery efforts, and strengthen our collective commitment to compassion, awareness, and hope.

NOW, THEREFORE, BE IT RESOLVED, that I, Liam LaFountain, Mayor of the City of Biddeford, do hereby proclaim

In Witness Whereof, We the undersigned have herewith affixed our signatures this 3rd day of March 2026.

Liam LaFountain, Mayor

Robin Patterson, City Clerk

City of Biddeford

2026.33 IN BOARD OF CITY COUNCIL… , MARCH 3, 2026
BE IT ORDERED, that I Liam LaFountain, Mayor of Biddeford, do hereby appoint:

Bradford Jerome
Ward 4
To the Harbor Commission (Commercial Boater)
For a term to expire February 28, 2029

Jill Newman
Ward 1
To the Cable Television Committee
For a term to expire February 28, 2029

Terje Tuttle
Ward 7
To the Recycling & Waste Management Commission
For a term to expire February 28, 2029

Peter W Bouthillette
Ward 1
To the Shellfish Commission
For a term to expire February 28, 2029

Bill Emhiser
Ward 1
To the Wastewater Management Commission
For a term to expire February 28, 2029

James Lupien
Ward 3
To the Harbor Commission (Recreational Boater)
For a term to expire February 28, 2029

John Collins
Ward 6
To the Cable Television Committee
For a term to expire February 28, 2029

Attest by:_____
Robin Patterson, City Clerk

Committee, Board, and Commission Application Form

Application

Name Bradford Jerome

Pronouns Field not completed.

Ward 4

Need to find your Ward?

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

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I have been life long resident of Biddeford, Retired from Biddeford Fire Department after 35 years. Enjoy working and helping others.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. Grew up in Biddeford Pool spending a lot of time on the water. Started helping on commercial fishing boats at 12 years old. Had my own boat and lobster traps through my teenage years. Had pleasure boat most my adult life spending many hours on the river and bay with my family. Would take groups out whale watching and sightseeing around the islands. Licensed U.S.C.G. Master Captain.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Served union board 1990-2000 again 2009-2017

Board of directors Ever After Mustang Rescue 2005- Present

Committee, Board, and Commission Application Form

Application

Name jill newman

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? Cable T.V. Committee

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I have a great passion for the purpose and necessity of PEG television to the community.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I worked in 2 successful PEG Access station: one as a media specialist, the other as interim executive director.

I am a media producer of 20+ years.

I have a BA in communication and Master's certificate in project management.

I am employed as a teacher in a local school district.

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 Terje Tuttle

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? Recycling and Waste Management Commission, Wastewater Management Commission, Zoning Board of Appeals

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I love this city. I already serve on 1 other committee. I would love to serve my community better. I like the idea of being more involved.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I want to learn more about each committee. I want to be a voice.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). I serve on the citizens advisory committee.

Committee, Board, and Commission Application Form

Application

Name Peter W Bouthillette

Pronouns Field not completed.

Ward 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?
Shellfish Conservation Committee

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? Renewal

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. Help create and chaired This committee for over 20/years

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 Bill Emhiser

Pronouns Field not completed.

Ward 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?
Wastewater Management Commission

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? After 6 years of serving on Council I wish to continue service to the City.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. Extensive 50 years of business experience providing products and services to waste treatment plants. 6 years of City Council including 6 years as Council representative to the Waste Water Commission.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). City Council 2019 - 2025

Wastewater Commission 2019 - 2025

Committee, Board, and Commission Application Form

Application

Name James Lupien

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?
Harbor Commission

If other, please list below. Field not completed.

Why are you interested in serving the City of Biddeford? I am very involved with the waterways that surround our City and the changes happening. My background includes serving in the Coast guard and presently owning a boat and mooring in the Saco river. I have served as a member of the Harbor commission last term and very interested in continuing to serve as a taxpayer of Biddeford.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. Served in the Coast Guard and keep up changing laws and rules of the waterways. I have previous experience serving on the City of Biddeford Harbor Commission.

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). City of Biddeford Harbor Commission

Committee, Board, and Commission Application Form

Application

Name John Collins

Pronouns Field not completed.

Ward 6A

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? I moved to Biddeford from Lee, NH seven years ago. I am active with the Biddeford Community Gardens and attend City Council meetings regularly.I am always looking for other ways to be involved in and contribute to my community.

Please list any experience that may be pertinent to the Board or Committee in which you are requesting to serve. I recently retired after 37 years as a Professor of Genetics at UNH (Durham).

Please list any prior experience serving on any public Boards, Commissions or Committees (and approximate dates). Oyster River Coop School District School Board member (1997-2003; two terms). Oyster River Youth Assn. board member (1998-2004).

City Council

Meeting Date: March 3, 2026
Meeting Time: 6:00 PM
Agenda Item No: 7.a
Item Description: Update on Lester B. Orcutt Survey Work
Submitted By: Jeff Demers, Director of Public Works
Danica Lamontagne, Assistant to the City Manager

Key Terms:

Executive Summary:
This brief presentation is to update the City Council on the status of survey work on Lester B. Orcutt Blvd.

Detailed Review:
At their November 18, 2025 meeting, the Traffic Committee directed the Public Works Department to proceed with a survey of Lester B. Orcutt Blvd between Ocean Avenue and First Street. The intention of the survey is to identify the boundaries of the City's right-of-way in response to parking congestion and pedestrian safety concerns in this area.

Staff issued an RFP on December 23, 2025. Three consultants provided proposals and Dow & Coulombe, Inc was hired to perform the work. This firm was selected based on their competitive bid and past survey experience along this exact corridor. The contractor anticipates being on site to complete the survey during the last two weeks of March 2026.

City staff identified 29 households whose properties will be within the boundaries of the survey. A notice was sent to each of these homeowners by mail on February 12. As many of the impacted homeowners reside out-of-state, an informational meeting will be held remotely via Teams on Wednesday, March 4 at 6 PM to maximize the number of participants who will be able to attend. The meeting has been noticed on the City's website.

Results of the survey will be brought to the City Council for review when the project is

complete.

Funding Source:

Staff Recommendation:

Next Steps:

Attachments:

1. 2025-12-23_LB Orcutt Blvd - Boundary Survey RFP
2. LBO Boundary Survey - RFP Results
3. 2026-01-14_Dow & Coulombe LBO Survey Proposal

City of Biddeford, Maine
Public Works Department
371 Hill Street Biddeford, Maine 04005
Phone: (207) 282-1579 Fax: (207) 286-9395

CITY OF BIDDEFORD

REQUEST FOR PROPOSALS

BOUNDARY SURVEY SERVICES FOR LESTER B. ORCUTT BOULEVARD

1. **Project Background & Description**
   a. There is a high-demand for on-street parking along Lester B. Orcutt Boulevard to access the beach along Ocean Avenue and the East Point Audubon Sanctuary.
   b. To facilitate new on-street parking, City Council has directed Staff to identify the limits of the City's right-of-way and any private property encroachments

2. **Scope of Services**
   a. For this RFP, a signed & sealed boundary plan is requested for L.B. Orcutt Blvd, from the eastern sideline of Ocean Avenue to western sideline of 1st Street (±1,900-LF)
   b. The boundary survey shall include the following:
      1) Right-of-way widths, pins/monumentation, bearings, & distances
      2) Private lot labels & sidelines
      3) Edge-of-pavement / edge-of-gravel / driveway curb cuts
      4) Above-ground features & private property encroachments within the right-of-way
         (a) Trees, plantings/vegetation, utility poles, fences, boulders, walls, steps, signs, etc.

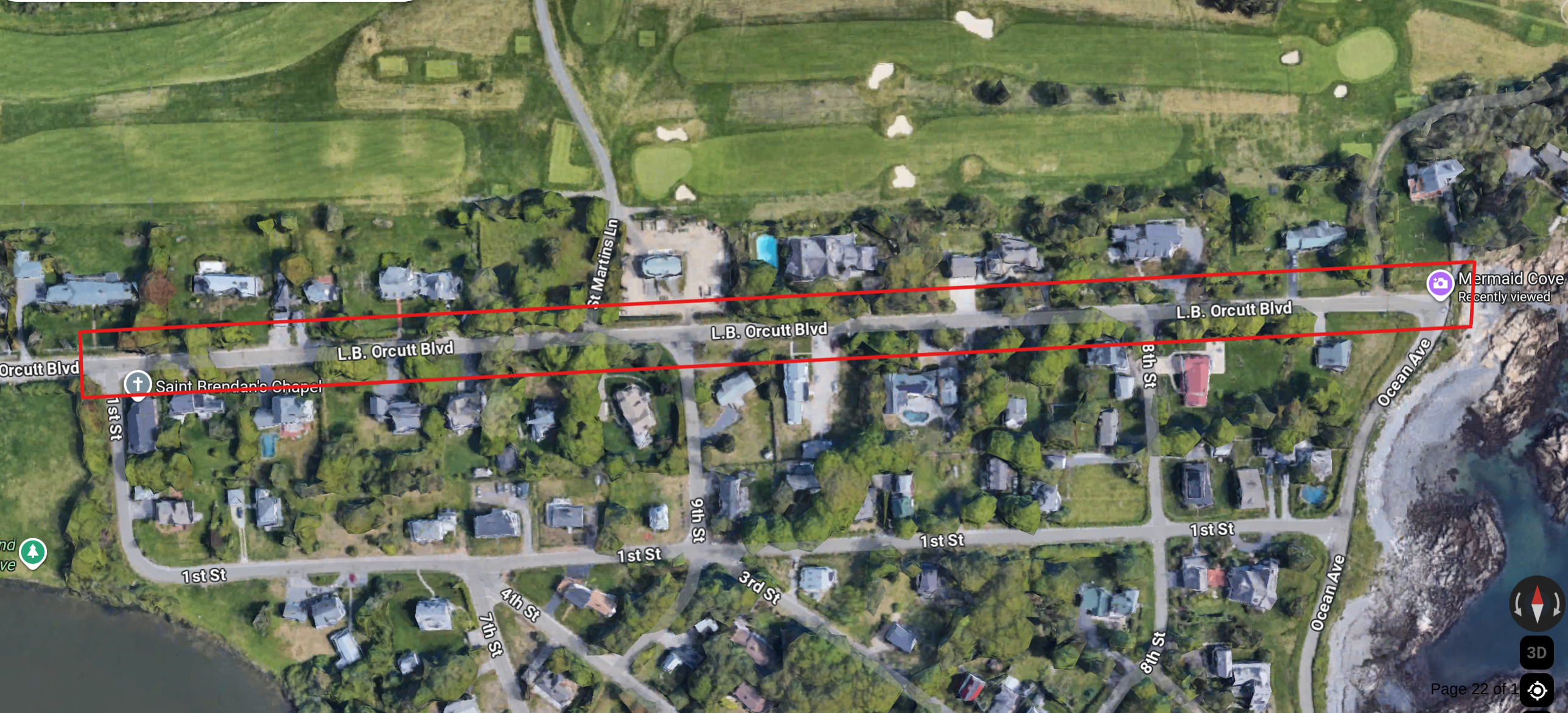
3. **Submittal Requirements**
   a. Lump-Sum Proposal
   b. Project Narrative
      i. *Concise* outline of project understanding and scope-of-services
      ii. Approximate timeline & deliverables (draft & final surveys)

4. **Submittal Deadline**
   a. Consultants shall digitally submit their proposal to craig.chekan@biddefordmaine.org by 4:00PM EST on Thursday, January 15th, 2026.

5. **Selection Process**
   a. City Staff will review received proposals with the City Manager based on cost, qualifications, and timelines
   b. The selected proposal will be awarded in-line with the City's procurement policy

6. **Supplemental Information**
   a. Consultant shall address City comments from draft survey deliverable
   b. If beneficial, City Staff has compiled the attached record drawings and deeds (for reference purposes only)
   c. Pending the successful completion of this scope-of-work, the City may be interested in contracting subsequent right-of-way boundary surveys

7. **Questions**
   a. Technical questions regarding this RFP should be directed to Craig Chekan, craig.chekan@biddefordmaine.org, no later than January 8th, 2026.
   b. Any changes or required clarifications shall be made by written addendum issued no later than January 12th, 2026.


L.B. Orcutt Blvd
L.B. Orcutt Blvd
L.B. Orcutt Blvd
Orcutt Blvd
Saint Brendan's Chapel
Mermaid Cove
Recently viewed
St Martins Ln
1st St
9th St
8th St
Ocean Ave
1st St
1st St
1st St
1st St
3rd St
4th St
7th St
8th St
Ocean Ave
3D

LESTER B. ORCUTT BLVD - BOUNDARY SURVEY RFP RESULTS				
ITEM	TASK	OWEN-HASKELL	DOW & COULOMBE	BH2M
1	RIGHT-OF-WAY BOUNDARY SURVEY	$ 8,800.00	$ 9,200.00	$ 23,500.00

Dow & Coulombe, Inc.
SINCE 1864
LAND SURVEYORS
LAND USE AND PLANNING CONSULTANTS
13 PARK STREET
SACO, MAINE 04072
(207) 284-4521
FAX (207) 284-4522
EMAIL dowcoulsurvey@outlook.com

January 14, 2026

Craig Chekan, P.E.
City Engineer
City of Biddeford, Maine
P.O. Box 586
Biddeford, ME 04005

RE: Cost for Professional Land Surveying Services at Lester B. Orcutt Boulevard, Biddeford, Maine

Dear Mr. Chekan,

Thank you for the opportunity to provide a cost proposal for professional land surveying services.

As you may know, the company known as Dow & Coulombe, Inc. has been in continuous operation since 1864. During this time, we have performed thousands of boundary surveys and have accumulated what is perhaps the largest privately held collection of survey records in York County. We have in our possession many records of boundary surveys performed in the area of Lester B. Orcutt Boulevard and are highly familiar with the area. Our capable staff of five includes four State of Maine Professional Land Surveyors. Peter Deletetsky and Michael Coulombe, the principals of Dow & Coulombe, Inc., combine for over 90 years of professional experience. In addition to working for and collaborating with the City of Biddeford over the years, Dow & Coulombe, Inc. has worked for other municipalities including the City of Saco and the Towns of Old Orchard Beach, Kennebunkport, Kennebunk, and Wells. We believe that our knowledge, experience, and extensive collection of local land records make us uniquely qualified for this type of work.

We have reviewed the "Request for Proposals, Boundary Survey Services for Lester B. Orcutt Boulevard" document (RFP) and supporting materials you furnished us together with land records in our office and at the York County Registry of Deeds website, in order to provide you with a cost to perform professional land surveying services at Lester B. Orcutt Boulevard in Biddeford Pool, Maine.

Dow & Coulombe, Inc. proposes the following scope of services:

1. Perform a boundary survey of an approximate 1,900 linear foot section of Lester B. Orcutt Boulevard from the westerly side of First Street to the easterly side of Ocean Avenue. A boundary survey includes land records research and analysis, field reconnaissance, GPS and ground-based instrument measurement, computer calculations

and evidence evaluation, and setting markers at unmonumented corners of the subject parcel (together with intermediate markers as needed). The boundary survey will be based on the street records and materials you furnished us, deeds and plans recorded at the York County Registry of Deeds, and land records from our office.

2. Locate any significant improvements observable on the ground surface including edges of pavement, gravel, or other driveway/walkway materials; trees, shrubs, and other vegetation; utilities; walls and fences; and any other improvements listed in the RFP located within the project area.

3. Prepare a plan (or plan sheets) showing the results of our work and provide you with prints of the plan (or plan sheets), a pdf of the plan (or plan sheets), and the CAD file that the plan was prepared from. Information shown on the plan will include dimensions (bearings and distances) along street lines (and any tie lines), a labelling of all markers found evidencing street lines, identification of markers set, the approximate location of sidelines of properties located along the street together with property identification by assessor's map and lot number and deed and plan references, and a listing of additional plans and records used in performing the survey.

Dow & Coulombe, Inc. proposes to perform these services for a fee of $9,200.00.

It is our understanding that the final boundary survey should be completed on, or prior to, May 1, 2026. Dow & Coulombe, Inc. will provide the City of Biddeford with (a) draft plan(s) for their review and comments during the second week of April, 2026. In order to meet the May 1 timeframe, we would need to have the City's review comments on or before April 24.

If you are agreeable to these terms, please sign where indicated on page 3 and return one copy of this letter to us, and we will schedule the work.

All boundary survey services (including the resultant plan) will be in conformance with State of Maine Board of Licensure for Professional Land Surveyors' Standards (see Chapter 90, adopted April, 2001).

If you have any questions or require additional information, please do not hesitate to contact us.

Respectfully,
DOW & COULOMBE, INC.

Michael J. Coulombe, P.L.S.

MJC/pd
Enclosures

I hereby authorize Dow & Coulombe, Inc. to perform services outlined on pages 1 and 2, and agree to payment as follows:

Payment due upon receiving final survey plans and CAD file, and invoice for services.

_____ _____

Name Date

City of Biddeford

City Council

February 17, 2026 at 6:00 PM

City Hall Council Chambers & Teams

1. Roll Call - all present

Council President Beaupre

Councilor Lessard

Councilor Vadnais

Councilor Boston

Councilor Woods

Council Doughty

Councilor Kurtz

Councilor Pierson

Councilor Cote

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

A moment of silence will be added to honor the Rev. Jessie Jackson.

4. Proclamation

4.a Black History Month

Mayor LaFountain read the proclamation and conducted the moment of silence.

5. Staffing Updates

5.a January 2026 Staffing Update

Mayor LaFountain read the list of staff updates.

6. Appointments

6.a 2026.30 Approval- Mayoral Appointments to a Committee-Citizens

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

7. Presentation

7.a Public Art Commission

Jessica Muise, Chair of the Biddeford Public Art Commission shared a presentation.

8. Public Hearing

8.a CDBG Public Hearing - documents are listed in the orders below

Public Hearing opened at 6:33 pm

Public comments – none

Public Hearing closed at 6:33 pm

8.b Recreation Bond Public Comments

One citizen spoke in support of the Biddeford Cultural Heritage Center.

Nine citizens spoke in support of a skatepark.

9. Public Addressing the Council

Two citizens spoke about sidewalks.

One citizen spoke about the comp plan.

One citizen spoke in support of public art.

One citizen spoke about opportunities for officiating weddings.

One citizen spoke about racial justice.

One citizen spoke about the importance of rent and food and for meeting minutes.

10. Consideration of Minutes

10.a Council Minutes 2-3-26

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

11. Second Reading

11.a 2026.21 Approval Amend Ordinance Code Enforcement Fees

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

11.b 2026.22 Approval Amend Shellfish Ordinance

Motion: Councilor Beaupre
Second: Councilor Lessard
Councilor Beaupre – Motion to amend section Sec 704-105 C Fees to delete each phase of "determined annually" and replace with the corresponding license fee as follows:
Resident Commercial $200
Resident Noncommercial $400
Resident Recreational: $30
Nonresident Recreational $60
Resident/nonresident one day $20
There was a discussion about a City Fee Schedule, it will be created in the future starting with the Policy Committee.
Vote on the amendment: 6 yeas – Councilors Cote, Pierson, Kurtz, Beaupre, Woods and Doughty.
3 nays – Councilors Lessard, Vadnais and Boston.

Amendment passes.
Councilor Lessard – motion to postpone this until after June 1st.
No second.
Motion failed.
Vote on the order as amended.
Roll Call Vote: Beaupre yea, Lessard nay, Vadnais nay, Boston, nay, Woods yea, Doughty yea, Kurtz yea, Pierson yea, Cote yea; 6 yeas, 3 nays.
Motion passed.

12. Orders of the Day

12.a 2026.25 Approval CDBG 2024-2028 Five-Year Consolidated Plan and Budget

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

12.b 2026.26 Approval CDBG Year One FY2024 Annual Action Plan and Budget

Motion: Councilor Beaupre

Second: Councilor Lessard

Public comment – one citizen asked about the Wi-Fi hotspots.

Vote: Unanimous in favor.

Motion passed.

12.c 2026.27 Approval CDBG Year Two FY2025 Annual Action Plan and Budget

Motion: Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

12.d 2026.28 Approve Investment Policy and Administration

Motion: Councilor Beaupre

Second: Councilor Lessard

Several Councilors asked questions about the process for this policy and had questions in about the Limitations section and the timeline for Internal Controls. Others had questions about the investments.

Councilor Cote – motion to postpone this until June 1, 2026.

Second: none

Motion failed.

Councilor Kurtz – motion to amend order to revisit this no later than June 30, 2026.

Second: Councilor Cote.

Councilor Kurtz – modify the amendment "be it further ordered that the City Council will revisit this policy by June 30, 2026." at the end of the order.

Second: Council Cote agreed to the modification.

Vote on the amendment: 0 yeas

Unanimous against. 9 nays

Amendment failed.

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

1 nay – Councilor Cote.

Motion passed.

12.e 2026.29 Resolution in Support of LD 2124 Act to Support Emergency Shelter Funding using Real Estate Transfer Tax Revenue

Motion: Councilor Beaupre

Second: Councilor Doughty

Public comment: York County Commissioner Dutremble explained the County's position on the resolution.

One citizen spoke in favor of the resolution.

Councilor Lessard is also on the York County Budget Committee and explained the budget impact of the resolution.

Mayor LaFountain explained the Mayors' Coalition and several local representatives to the state legislature support this.

Councilor Doughty asked to recuse himself from the discussion and vote on this item.

Councilor Beaupre - motion to allow Councilor Doughty to recuse himself.

Second: Councilor Woods

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

1 nay – Councilor Lessard

Motion passed.

Vote on the resolution:

4 yeas – Councilors Cote, Kurtz, Woods and Beaupre

4 nays – Councilors Lessard, Vadnais, Pierson and Boston

1 abstained – Councilor Doughty.

It is a tie vote 4-4; Mayor LaFountain will cast the deciding vote.

Mayor LaFountain votes nay.

Motion failed.

13. Public Addressing the Council

None

14. City Manager Report

City Manager Truc Dever gave an update on the Comp Plan, on the FY24 Audit, on the hiring progress with key positions, and on the kitchen fire and water damage incidents at the Fire Department. She also shared information about a letter from UNE stating their interest in extending a natural gas line to the campus.

15. Committee Updates by Council

None.

16. Other Business

Councilor Kurtz asked about future construction community updates, especially for the Downtown residents. He also wished everyone a happy Lunar New Year.

17. Council President Addressing the Council

Council President Beaupre listed concerns with the Comp Plan process, the process for city policies, access to public restrooms, IPP and the recent kitchen fire.

18. Mayor Addressing the Council

Council President LaFountain shared several positive community events including the success of the elementary school and high school basketball teams; the success of Winterfest; the Biddeford Middle School theater production, the Cardiac Save event recently celebrated at the Fire Department, and the recent visits by state representatives and Senator King.

19. Executive Session

19.a Executive Session 1 MRS 405 (6) d Contract Negotiations

19.b Executive Session 1 MRS 405 (6) a Personnel Matters

Motion to enter at 8:51 pm by Councilor Beaupre

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

Councilor Cote – motion to exit executive session at 8:51 pm

Second: Councilor Kurtz

Vote: Unanimous in favor.

Motion passed.

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

Second: Councilor Kurtz

Vote: Unanimous in favor.

Motion passed.

Councilor Pierson motion to enter executive session at 8:51pm

Second: Councilor Kurtz

Vote: Unanimous in favor.

Motion passed.

9:55 PM
Motion to come out of Executive Session: Councilor Cote
Second: Councilor Kurtz
Vote: Unanimous in favor.
Motion passed.

9:55 PM
Motion to extend meeting until 11 PM: Councilor Cote
Second: Councilor Kurtz
Vote: Councilor Lessard opposed.
Motion passed.

9:55 PM
Motion to re-enter Executive Session: Councilor Cote
Second: Councilor Kurtz
Vote: Unanimous in favor.
Motion passed.

10:48 PM
Motion to come out of Executive Session: Councilor Cote
Second: Councilor Kurtz
Vote: Unanimous in favor.
Motion passed.

20. Adjourn

10:48 PM
Motion to adjourn: Councilor Cote
Second: Councilor Kurtz
Vote: Unanimous in favor.
Meeting adjourned

City Council

Meeting Date: March 3, 2026
Meeting Time: 6:00 PM
Agenda Item No: 10.a
Item Description: 2026.19 Approval Bid CSO Alfred Street Phase 3
Submitted By: Craig Chekan, City Engineer
Jeff Demers, Public Works Director

Key Terms:
Combined Sewer Overflow (CSO);
MaineDEP Consent Agreement Project

Executive Summary:
Per MaineDEP's CSO consent agreement, the City is required to construct the Alfred Street Phase 3 sewer separation project. This project will separate combined sewers on Alfred St (from Summer St to Porter St), Mt. Vernon St, Birch St, and Porter St.

To minimize public disturbance and replace necessary aging infrastructure, the City partnered with Maine Water Company (MWC) to replace all water lines within this corridor during this project. All water expenses will be covered separately by MWC.

After conducting an open-bid process, one bid was received for construction this year from Gorham Sand & Gravel:

- City Scope: $2,798,546
- MWC Scope: $1,930,880

During the design process, approximately 110-LF of existing 24" sewer main within Alfred Street was determined to be deteriorated and in need of relining; Vortex Services LLC provided a lining repair quote of $27,495.00.

Staff recommend accepting Gorham Sand & Gravel's low-bid, reline the deteriorated sewer main, and include a 9.8% contingency ($3,100,000 total).

Detailed Review:
In order to keep pace with MaineDEP's consent agreement deadlines and avoid monetary penalties, the City is required to construct a large sewer separation project annually through 2030.

As publicly forecasted at past council meetings (2024.48) and during the City's recent bond referendum campaign, the City's 2026 sewer separation project is Alfred Street Phase 3. The scope of this project will include:

- New storm mains and new water mains within Alfred St (from Summer St to Porter St), Mt. Vernon St, Birch St, and Porter St
- New sewer mains within Mt. Vernon St & Porter St (based on deteriorated infrastructure)
- Reline 110-LF of deteriorated 24" sewer main within Alfred St
- Curb-to-curb paving restoration & replacing deteriorated sidewalks on side streets

Construction is anticipated from April to November 2026. Flaggers and/or temporary traffic signals are expected to be utilized along Alfred Street; side streets will be limited to one-way local traffic during construction.

During the open-bid process, over 30 companies registered as planholders – six of which from reputable contractors; however, only one bid was received from Gorham Sand & Gravel (GSG) at $2,798,546.

GSG's $2.8MM bid is $400k less than BH2M's final cost estimate ($3.2MM) and is deemed acceptable by City Staff (especially after the successful completion of last year's Elm Street sewer separation project with GSG). Likewise, Maine Water Company (MWC) is accepting of the separate water-portion scope of this project ($1.9MM).

Vortex Services LLC submitted a $27,495 quote to reline & repair the deteriorated sewer main within Alfred Street. City Staff recommend including Vortex's lining scope within this approval (based on Vortex's lowest unit-pricing on the City's previous lining RFP).

Funding Source:
Funding for this $3,100,000 should be drawn from the City's recently voter-approved $20MM CSO bond (11/04/2025); however, due to the City's on-going financial audits - the City does not have a credit rating and cannot acquire said bond.

The auditors at CBIZ recently revised their projected completion date for the FY24 audit. They are now targeting the end of March or early April 2026, and a CSO bond can be acquired shortly thereafter. According to the City's bond broker, once the audit is submitted, it takes between 4 to 6 weeks to secure the bond (Attachment 8).

As for potential alternative funding sources (to cover construction costs until a bond is secured for replenishment):

- The City has approximately $1,885,144.64 in undesignated sewer permit fees (according to Munis actuals listed on 2/10/2026); see attached.

Knowing the importance of this CSO project, the City's Wastewater Commission unanimously voted on 02/11/2026 to support the use of sewer permit fees to temporarily fund this construction project, pending the sewer permit fee balance is refunded once a CSO bond is acquired.

If this project commences as proposed, the contractor's first pay requisition will likely not occur until May 1st.

Delaying this construction project and its associated budget approval has significant risks:

1. **Designated 2026 Construction Schedule**
    a. This project's specifications listed a 3/16/26–11/13/26 construction window
    b. Based on the large scope-of-work for this project, the Contractor requires a full-construction season (i.e. every minute they can get)
    c. Missing the March 16th allowable start date would likely breach our contract & require rebidding; see Bullet #2
2. **Rebidding**
    a. Rebidding this project for this year will lose multiple months of the 2026 construction season; to compensate for the abbreviated construction season, any available contractors will likely require multiple field crews (thus significantly increasing costs)
    b. Since only one bid was received, rebidding may result in a higher bid price (due to lack of competition)
    c. Based on past lessons learned, contractors already have full-plates come March/April and can't take on additional projects (thus why Staff pushed to have this project out-to-bid in December); the probability of receiving zero bids greatly increases if we try to rebid this project for this year.
    d. Pushing this project to a future year has a snowball effect and puts the City at risk with their DEP Consent Agreement; see Bullet #3
3. **MaineDEP Consent Agreement**
    a. The City's DEP Consent Agreement took years of coordination to develop and was framed upon completing one construction project annually to avoid:
        i. Having multiple construction projects active within the Downtown area and greatly disrupting traffic/residents/businesses
        ii. Needing multiple reputable contractors to bid in a single year
        iii. Staff trying to simultaneously manage/oversee multiple large-scale

construction projects

b. Missing a 2026 construction season greatly condenses the City's available timeline to meet DEP's 12/31/2030 5-project deadline; missing this deadline imposes multiple monetary penalties ($30,000 & $100/day) and sets the City up to miss the remaining consent agreement deadlines (since each deadline is based on prerequisites) which incur up to an additional $50,000 in monetary penalties
c. Based on the City's past efforts and proactive stance, we've built some buffer to meet DEP's 12/31/2030 deadline; however, that buffer is being consumed by MaineDOT's Route 1 Rehabilitation Project in 2027. Staff does not advise constructing a large sewer project in Alfred Street or Main Street while DOT is rebuilding Route 1.

4. Partnerships

a. Pulling the rug on a construction project last minute impacts our reputation with our construction partners:
    i. Maine Water Company (MWC) has been co-designing this project with City Staff for 8+ months and have already budgeted this project for 2026 construction through their public process.
    ii. Gorham Sand & Gravel (GSG) is one of the few contractors in the area that still bid on these complex sewer projects (hence they were the only bidder). By waiting on the City's awarding of this project, GSG has actively not pursued other construction projects. Staff want to avoid tarnishing our long-standing relationship with GSG and potentially being labeled unreliable.

Payment / Funding Discussion and Options

We expect that this project will include an average of 8 payment installments with the first payment beginning May 1st, 2026. We have also provided a pay requisition timeline which provides two payment estimates (see attachment 7 titled Alfred Street Phase 3 - estimated pay requisition timeline). Estimate A is a total of $387,500.00 per month, which is the average total of the project paid out over 8 equal installments. Estimate B consists of weighted payment installments that is based off of past projects payments history. Staff has come up with the following three options with regard to funding for this project highlighted below.

Option 1: The FY24 audit is completed on schedule and a CSO bond is issued before the first payment due date.

Option 2: In the event there are delays in securing a bond until after project completion or the City is unable to obtain a bond, this option would include a combination of existing Sewer Permit fees of approximately $1.6MM and $1.5MM in unallocated FY27 CIP funds, which would be eligible for use beginning July 1, 2026.

Based on the estimated payment timeline starting in May, the City would be required to come

up with approximately $737,500.00 using sewer fees for the first couple of payments, which is the average of the first two monthly payment estimates and takes into consideration both estimate A and B. As previously stated, there is approximately $1,885,144.64 in undesignated sewer fees. This consists of $814,156.38 from 35102-40503 "new sewer permit" as well as the following GL accounts:
35102-40248 - sewer capacity app fee REV
35102-40247 — sewer hook up fee REV
35102-40246 - sewer insp fee REV
35102-40254 - Sewer pump station fee REV
35101-40250 - inflow & infiltration fee REV

There is also an additional $496,527, which consists of the main street pump station designated amount (Council Order 2025.83) and the Lincoln ST FM manifold designated amount (11/18 Finance Order 4.D) These figures are broken out in Attachment 6 titled Sewer Permit account totals. Attachment 9 shows projected cash flow using unaudited/reconciled numbers through the duration of the project.

Option 3: Do not do the project and postpone until next year.

Staff Recommendation:
To stay on pace with DEP's Consent Agreement deadlines and avoid potential financial penalties, Staff recommend accepting Gorham Sand & Gravel's low-bid, reline the deteriorated sewer main, and include a 9.8% contingency for change orders, RFIs, and inspection/administrative fees:

ITEM	**COST**
Gorham Sand & Gravel Bid	$2,798,546
Vortex 24" Sewer Lining	$27,495
9.8% Contingency	$273,959
TOTAL	**$3,100,000.00**

Funding for this $3,100,000.00 will be drawn from the City's recently voter-approved $20MM CSO bond (11/04/2025); however, should there be delays in securing the bond – $1,600,000 of existing Sewer Permit fees & $1,500,000 of unallocated FY27 CIP funds will be used to cover construction costs until a bond is secured. Once the bond is secured, any used alternative funding sources would be reimbursed.

Next Steps:
Once Council approves, the contract will be awarded to Gorham Sand & Gravel and construction will commence in early Spring.

Attachments:
1. 10 - Council Order
2. 1 - Project Location Map

3. 2 - Bid Summary
4. 3 - Cost Estimate
5. 4 - Vortex Lining Quote
6. 5 - DEP Consent Agreement
7. 6 - Sewer Permit Account Totals
8. 7 - Alfred Street Phase 3 - Estimated Pay Requisition Timeline
9. 8 - Bond Broker email
10. 9-Cash Flow Projections 2.25.26
11. 10-CD Maturity Schedule_Redacted
12. 11-MT Investment- January 2026_Redacted 2
13. 12-CSO Project Funding Memorandum (002)

City of Biddeford

2026.19 IN BOARD OF CITY COUNCIL…March 3rd, 2026

BE IT ORDERED, that the City Manager or their designee be authorized to sign a unit-cost contract with Gorham Sand & Gravel, Inc. of Gorham, Maine for the construction of the Alfred Street Phase 3 Sewer Separation Project, as per the bid submitted and opened on January 22nd, 2026 in the amount of $2,798,546.

BE IT FURTHER ORDERED, that $27,495 be allocated for Vortex Services LLC's relining of a deteriorated 24" sewer main with Alfred Street.

BE IT FURTHER ORDERED, that $273,959 (9.8%) be allocated for contingency change orders, RFIs, and inspection/administrative fees.

Funding for this $3,100,000.00 will be drawn from the City's recently voter-approved $20MM CSO bond (11/04/2025); however, should there be delays in securing the bond – $1,600,000 of existing Sewer Permit fees & $1,500,000 of unallocated FY27 CIP funds will be used to cover construction costs until a bond is secured. Once the bond is secured, any used alternative funding sources would be reimbursed.

NOTE: The Finance Committee reviewed this item at their 2/17, 2/20, & 3/3 meetings.

Attest by:_____

Robin Patterson, City Clerk

BIDDEFORD FIRE DEPARTMENT CENTRAL FIRE STATION

BIRCH STREET

ALFRED STREET

1,000'± PROPOSED STORM DRAIN

WASHINGTON STREET

1,000'± PROPOSED WATER MAIN

POST OFFICE

115'± PROPOSED STORM DRAIN

350'± PROPOSED WATER MAIN

400'± PROPOSED WATER MAIN

500'± PROPOSED WATER MAIN

200'± PROPOSED STORM DRAIN

350'± PROPOSED SEWER MAIN

PORTER STREET

BIRCH STREET

EAGLES CLUB

425'± PROPOSED STORM DRAIN

MT. VERNON STREET

SUMMER STREET

WINDSOR LANE

PROSPECT STREET

450'± PROPOSED SEWER MAIN

FOSS STREET

Scale: 1" = 50'

50' 0 50' 100'

NO.	DATE	REVISION DESCRIPTION

BH2M
Berry, Huff, McDonald, Milligan Inc.
Engineers, Surveyors
380B Main Street
Gorham, Maine 04038
Tel. (207) 839-2771
www.bh2m.com

FOR
The City of Biddeford
205 Main Street
Biddeford, Maine

PROJECT OVERVIEW PLAN

ALFRED STREET
SEWER SEPARATION
PHASE 3
ALFRED STREET
BIDDEFORD, MAINE

DESIGNED	DATE
C. MacDonald	December 2025
DRAWN	SCALE
Staff	1" = 50'
CHECKED	JOB. NO.
C. MacDonald	24065

SHEET
1

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ALFRED ST PHASE 3 SEWER SEPARATION PROJECT - BID SUMMARY RESULTS (01/22/2026)					
PART 1 - CITY STORM DRAIN				GORHAM SAND & GRAVEL	
ITEM NUMBER	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1A	SITE PREPARATION	1	LS	$ 291,400.00	$ 291,400.00
2A	TEST PITS	5	EA	$ 1,385.00	$ 6,925.00
3A	TRAFFIC CONTROL SIGNAGE	1	LS	$ 136,750.00	$ 136,750.00
4A	TRAFFIC CONTROL FLAGGERS	40	DAY	$ 1,500.00	$ 60,000.00
5A	EROSION & SEDIMENT CONTROL	1	LS	$ 5,000.00	$ 5,000.00
6A	2' F-BASIN	31	EA	$ 4,855.00	$ 150,505.00
7A	4' DRAIN CB	4	EA	$ 5,325.00	$ 21,300.00
8A	4' DRAIN MH	20	EA	$ 8,860.00	$ 177,200.00
9A	6' DRAIN MH	1	EA	$ 13,079.00	$ 13,079.00
10A	6" ROOF DRAIN SERVICE	53	LF	$ 160.00	$ 8,480.00
11A	8" DS	6	LF	$ 385.00	$ 2,310.00
12A	12" SD	470	LF	$ 312.00	$ 146,640.00
13A	15" SD	154	LF	$ 187.00	$ 28,798.00
14A	18" SD	661	LF	$ 307.00	$ 202,927.00
15A	24" SD	565	LF	$ 441.00	$ 249,165.00
16A	30" SD	250	LF	$ 354.00	$ 88,500.00
17A	42" SD	36	LF	$ 569.00	$ 20,484.00
18A	4' SEWER MH	8	EA	$ 10,350.00	$ 82,800.00
19A	6" SEWER SERVICE	365	LF	$ 227.00	$ 82,855.00
20A	6" SEWER MAIN	42	LF	$ 454.00	$ 19,068.00
21A	10" SEWER MAIN	697	LF	$ 330.00	$ 230,010.00
22A	24" SEWER MAIN	42	LF	$ 531.00	$ 22,302.00
23A	OFFSET SEWER/DRAIN	14	EA	$ 6,250.00	$ 87,500.00
24A	BITUMINOUS SIDEWALK	1232	SY	$ 66.00	$ 81,312.00
25A	BITUMINOUS SIDEWALK REPAIR	3	SY	$ 30.00	$ 90.00
26A	CONCRETE SIDEWALK REPAIR	8	SY	$ 300.00	$ 2,400.00
27A	REINSTALL GRANITE CURB	187	LF	$ 36.00	$ 6,732.00
28A	REMOVE GRANITE CURB	538	LF	$ 15.00	$ 8,070.00
29A	BITUMINOUS CURB REPAIR	42	LF	$ 30.00	$ 1,260.00
30A	INSTALL CONCRETE CURB	569	LF	$ 25.00	$ 14,225.00
31A	PERM. TRENCH CAP	69	SY	$ 80.00	$ 5,520.00
32A	TEMP. TRENCH CAP	697	SY	$ 20.00	$ 13,940.00
33A	TRENCH CAP	1304	SY	$ 61.00	$ 79,544.00
34A	FULL-DEPTH PAVEMENT	1783	SY	$ 52.00	$ 92,716.00
35A	PAVEMENT MILL & FILL	4089	SY	$ 31.00	$ 126,759.00
36A	STRIPING & MARKING	1	LS	$ 27,000.00	$ 27,000.00
37A	LEDGE EXCAVATION	338	CY	$ 350.00	$ 118,300.00
38A	LOAM & SEED	75	SY	$ 27.00	$ 2,025.00
39A	ABANDON PIPE/STRUCTURES	1	LS	$ 69,505.00	$ 69,505.00
40A	REBUILD/CORE STRUCTURES	3	EA	$ 1,800.00	$ 5,400.00
41A	NIGHTWORK	10	HR	$ 975.00	$ 9,750.00
				GSG - PART 1 TOTAL:	**$ 2,798,546.00**

PART 2 - MWC WATER MAIN				GORHAM SAND & GRAVEL	
ITEM NUMBER	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1B	SITE PREPARATION	1	LS	$ 86,068.00	$ 86,068.00
2B	TEST PITS	5	EA	$ 1,385.00	$ 6,925.00
3B	TRAFFIC CONTORL SIGNAGE	1	LS	$ 136,750.00	$ 136,750.00
4B	TRAFFIC CONTROL FLAGGERS	35	DAY	$ 1,500.00	$ 52,500.00
5B	EROSION & SEDIMENT CONTROL	1	LS	$ 4,000.00	$ 4,000.00
6B	12" WATER MAIN	1365	LF	$ 399.00	$ 544,635.00
7B	8" WATER MAIN	905	LF	$ 237.00	$ 214,485.00
8B	6" WATER MAIN	125	LF	$ 418.00	$ 52,250.00
9B	2" WATER MAIN	127	LF	$ 433.00	$ 54,991.00
10B	RESTORE WATER SERVICE LINE (<2")	400	LF	$ 345.53	$ 138,212.00
11B	WATER SERVICE CONNECTION	26	EA	$ 800.00	$ 20,800.00
12B	HYDRANT	4	EA	$ 3,990.00	$ 15,960.00
13B	THRUST BLOCK	15	EA	$ 500.00	$ 7,500.00
14B	LEDGE EXCAVATION	273	CY	$ 350.00	$ 95,550.00
15B	LOAM & SEED	25	SY	$ 27.00	$ 675.00
16B	PERM. TRENCH CAP	56	SY	$ 80.00	$ 4,480.00
17B	TEMP. TRENCH CAP	578	SY	$ 20.00	$ 11,560.00
18B	TRENCH CAP	1231	SY	$ 61.00	$ 75,091.00
19B	FULL-DEPTH PAVEMENT	823	SY	$ 52.00	$ 42,796.00
20B	PAVEMENT MILL & FILL	1747	SY	$ 31.00	$ 54,157.00
21B	BITUMINOUS SIDEWALK REPAIR	13	SY	$ 30.00	$ 390.00
22B	CONCRETE SIDEWALK REPAIR	44	SY	$ 300.00	$ 13,200.00
23B	REINSTALL GRANITE CURB	65	LF	$ 36.00	$ 2,340.00
24B	BITUMINOUS CURB REPAIR	15	LF	$ 30.00	$ 450.00
25B	2" RIGID FOAM INSULATION	100	LF	$ 21.00	$ 2,100.00
26B	NIGHT WORK	30	HR	$ 975.00	$ 29,250.00
27B	MATERIAL MANAGEMENT	1	LS	$ 12,500.00	$ 12,500.00
28B	CONNECTION TO EX. MAIN (ALF/SUM)	1	LS	$ 11,460.00	$ 11,460.00
29B	CONNECTION TO EX. MAIN (SUM/ALF)	1	LS	$ 11,460.00	$ 11,460.00
30B	CONNECTION TO EX. MAIN (WAS/ALF)	1	LS	$ 11,460.00	$ 11,460.00
31B	CONNECTION TO EX. MAIN (CLA/ALF)	1	LS	$ 10,910.00	$ 10,910.00
32B	CONNECTION TO EX. MAIN (ALF/POR)	1	LS	$ 11,460.00	$ 11,460.00
33B	CONNECTION TO EX. MAIN (VER/FOS)	1	LS	$ 11,460.00	$ 11,460.00
34B	CONNECTION TO EX. MAIN (BIR/PRO)	1	LS	$ 11,460.00	$ 11,460.00
35B	CONNECTION TO EX. MAIN (PRO/BIR2)	1	LS	$ 10,910.00	$ 10,910.00
36B	CONNECTION TO EX. MAIN (PRO/BIR8)	1	LS	$ 11,460.00	$ 11,460.00
37B	CONNECTION TO EX. MAIN (BIR/ALF)	1	LS	$ 11,460.00	$ 11,460.00
38B	CONNECTION TO EX. MAIN (POR/PRO)	1	LS	$ 11,460.00	$ 11,460.00
39B	CONNECTION TO EX. MAIN (WIN/VER)	1	LS	$ 12,110.00	$ 12,110.00
40B	CONNECTION TO EX. MAIN (57 BIRCH)	1	LS	$ 8,990.00	$ 8,990.00
41B	CONNECTION TO EX. MAIN (150 ALF)	1	LS	$ 8,990.00	$ 8,990.00
42B	CONNECTION TO EX. MAIN (152 ALF)	1	LS	$ 8,990.00	$ 8,990.00
43B	INSERTION VALVE (ALF/SUM)	1	LS	$ 13,725.00	$ 13,725.00
44B	INSERTION VALVE (57 BIRCH)	1	LS	$ 20,725.00	$ 20,725.00
45B	INSERTION VALVE (ALF/POR)	1	LS	$ 13,725.00	$ 13,725.00
46B	INSERTION VALVE (BIR/ALF)	1	LS	$ 13,725.00	$ 13,725.00
47B	INSERTION VALVE (PRO/BIR)	1	LS	$ 13,725.00	$ 13,725.00
48B	INSERTION VALVE (BIR/PRO)	1	LS	$ 11,600.00	$ 11,600.00
				GSG - PART 2 TOTAL:	**$ 1,930,880.00**

GSG - GRAND TOTAL:	**$ 4,729,426.00**

BH2M
380B Main Street
Gorham, Maine 04038

SITE CONSTRUCTION COST WORKSHEET
ALFRED STREET PHASE 3
SEWER SEPARATION

Drain Project Bid Items	Quantity	Unit	Unit Cost	Total Cost
1A. Site Preparation	1	LS	$ 250,000	$ 250,000.00
2A. Test Pits	5	EA	$ 2,250.00	$ 11,250.00
3A. Traffic Control - Signage	1	LS	$ 150,000.00	$ 150,000.00
3A. Traffic Control - Flaggers	40	Days	$ 1,000.00	$ 40,000.00
5A. Erosion and Sedimentation Control	1	LS	$ 25,000.00	$ 25,000.00
6A. Type F Catch Basin	31	EA	$ 5,250.00	$ 162,750.00
7A. 4' Dia Catch Basin	4	EA	$ 6,000.00	$ 24,000.00
8A. 4' Dia Drain Manhole	20	EA	$ 7,500.00	$ 150,000.00
9A. 6' Dia Drain Manhole	1	EA	$ 16,000.00	$ 16,000.00
10A. 6" Drain Services	53	LF	$ 400.00	$ 21,200.00
11A. 8" Storm Drain	6	LF	$ 280.00	$ 1,680.00
12A. 12" Storm Drain	470	LF	$ 300.00	$ 141,000.00
13A. 15" Storm Drain	154	LF	$ 325.00	$ 50,050.00
14A. 18" Storm Drain	661	LF	$ 340.00	$ 224,740.00
15A. 24" Storm Drain	565	LF	$ 400.00	$ 226,000.00
16A. 30" Storm Drain	250	LF	$ 450.00	$ 112,500.00
17A. 42" Storm Drain	36	LF	$ 850.00	$ 30,600.00
18A. 4' Dia Sewer Manhole	8	EA	$ 7,500.00	$ 60,000.00
19A. 6" Sewer Service	365	LF	$ 300.00	$ 109,500.00
20A. 6" Sewer Main	42	LF	$ 300.00	$ 12,600.00
21A. 10" Sewer	697	LF	$ 310.00	$ 216,070.00
22A. 24" Sewer	42	LF	$ 400.00	$ 16,800.00
23A. Offset Sewer and Drain Services	14	EA	$ 6,500.00	$ 91,000.00
24A. Bituminous Sidewalk Reconstruction	1232	SY	$ 75.00	$ 92,425.00
25A. Bituminous Sidewalk Repair	3	SY	$ 50.00	$ 174.72
26A. Concrete Sidewalk Repair	8	SY	$ 350.00	$ 2,660.00
27A. Reinstall Granite Curb	187	LF	$ 70.00	$ 13,090.00
28A. Remove Granite Curb	538	LF	$ 15.00	$ 8,070.00
29A. Repair Bituminous Curb	42	LF	$ 35.00	$ 1,470.00
30A. Install Concrete Curb	569	LF	$ 35.00	$ 19,915.00
31A. Permanent Trench Cap	69	SY	$ 65.00	$ 4,466.83
32A. Trench Cap (Full Depth)	697	SY	$ 25.00	$ 17,426.32
33A. Trench Cap (Mill and Fill)	1304	SY	$ 55.00	$ 71,712.61
34A. Full Depth Pavement Reconstruction	1783	SY	$ 70.00	$ 124,816.44
35A. Pavement Mill and Fill	4089	SY	$ 35.00	$ 143,103.33
36A. Striping and Marking	1	LS	$ 10,000.00	$ 10,000.00
37A. Ledge Excavation	338	CY	$ 400.00	$ 135,200.00
38A. Loam and Seed	75	SY	$ 50.00	$ 3,750.00
39A. Abandon Pipe and Structures	1	LS	$ 25,000.00	$ 25,000.00
40A. Rebuild / Core Structures	3	EA	$ 2,200.00	$ 6,600.00
41A. Night Work	10	HR	$ 2,500.00	$ 25,000.00
Subtotal				**$ 2,847,620.26**
15% Contigency				**$ 427,143.04**
Drain Project Subtotal				**$ 3,274,763.30**

To:	City of Biddeford, ME	**Contact:**	Craig Chekan
Address:	63 Water Street	**Phone:**	
	Biddeford, ME 4005	**Email:**	Craig.Chekan@Biddefordmaine.org
Project Name:	ME - Biddeford - BWW - Adams St 12" UVCIPP	**Bid Number:**	2514635
Project Location:	Alfred St, Biddeford, ME	**Bid Date:**	11/13/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	UVCIPP Lining (24" X '110)	1.00	LS	$25,895.00	$25,895.00
2	Manned Entry - Grout Lateral	1.00	EACH	$1,600.00	$1,600.00

Total Bid Price: $27,495.00

Notes:

- Proposal includes standard dewatering for 2" of flow or less. Any additional dewatering / bypass / or flow control beyond these efforts or greater than 200 GPM will be provided by Others.
- Proposal includes standard signs and cones. Any additional maintenance of traffic (MOT) i.e. Police detail and/or flaggers will be invoiced separately at cost plus 10%.
- Owner will provide access to hydrant for cleaning water. We have not included the cost of any fee for water use in this proposal.
- Owner will provide a local disposal site for any debris that is generated from the cleaning process. Disposal site must be less than 10 miles away from job site.
- Owner will provide access to manholes/structures.
- This proposal does not include any permitting or fees associated with it.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 30 days from the bid date.
- Site Restoration will be performed by Others.
- CIPP Samples can be provided at no additional cost. If 3rd party CIPP testing is required, it can be provided at $450 per each test. There was no CIPP specification mentioning samples and testing for this bid.
- We will provide a post cctv video to show the final CIPP product. One light jetter pass will be included before running the camera down the final CIPP liner.
- Standard wages are included. There are no Prevailing wages and or Union Wage Rates included in this bid proposal.
- Our bid proposal as submitted reflects the current material pricing established on or before the bid date listed within our proposal. In the event of unforeseen price increases of our raw materials, Vortex reserves the right to adjust our unit rate or overall bid proposal accordingly to account for such price increases.
- Payment terms: Net 30 days. Interest will be added to balances outstanding after 30 days
- We have not included any sales tax in this proposal.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Vortex Services LLC

Authorized Signature: _____

Estimator: Patrick Holland
(207) 530-0937
patrick.holland@vortexcompanies.com

-IN THE MATTER OF:

CITY OF BIDDEFORD	)	**ADMINISTRATIVE CONSENT**
BIDDEFORD, YORK COUNTY, MAINE	)	**AGREEMENT**
PROTECTION AND IMPROVEMENT OF	)	
WATERS	)	**(38 M.R.S. § 347-A)**
2020-169-W	)	

This Agreement, by and among the City of Biddeford ("City") and the State of Maine, Department of Environmental Protection ("Department" or "DEP"), as approved by the Maine Board of Environmental Protection ("Board") and the Office of the Attorney General ("OAG") is entered into pursuant to the laws concerning the Department's *Organization and Powers*, 38 M.R.S. §§ 347-A(1) and 341-D(6).

THE PARTIES AGREE AS FOLLOWS:

1. The City is a municipal corporation that is organized and exists under the laws of the State of Maine.

2. Throughout the period of time addressed by this Agreement, the City was subject to Maine's *Water Pollution Control Laws*, 38 M.R.S. § 413, et seq.

3. The Department authorized the City to discharge treated sanitary wastewater and combined sanitary wastewater and stormwater, subject to conditions, in Waste Discharge License W000683-5M-L-M/Maine Pollutant Discharge Elimination System Permit #ME0100048, issued on June 18, 2014 ("2014 Permit") and renewed by the Department on April 16, 2021 ("2021 Permit").

4. Throughout the period of time addressed by this Agreement, the City was subject to, among other things, the following license conditions in the 2014 and 2021 Permits:

Permit Special Condition J(4) of the City's 2014 Permit, which states in relevant part:

> *The permittee must implement* [Combined Sewer Overflow, or "CSO"] *control projects in accordance with an approved CSO Master Plan and abatement schedule. The CSO Master Plan entitled Phase II Combined Sewer Overflow Master Plan for the City of Biddeford, Maine dated June 2008 and revised January 2009 with abatement project schedule was approved on January 22, 2009. The abatement schedule may be amended from time to time based on mutual agreements between the permittee and the Department. The permittee must notify the Department in writing prior to any proposed changes to the*

implementation schedule. Based on the approved abatement schedule, the permittee must comply with the following schedule dates:...

***On or before December 31, 2015,** the permittee shall complete an update to the CSO Master Plan which reflects findings from the* [Sewer System Evaluation Study, or "SSES"] *and submit the report to the Department for review and approval.*

Permit Special Condition J(6) of the City's 2014 Permit, which states in relevant part:

The permittee must conduct block testing or flow monitoring according to an approved Compliance Monitoring Program on all CSO points, as part of the CSO Master Plan. Annual flow volumes for all CSO locations must be determined by actual flow monitoring, or by estimation using a model such as USEPA's Storm Water Management Model (SWMM).

*Results must be submitted annually as part of the annual CSO Progress Report (see below), and must include annual precipitation, CSO volumes (actual or estimated) and any block test data required. Any abnormalities during CSO monitoring must also be reported. The results must be reported on the Department form "CSO Activity and Volumes" (**Attachment D** of this permit) or similar format and submitted electronically to the Department.*

CSO control projects that have been completed must be monitored for volume and frequency of overflow to determine the effectiveness of the project toward CSO abatement. This requirement must not apply to those areas where complete separation has been completed and CSO outfalls have been eliminated.

Permit Special Condition J(4) of the City's 2021 Permit, which states in relevant part:

The permittee must implement CSO control projects in accordance with an approved CSO Master Plan and abatement schedule. The last CSO Master Plan approved by DEP was entitled Phase II Combined Sewer Overflow Master Plan for the City of Biddeford, Maine dated June 2008 and revised January 2009. A subsequent CSO Master Plan Update was submitted by the City on October 28, 2016 and received conditional approval, contingent upon confirming the plan's viability via hydraulic modeling.

The plan was proven non-viable due to street level flooding predicted by the model runs. Since the plan was rejected, Biddeford is currently without an approved CSO Master Plan. The City is currently implementing several abatement activities which should have a significant impact on CSO discharge from CSO 005 and 006. The agreed upon CSO Master Plan Update, to be submitted on the schedule shown below, will provide a summary of these efforts, as well as charting a course forward for the City.

The abatement schedule may be amended from time to time based on mutual agreements between the permittee and the Department. The permittee must notify the Department in writing prior to any proposed changes to the implementation schedule. Based on the agreement reached at our meeting in Biddeford on 10/24/19, the permittee must comply with the following schedule dates:

*On or before **June 30, 2023**, the permittee must complete an update to Biddeford's CSO Master Plan. The Master Plan Update must be submitted to the Department for review and approval.*

5. Throughout the period of time addressed by this Agreement, the City was also subject to, among other things, the following Department regulatory requirements related to the CSO Master Plans and updates:

Combined Sewer Overflow Abatement Rule, 06-096 C.M.R. ch. 570, § 3, which states in relevant part:

*3. **Elements of a CSO Master Plan.** The following elements must be included in a CSO Master Plan by the licensee.*

*A. **CSO assessment and monitoring.** The complexity of sewerage systems and CSO discharge situations varies greatly from one community to another. Consequently, it is recognized that the scope and magnitude of assessment and monitoring needs must be adapted to each individual community. The description of activities below is intended to reflect the magnitude and nature of assessment and monitoring which may be done in a comprehensive study. Depending on individual community needs, a licensee may expect to tailor an individual program. Not all activities will be required of all licensees.*

...

(2) CSO discharge points must be observed and either flow monitored or modeled over a period of time sufficient to reflect a wide range of storm events and antecedent conditions in order to determine CSO activity. Additionally, flow monitoring must be conducted at a number of locations adequate to allow estimation of flows within the entire sewer system. Flow monitoring must be representative of the sewerage system's drainage area and include varied land uses, unless otherwise approved by the department. The number and location of flow monitoring points will vary with characteristics of individual systems and the means used to evaluate the system. Also, the period of monitoring time needed to obtain sufficient data will vary depending on the weather conditions. Typically, the use of computer modeling of a system will reduce the need for flow monitoring.

(3) In conjunction with flow monitoring, testing is to be conducted on flow-weighted, composite samples, or grab samples, depending on applicability, to determine pollutant loads. Samples must be collected to characterize the so-called first flush, and the total discharge volume. Samples must be analyzed for total suspended solids, biochemical oxygen demand and bacteria. The department, on the basis of receiving water sensitivity, known discharge constituents of concern, or local concerns, may specify analysis for other pollutants. Normally, samples must be collected during four separate discharge events, two in the spring and two in the summer, at each location.

...

(5) Concurrent with CSO monitoring, evaluation of the sewer system must be conducted to identify sources of extraneous water entering the system. To the extent they are available, previous inflow/infiltration analyses or other sewer system studies may be used when appropriate.

...

B. Prioritization and alternative analysis. *A major element of a CSO Master Plan is the identification of existing and potential high value uses. The involvement of the public is essential during this identification and prioritization process. The Master Plan must place high priority on abatement of combined sewer overflows that affect waters having the greatest potential for public use or benefit and attempt to relocate any remaining discharges to areas where minimal impacts or losses of uses would occur. Another major element of a CSO Master Plan is a thorough analysis of alternatives for CSO abatement, which includes a financial capability analysis to determine user cost of the recommended alternative, and an implementation schedule for the recommended abatement program.*

(1) Prioritization of CSO discharge abatement must be based on data from the CSO assessment and monitoring program, and any other existing relevant data. Priorities for abatement include, but are not limited to the following list, shown in order of importance. The order and number of items may change, as determined by the department, if a licensee shows justification for the change.

(a) Discharges that occur during dry weather periods;

(b) Discharges that may impact public drinking water intakes;

(c) Discharges that may impair water contact recreational uses or create public health concerns in the receiving waters;

(d) Discharges that discharge into areas determined to have redeemable shellfish resources or important fish or wildlife habitat;

(e) Discharges that contain industrial or medical wastes;

(f) Discharges that function during the months of June through September;

(g) Discharges that cause localized nuisance conditions; and

(h) All other CSO discharges.

(2) The licensee shall conduct an evaluation of a full range of control alternatives.

(a) These alternatives must include, but are not limited to:

(i) Pollution prevention practices to reduce, control, or eliminate pollutants at their source and prior to entry into the sewerage system;

(ii) Removing sources of uncontaminated water introduced into the sewerage system from private and public sources;

(iii) Maximizing the existing sewerage system for storage, transport and treatment of wastewater;

(iv) Off-line storage or retention of excess flow for addition to the sewerage system as its capacity allows;

(v) Sewer separation to remove stormwater from sanitary wastewater;

(vi) Full elimination of CSOs;

(vii) Treatment of CSOs (see Section 4); and

(viii) Discharge point relocation to less sensitive receiving waters.

(b) This evaluation process consists of the following steps:

(i) Developing a list of available control measures; and

(ii) Screening the list to eliminate those measures that for various reasons would not warrant further consideration for the given application. The list of available control measures must be developed by evaluating each measure's ability to reduce pollutants of concern that would cause violations of water quality standards. The pollutants would have previously been identified during the CSO Assessment and Monitoring Phase (see Section 3(A)).

The list of available control measures must be screened using appropriate criteria. Typical screening criteria can be considered under these main categories:

a. Performance factors, relating to the effectiveness of control measures;

b. Implementation and operation factors, relating to the licensee's ability to implement and manage the control measures;

c. Environmental impacts, relating to possible negative side-effects from constructing control measures; and

d. Comparative capital and operation and maintenance costs, with an analysis of the licensee's ability to pay for such costs.

NOTE: This screening criteria, along with the use of Best Management Practices and the prioritization of high value use areas, allow the community to focus on the most appropriate control measures to solve its specific CSO control needs.

(iii) CSO discharges that will remain following implementation of a Master Plan must be located to receive maximum dispersion and dilution or maximum environmental benefit in the receiving water. All efforts must be made to locate these discharge points away from sensitive areas or high value uses in the receiving water or where existing or expected uses may be impaired.

(iv) The effectiveness of current and potential best management practices (see Section 5) must be evaluated.

(v) A financial capability analysis must be completed to evaluate the impact of proposed CSO abatement alternatives on sewer user rates. The analysis must show the proposed residential user charge as a percentage of the Medium Household Income (MHI) for the community.

(vi) A plan must be included that accommodates projected additions to the sewer system while maintaining CSO abatement goals and implementation timetables.

(3) Adequate public participation efforts must be made during and after the planning process.

(a) Development of the Master Plan and subsequent reviews and updates must include public participation efforts that are adequate to inform and receive comments from persons interested in water quality or abatement issues associated with CSO discharges. These efforts must include providing the public with information on CSO assessments, water quality impacts, abatement alternatives, and costs and related issues. Public discussion of water quality, current receiving water uses, desired potential uses, priority of uses, acceptable abatement technologies and financial capability must be sought. The licensee must hold a public hearing on the Master Plan and provide the department with a record of the hearing, a list of people in attendance, copies of written testimony and the licensee's responses to the issues raised. The hearing must be advertised no less than 30 days nor more than 45 days prior to the hearing in a local newspaper of general circulation in the area affected by CSO discharges. Concurrent with the advertisement, a notice of the public hearing must be sent to all persons who have expressed an

interest in the Master Plan. A licensee that plans to apply for State Revolving Fund (SRF) loans must comply with public hearing requirements in the State of Maine Revolving Loan Fund Rules, Chapter 595. Records of public participation efforts and the public hearing must be maintained and be available to the department.

(b) In cases where a CSO may cause continuing or future impairment of water quality criteria or uses, the licensee of these discharges must institute ongoing efforts to inform the public of those impacts. The means and frequency of notices must be specific to the geographic area and uses involved in order to gain maximum public awareness. However, a minimum notification program must consist of:

(i) Timely annual publication of prominent notices in newspapers having general circulation in the area affected by CSO discharges;

(ii) Posting of permanent signs, where feasible, at locations that afford public access to water affected by CSO discharges such as parks and boat launches; and

(iii) Direct written contact with persons known to have particular interest in the use of land or waters affected by CSO discharges.

In individual situations, other comparable means of public notification may be substituted for those above if they are shown to be equally effective.

All notices must include a description of the area and uses impacted by CSO discharges, the nature, times and conditions of impacts, and precautions that should be observed by the public.

C. Implementation schedule. *An implementation schedule for completion of recommended CSO abatement technologies and programs must be included. Due to the nature of emerging CSO abatement technologies, changing growth patterns and financial conditions within communities, and other unforeseen factors, the schedule must include periodic updates and reviews of the Master Plan. These updates allow the licensee to modify the implementation plan based on results of the continuing monitoring program (see Section 6) and experience gained, while keeping focused on the original goals of the Master Plan. A length of time between reviews of three to five years may be reasonable, depending on progress made on implementation of the Master Plan.*

D. Proposed Budget. *A proposed budget needed to accomplish the recommended CSO abatement implementation program must be included.*

6. On December 31, 2015, the City submitted to the Department a draft CSO Master Plan Update ("Draft 2015 MPU") in an attempt to meet the requirements of the 2014 Permit, namely those set forth in Special Condition J(4) and Chapter 570. Pursuant to Chapter

570, § 3(B), the Draft 2015 MPU was required to identify and prioritize abatement alternatives and provide an implementation schedule.

7. The Draft 2015 MPU was incomplete and deficient, and thus not approvable by the Department, due to missing flow monitoring and modeling data that was essential to the evaluation of CSO reduction methods. Early in 2016, the City also notified the Department of a number of undocumented cross-connections between a 24" sanitary sewer and a 48" stormwater line, which becomes a combined sewer during wet weather. As a result, the City had to run all flows from the 48" line through the Horrigan Court pump station to the wastewater treatment plant resulting in elevated CSO discharge levels recorded at CSO #005 (Western Avenue) and CSO #006 (Horrigan Court),. The flow monitoring and modeling information was required to be submitted by the City to the Department with the Draft 2015 MPU pursuant to Special Condition J(6) of the permit and Section 3(A)(2-3) of Chapter 570. The Department notified the City of these deficiencies with the Draft 2015 MPU during a meeting on May 2, 2016.

8. On October 26, 2016, again in an attempt to meet requirements of the 2014 Permit and Chapter 570, the City submitted revisions to the Draft 2015 MPU ("First Revised MPU") to the Department based on information in an October 24, 2016, memorandum prepared by the City's engineering consulting firm.

9. On November 2, 2016, the Department issued a letter conditionally approving the City's First Revised MPU, provided the projects in that First Revised MPU were feasible and the City addressed eight items the Department set forth in the letter.

10. Due to the need for modeling to be performed by the City to determine the viability of the proposed projects included in the City's First Revised MPU, the City's responses to the Department's eight items were delayed. The City's modeling ultimately revealed that several projects identified in the City's First Revised MPU were not feasible. Accordingly, the First Revised MPU remained deficient and could not be approved by the Department. On December 19, 2016, the City proposed revisions to the First Revised MPU.

11. On December 28, 2016, the Department conditionally approved the First Revised MPU with Biddeford's proposed revisions contingent upon an additional condition that the City demonstrate, through further modeling, that two of the First Revised MPU's projects, the Center Street Diversion and the Elm Street pump station projects, were hydraulically viable and would be effective by May 1, 2017. On that same date, the Department proposed a revised implementation schedule for the 2016-2020 projects including: a six-month extension for the CSO sewersheds 004, 007, 009, and 011 SSES to December 31, 2018; an extension of the Horrigan Court project to June 30, 2020; and removal of the cross-connections and private inflow and infiltration (I/I).

12. On April 27, 2017, the City requested and the Department granted an extension for the

City's completion of its planned modeling for the proposed Center Street Diversion and Elm Street pump station projects to 3 weeks after a 2.5" storm event or December 31, 2017, whichever occurred first.

13. On June 30, 2017, the Department issued a Letter of Warning ("LOW") to the City for its CSO Compliance Monitoring program, Special Condition J(6) of the Permit, due to a lack of complete and accurate CSO discharge volumes either measured or modeled for the years 2008-2010 and 2014-2016. The problematic CSO volume measurements were revealed as part of the discovery of multiple cross-connections between the old combined sewer and the sanitary-only sewer.

14. On December 28, 2017, the City submitted the modeling and other information requested by the Department regarding the viability of the proposed Center Street Diversion and Elm Street pump station projects. The City's new modeling revealed that both the Center Street Diversion and the Elm Street pump station projects would create flooding downstream in the City's Main Street interceptor and were not feasible. Although the City had completed a number of the requirements of the conditional approval in the Department's November 2, 2016, and December 28, 2016, letters, two of the four projects identified in the First Revised MPU were shown to be not feasible, and so the conditional approval of the First Revised MPU was withdrawn by the Department.

15. Between January 2018 and January 2020, the City and its consulting engineers evaluated new and different options for CSO abatement, and to meet the requirements of the 2014 Permit and Chapter 570.

16. On February 28, 2020, the City submitted a new revised MPU ("Second Revised MPU") for approval.

17. On June 12, 2020, the Department sent a letter to the City providing comments on the Second Revised MPU and withholding approval. While the Second Revised MPU was a significant improvement over the City's prior draft MPU submissions, it did not provide consistent and comprehensive information regarding collection system pipe age/condition, nor any explanation as to why the City was proposing significantly less separation work than the 2005 MPU, as required by Chapter 570, § 3(B)(2). Finally, the Second Revised MPU did not contain a proposed budget to complete the proposed projects, which is also required by Chapter 570, § 3(D).

18. On January 11, 2021, the Department issued a Notice of Violation ("NOV") for the City's lack of and failure to submit an approvable MPU by the December 31, 2015, deadline set forth in the 2014 Permit. The NOV also requested corrective actions, including evaluation of the pump station at Horrigan Court by September 31, 2021, and completion of model calibrations and mapping improvements by June 30, 2022. In the NOV cover letter, the Department notified the City that the nature of the violations and long-term compliance milestones would likely be best addressed through an

administrative consent agreement.

19. Subsequently, in response to the First Revised MPU modeling failures, the City identified data gaps regarding their sewer system infrastructure and conducted additional sewer system investigations to improve their understanding of inflow and infiltration in the combined sewer system. The City committed to submitting a comprehensive CSO abatement plan and schedule on or before June 30, 2022, to the Department that would meet the legal requirements of both the 2014 and 2021 permits and Chapter 570, as well as making significant progress toward reducing CSO volume. On June 30, 2022, the City requested a short extension of the deadline for submission, which the Department approved.

20. The City submitted to the Department its Collection System Study Report on July 12, 2022 ("CSS Report"). The CSS Report described a comprehensive evaluation by the City of its inflow and infiltration, including new information from the City on storm sewer catch basins connected to its sanitary system, and verification that removal of the cross-connections between the stormwater and sanitary systems had been effective. The CSS Report also noted that the City was not interested in pursuing the removal of private inflow and infiltration. Finally, the City's CSS Report noted that stormwater storage would likely be required to achieve control at the 1-, 2-, and 5-year, 24-hour storm levels in some of the City's sewersheds. The City's CSS Report provided projected costs for the various levels of control at the separate CSO sewersheds. The City provided 5 alternatives and indicated that alternative #5 was the most cost-effective approach. The Department provided the City with comments on the CSS Report and a proposed schedule on October 3, 2022.

21. The City and the Department met on October 5, 2022, to discuss the CSS Report. The City presented their rationale for its alternative #5. The Department provided context from other communities regarding the level of CSO control and cost estimates and communicated that the timeframe for the City to complete the work proposed by the City in alternative 5 needed to be more aggressive to meet the requirements of the 2014 and 2021 Permits and Chapter 570. The City committed to submitting a counterproposal by early January 2023. In January 2023, the City requested an extension to late March 2023 to allow time for the City to conduct additional modeling. The Department approved the extension.

22. The City submitted the revised project plan, a subsection of the MPU, with a proposed fifteen-year schedule on May 30, 2023, and met with the Department and their consultant on the same day. The City's proposed fifteen-year schedule reduced the number of catch basins that would be separated compared to alternative #5 and focused on specific drainage areas.

23. On August 7, 2023, the City and the Department met to discuss the City's proposed project plan and schedule. At that meeting, the Department conveyed that a ten-year plan

was the longest timeframe for a CSO abatement plan that was acceptable to and could be approved by the Department based on the Department's expertise and experience with the implementation of CSO abatement plans. In addition, the Department requested that two of the City's projects proposed for years 11-16 be moved to years 6-10 to allow a one-year level of control at all CSO locations with the exception of CSO 009, which would be addressed in the next CSO MPU in 2033. The inflated nature of the City's cost estimates for the proposals was also discussed at length. At the Department's request, the City's consultant agreed to reconsider the cost estimates. The City agreed to re-submit its proposal after evaluating the Department's counterproposal.

24. On October 12, 2023, due to the lack of follow-up by the City to the August 7, 2023, meeting, the Department sent an e-mail to the City requesting a revised project plan and schedule, based on the May 30, 2023, plan, by November 1, 2023. On October 20, 2023, the City submitted a revised project plan with a ten-year schedule. The Department and the City's consultants communicated at length regarding the costs associated with the proposed plan. On November 20, 2023, the City met with the Department to discuss the revised project plan and schedule.

25. On December 12, 2023, the City resubmitted proposed project descriptions and costs to the Department, detailed in Appendix A, along with a detailed list of CSO reduction projects that the City had completed to date. A summary of the City's completed CSO reduction projects, as described in the City's December 12, 2023, submission, is provided in the table below.

Year	CSO Impacted	Work Completed
2020	CSO 004-006, 009	The last sanitary/storm sewer cross-connection was removed; the lower Main Street separation was completed; CSO 004 was officially closed; and the Foss and Emery streets separation was completed.
2021	CSO 005-006, 009	Overflow levels were raised in several locations and meters were relocated.
2022	CSO 006-007,009,013	Overflow height adjustments were made; the Center Street separation project was completed; a pump replacement, the CSO activity notification system, and the Main Street separation between Lund and Mt. Pleasant were completed; the Bradbury/Mason separation project was completed; and several catch basin cover replacements were installed.
2023	CSO 006-007, 009	Another cross-connection was discovered and then plugged; several inflow and infiltration removal projects were completed; preparatory construction work was started on Elm Street; work at the Diamond Match site was completed; and a check valve on CSO 007 was installed.

2024	CSO 006	The Horrigan Court pump station upgrade was completed; and a 100K inline storage tank between CSO 006 and a new pump station was installed.

26. The City and the Department met to discuss the City's revised project plan on January 18, 2024. The Department agreed to the October 20, 2023, project plan and schedule proposed by the City as modified on December 12, 2023.

27. On February 12, 2024, the City and the Department met to discuss the City Manager's reduced project budget and the impact on the agreed-upon project plan. The Department committed to move forward with an administrative consent agreement containing the project and schedule detailed in the December 12, 2023, project plan and schedule. Because of the uncertainty regarding the City's funding or commitment to adhere to the latest project plan and schedule (the October 20, 2023, plan as modified on December 12, 2023), the Department has not formally approved or accepted any project plan from the City. As a consequence, the City continues to be without any approved CSO MPU, and therefore, remains in violation of its permit, State regulations, and State law. Despite operating without an approved MPU, the City continued to implement separation work in the period between the February meeting and the consent agreement negotiations.

28. By failing to conduct an adequate and complete Compliance Monitoring program, including accurate flow monitoring and modeling with the Draft 2015 MPU, as described in paragraphs 7, 10, 11 and 14, the City violated Special Condition J(6) of the permit and Section 3(A)(2-3) of Chapter 570.

29. By failing to provide consistent and comprehensive alternatives analysis, prioritization, and cost analysis, as described in paragraphs 10, 14, 17 and 24, the City violated Chapter 570, Sections 3(B)(1-2) and 3(C-D).

30. By failing to formally commit and have a plan to fund the budget for the MPU, as described in paragraphs 10, 14, 16-18, 24 and 27, the City is in violation of Special Condition J(4) of the 2014 and 2021 Permits.

31. On January 11, 2021, the Department issued an NOV to Biddeford, as described above. The parties agree that this Agreement constitutes a NOV pursuant to 38 M.R.S.§ 347-A(1)(B) for all violations cited in paragraphs 4-30 of this Agreement but not previously noticed, and all parties agree that they have been adequately noticed for all violations raised therein.

32. To resolve the violations referred to in Paragraphs 28-30 of this Agreement, the City agrees to perform all of the following actions in sub-Paragraphs 32(a)-(f) to the satisfaction of the Department, as determined in its sole discretion:

a. Immediately pay to the *Treasurer, State of Maine*, upon signing this Agreement, a civil monetary penalty in the amount of $20,000.00.

b. By December 31, 2030, substantially complete projects 0 through 5 as described in Appendix A, or alternative projects of equivalent CSO benefit with prior Department approval, to the Department's satisfaction. For purposes of this sub-paragraph, completion means a project has been substantially completed such that all new and/or rehabilitated storm drains have entered service and only aboveground punchlist items remain. CSO benefit for the projects in consideration shall be defined as the comparable linear feet of roadway or piping installed or the predicted CSO volume reduction associated with each project. The determination of whether an alternative project may be substituted or whether a project is substantially complete is at the sole discretion of the Department.

c. December 31, 2031, submit to the Department for review and approval an interim CSO Master Plan Update summarizing the abatement work completed by the City, any proposed revisions to the City's project list, the impact on CSO activity, including all observed or anticipated CSO volume, and the level of control at each CSO location, and an updated list of year 6-10 projects as detailed in Appendix A as #6-10.

d. By December 31, 2036, and subject to modifications to the project list provided in the Interim CSO Master Plan Update, complete all projects in Appendix A as agreed to and approved by the Department in its sole discretion.

e. By December 31, 2036, submit a draft of the next 10-year CSO Master Plan Update to the Department outlining projects to be completed, along with a proposed schedule and the expected level of control that will be achieved, including all observed or anticipated CSO volume and/or event reductions. By December 31, 2037, and upon review of the draft 10-year CSO Master Plan Update by the Department, submit a final version of the 10-year CSO Master Plan Update to the Department for approval

f. Pay to the Treasurer, State of Maine, upon demand by the Department, the amount of one hundred dollars ($100.00) per day per violation for violating any provision of this Agreement, including applicable statutory interest, with all defenses waived by the City, including any defenses related to the enforcement of any stipulated penalty payment as a final administrative order and a money judgment pursuant to 14 M.R.S. § 3138.

g. In addition to the stipulated penalties set forth in Paragraph 32(f) above, in the event that any actions in Paragraph 32(b)-(e) are not completed within the schedules specified in those paragraphs or to the satisfaction of the Department, as determined by the Department in its sole discretion, the following stipulated

penalties shall become due immediately and paid by the City upon the Department's demand (each payable to the *Treasurer, State of Maine*):

i. For sub-paragraph (b) above: stipulated penalty of $30,000.00;
ii. For sub-paragraph (c) above: stipulated penalty of $10,000.00;
iii. For sub-paragraph (d) above: stipulated penalty of $30,000.00;
iv. For sub-paragraph (e) above: stipulated penalty of $10,000.00.

33. This Agreement is not effective until it is approved and signed by the Board and the OAG.

34. The Department and the OAG grant a release of their causes of action against the City for the specific violations listed in Paragraphs 4-30 of this Agreement on the express condition that all actions listed in Paragraphs 32 of this Agreement are completed to their satisfaction, and the release shall not become effective until all requirements of this Agreement are satisfied as determined by the Department and the OAG in their sole discretion.

35. Any non-compliance with any portion of this Agreement, as determined by the Department and the OAG in their sole discretion, voids the releases set forth in Paragraph 35 of this Agreement and may lead to further enforcement action(s) pursuant to 38 M.R.S. §§ 347-A(1)(A), 347-A(5), or 348, as well as the pursuit of other remedies, including those pursuant to 14 M.R.S. § 3138.

36. By signing and executing this agreement, the City knowingly, voluntarily, intentionally, permanently, and irrevocably waives any and all defenses related to the enforcement of this Agreement, including the enforcement of this Agreement as a final administrative order and a money judgment pursuant to 14 M.R.S. § 3138, and expressly agrees that it will not assert:

a. Any claim or defense that the City obligations under this Agreement are illegal, invalid, or otherwise unenforceable;

b. Any claim or defense pertaining to any payment obligation;

c. Any claim or defense pertaining to the timing and efficacy of notice and/or process regarding this Agreement and the Department's enforcement of the terms of this Agreement; and/or

d. Any other circumstance which might otherwise constitute a defense available to, or a discharge of any obligation of, the City with respect to this Agreement.

37. Actions taken by the City pursuant to this Agreement shall be completed in accordance with the requirements of all applicable local, state, and federal laws, rules, and orders including but not limited to licensing requirements.

38. The provisions of this Agreement shall apply to, and be binding on, the parties and their officers, agents, servants, employees, successors, and assigns, and upon those persons in active concert or participation with them who receive actual notice of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement consisting of 18 pages:

CITY OF BIDDEFORD

BY: Brian E. Phinney DATE: 05/21/25
BRIAN PHINNEY, CITY MANAGER

MAINE BOARD OF ENVIRONMENTAL PROTECTION

BY: _____ DATE: 7/17/25
NAME OF BOARD CHAIR, CHAIR

MAINE OFFICE OF THE ATTORNEY GENERAL

BY: _____ DATE: 7/17/25
JACK DAFOE, ASSISTANT ATTORNEY GENERAL

WRIGHT-PIERCE
Engineering a Better Environment

Memorandum

Date: **11/30/2023** **(Updated 02/18/2025)**

Project No.: **20496A**

To: **Maine DEP**

From: **City of Biddeford, ME**

Wright-Pierce

Subject: **City of Biddeford CSO Master Plan Updated - CSO Projects Narrative**

The purpose of this memorandum is to provide a brief narrative describing each project included as part of the City of Biddeford's 10-year project list submitted to the Maine DEP on October 20, 2023 as part of their ongoing CSO mitigation work.

10-Year Plan Project Narratives

0. Cutts, Bradbury, Mason Separation

This separation project includes approximately 990 LF of new storm drain and will separate approximately 14 catch basins. This will result in the closure of the main CSO-004 diversion structure with relocation to a single relief pipe on Cutts Street.

1. Alfred Street Separation - CWSRF Project 1 (Phase 1 and 2)

This separation project includes approximately 2,475 LF of new storm drain and will separate approximately 23 catch basins. The new storm drain will begin as a 48" pipe along Alfred Street and will re-connect to the existing storm system near the intersection of Alfred Street and Main Street. This project also includes approximately 900 LF of rehabilitation/relining of an existing 24" storm drain along Main Street between Alfred Street and Water Street.

2. Alfred Street Separation - CWSRF Project 2 (Phase 3)

This separation project is the second of two projects to be completed along Alfred Street. This project includes approximately 1,800 LF of new storm drain along Alfred Street, Porter Street, and Mt. Vernon Street, and will separate approximately 22 catch basins. 15" and 18" storm drains will convey flows from the project area to a 48" storm drain beginning at Alfred Street and Mt. Vernon Street. This 48" storm drain will connect to Alfred Street CWSRF Project 1 at Summer Street and Alfred Street.

3. Main Capacity Upgrades & Summer Street Separation

This upgrade and separation project includes two separate areas of work including a capacity upgrade project on Main Street and a sewer separation along Summer Street, for a total of approximately 1,875 LF of new or upgraded storm drain. The first work area, located near the Water Street and Main Street intersection and extending into Mechanics Park, is a capacity upgrade project and includes the installation of 270 LF of 54" storm drain, replacing the existing 36"/42" storm drain.

The second work area is located along Summer Street and includes 1,230 LF of new storm drain and the separation of approximately 27 catch basins. A 24" to 36" storm drain will connect to the proposed 48" storm main on Alfred Street. A short run of 15" storm drain is also included to allow combined basins on Windsor Lane to be separated.

4. **Washington, Jefferson, Adams, Franklin Separation**
This separation project includes approximately 3,150 LF of new storm drain, ranging from 15" to 30" in size. These projects will provide conveyance for the separation of approximately 41 catch basins on Adams Street, Jefferson Street, Washington Street, Franklin Street, and Main Street. This project will be tributary to the storm drain on Main Street.

5. **Elm Street Capacity Upgrades and Hooper Separation**
This upgrade and separation project includes approximately 2,960 LF of new storm drain, providing conveyance capacity upgrades to the Elm Street stormwater main and outfall, and providing separation of approximately 5 catch basins on Hooper Street. The proposed storm drain along Elm Street will be 42" in diameter, and the Hooper Street storm drain will be 15" to 18".

6. **South, Kossuth, Maple Separation**
This separation project includes approximately 2,675 LF of new storm drain on Elm Street between Mason Street and Cutts Street, along South Street & Kossuth Street, and along Maple Street (across the Saco River from Elm Street). An 18" and 24" storm drain will be installed along Elm Street, a 24"and 30" storm drain will be installed on South Street and Kossuth Street, and an 18" storm drain along Maple Street. Approximately 22 catch basins will be separated by these projects.

7. **Harrison to Free Street Upgrades**
This project is a capacity upgrade project and includes the installation of approximately 1,775 LF of new 54" storm drain starting at the intersection of Harrison Avenue and Hill Street and continuing to the intersection of Free Street and Leon Street, where the upgraded line meets the existing stormwater main.

8. **Lambert, Clark, Tachereau Separation**
This separation project includes approximately 3,590 LF of new storm drain along Alfred Street and Clark Street (24"/30"), Prospect Street (36"), and Harrison Ave (54"). In addition to separating basins along these locations, the project will include new storm drain for nearby catch basins on Lambert Street and Winter Street. Approximately 33 basins will be separated as part of this project.

9. **Westland, Dental, Forest, Rathier Separation**
This separation project includes approximately 1,425 LF of new storm drain across multiple small project locations at Westland Avenue, Dental Avenue, Forest Street, and Rathier Street. The project will include the installation of 15" and 24" storm drain and will separate approximately 15 catch basins.

10. **Rumery Capacity Upgrades & George Separation**
This capacity upgrade and separation project includes approximately 1,590 LF of new storm drain, to provide greater conveyance capacity to the Rumery Boatyard storm outfall to accommodate future upstream separation work. The proposed storm main will range from 42" to 60" in size. Additionally, a new 18" storm drain to convey flows from 3 separated catch basins will be installed on George Street.

MUNIS 'ACTUAL' DOLLAR AMOUNT						
	OLD SEWER PERMIT ACCOUNT NUMBERS					NEW SEWER PERMIT ACCOUNT NUMBER
FISCAL YEAR	35102-40248	35102-40247	35102-40246	35101-40250	35102-40254	35102-40503
2009	$ 1,462.50	$ 7,100.00	$ 1,125.00	$ 77,928.00	$ 25,000.00	$ -
2010	$ (466.18)	$ 5,500.00	$ 840.10	$ 40,759.20	$ -	$ -
2011	$ 550.00	$ 1,800.00	$ 510.00	$ 17,911.20	$ -	$ -
2012	$ 850.00	$ 6,200.00	$ 570.00	$ 30,504.80	$ -	$ -
2013	$ 600.00	$ 2,875.00	$ 540.00	$ 12,552.80	$ (13.60)	$ -
2014	$ 750.00	$ 2,600.00	$ 570.00	$ 135,143.20	$ 38,136.94	$ -
2015	$ 850.00	$ 1,800.00	$ 675.00	$ 74,068.63	$ (1.61)	$ -
2016	$ 1,400.00	$ 5,405.00	$ 1,253.00	$ 48,517.44	$ 100.50	$ -
2017	$ 2,650.00	$ 6,855.00	$ 1,860.00	$ 155,981.12	$ 9,450.35	$ -
2018	$ 2,862.64	$ 4,950.00	$ 1,830.00	$ 75,603.20	$ -	$ -
2019	$ 1,725.00	$ 3,600.00	$ 1,185.00	$ 60,876.40	$ -	$ -
2020	$ 630.00	$ 2,285.44	$ (2,590.00)	$ 20,040.96	$ 50.00	$ -
2021	$ 900.00	$ 9,860.44	$ 1,080.00	$ 29,109.44	$ 12,344.00	$ -
2022	$ 3,810.00	$ 4,600.00	$ 960.00	$ 16,209.44	$ 3,172.00	$ -
2023	$ 4,800.00	$ 33,400.00	$ 1,360.00	$ 193,792.72	$ 75,611.50	$ -
2024	$ 5,500.00	$ 15,500.00	$ 9,866.52	$ 113,822.88	$ 27,192.52	$ -
2025	$ 2,800.00	$ 33,205.00	$ 21,880.44	$ 42,563.52	$ 13,766.00	$ 184,047.60
2026	$ -	$ -	$ -	$ (5,403.19)	$ -	$ 630,108.78
TOTALS:	**$ 31,673.96**	**$ 147,535.88**	**$ 43,515.06**	**$ 1,139,981.76**	**$ 204,808.60**	**$ 814,156.38**
					GRAND TOTAL:	**$ 2,381,671.64**
					MAIN STREET PUMP STATION DESIGNATED AMOUNT (COUNCIL ORDER 2025.83):	**$ 350,000.00**
					LINCOLN STREET FM MANIFOLD DESIGNATED AMOUNT (11/18 FINANCE ORDER 4.D):	**$ 146,527.00**
					UNDESIGNATED SEWER PERMIT FEE AMOUNT:	**$ 1,885,144.64**

DEVINE CAPITAL = UPCOMING SEWER PERMIT FEE:	***$ 651,615.70***
WESTBROOK DEVELOPMENT (LOT1B/1C) = UPCOMING SEWER PERMIT FEE:	***$ 370,000.00***
UPCOMING SEWER PERMIT FEE TOTAL:	***$ 1,021,615.70***

ALFRED STREET PHASE 3 - ESTIMATED PAY REQUISITION TIMELINE										
	5/1/2026	6/1/2026	7/1/2026	8/1/2026	9/1/2026	10/1/2026	11/1/2026	12/1/2026	Total:	Notes:
Estimate A:	$ 387,500.00	$387,500.00	$ 387,500.00	$387,500.00	$387,500.00	$387,500.00	$387,500.00	$387,500.00	$3,100,000.00	Averaging total over 8 equal installments.
Estimate B:	$ 400,000.00	$300,000.00	$ 300,000.00	$300,000.00	$300,000.00	$700,000.00	$400,000.00	$400,000.00	$3,100,000.00	Weighted installments based on past project payment history

From:	Matherne, Gerry
To:	Dever, Truc; Macneill, Shelly
Subject:	FW: [EXTERNAL] Bonds
Date:	Wednesday, February 18, 2026 9:10:35 AM

From: Joseph Cuetara <jcuetara@moorscabot.com>
Sent: Wednesday, February 18, 2026 9:08 AM
To: Matherne, Gerry <gerry.matherne@biddefordmaine.org>
Subject: RE: [EXTERNAL] Bonds

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once I have the audit in hand no less than 4 weeks nor more than 6 weeks

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From: Matherne, Gerry <gerry.matherne@biddefordmaine.org>
Sent: Wednesday, February 18, 2026 9:06 AM
To: Joseph Cuetara <jcuetara@moorscabot.com>
Subject: FW: [EXTERNAL] Bonds

Hi Joe – I am following up on the below questions. Thanks!

From: Matherne, Gerry
Sent: Thursday, February 12, 2026 4:08 PM
To: 'Joseph Cuetara' <jcuetara@moorscabot.com>
Subject: RE: [EXTERNAL] Bonds

Hi Joe – Would we be able to get rating right after FY2024 audit is completed? And how long after does it normally take to get a bond? Thanks.

From: Joseph Cuetara <jcuetara@moorscabot.com>
Sent: Tuesday, January 27, 2026 12:09 PM
To: Matherne, Gerry <gerry.matherne@biddefordmaine.org>
Subject: RE: [EXTERNAL] Bonds

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

City of Biddeford

Cash Flow Projection
FY2023-FY2025 Actuals
FY2026 YTD

	TOTAL 2023	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
REVENUES (SOURCES):													
PROPERTY TAX	(48,885,435.47)	(15,153.04)	18.45	(48,924,973.42)	-	(18,659.82)	-	-	-	(3,608.56)	(5,784.53)	(34,400.00)	117,125.45
TAX LIEN COSTS REVENUE	(9,471.57)	(8,719.47)	(330.96)	-	-	(51.93)	(341.55)	-	-	(6.96)	-	-	(20.70)
TAX INTEREST	(51,994.40)	(10,099.41)	(5,533.91)	(4,295.37)	(979.60)	(2,069.07)	(10,910.58)	(1,885.06)	(857.94)	(2,471.14)	(2,795.54)	(4,242.54)	(5,854.24)
EXCISE TAX	(4,324,432.30)	(405,645.20)	(367,153.79)	(340,035.54)	(316,169.58)	(291,306.43)	(270,175.94)	(274,950.82)	(267,747.00)	(389,656.39)	(649,767.86)	(444,574.27)	(307,249.48)
HOMESTEAD	(960,101.00)	-	(705,177.00)	-	-	-	-	-	-	-	-	-	(254,924.00)
INVESTMENTS	(973,661.06)	(37,009.98)	(86,482.77)	(56,592.18)	(68,110.16)	(308,219.23)	(159,931.54)	207,754.43	(69,575.33)	(70,755.35)	(86,062.51)	(115,578.20)	(123,098.24)
INTEREST ON NOTES	(50,017.37)												(50,017.37)
UNREALIZED GAIN ON INVESTMENTS	647,179.05	(23,189.80)	176,309.01	443,314.67	135,484.43	(71,928.82)	(93,623.12)	(80,642.45)	175,076.57	(213,122.60)	(27,186.05)	107,028.57	119,658.64
STATE GENERAL ASSISTANCE	(305,143.67)	-	(32,771.96)	-	-	-	(7,858.06)	-	-	-	-	-	(264,513.65)
STATE BETE	(343,875.00)	-	-	-	-	-	(343,875.00)	-	-	-	-	-	-
MISCELLANEOUS REVENUE	(155,262.66)	(1,280.00)	(7,313.50)	(21,756.55)	(1,252.00)	(5,182.85)	(5,426.33)	(1,250.00)	(1,284.50)	(3,859.56)	(1,255.00)	(28,605.17)	(76,797.20)
PERMITS & FEES	(1,346,031.20)	(127,680.84)	(84,304.30)	(77,778.07)	(163,154.90)	(60,630.16)	(170,463.65)	(134,998.96)	(89,434.62)	(179,275.32)	(40,671.17)	(132,608.28)	(85,030.93)
POLICE GRANTS	(8,315.82)	-	(1,196.72)	(230.58)	(6,888.52)	-	-	-	-	-	-	-	-
POLICE REPORTS	(6,376.00)	(459.00)	(263.00)	(1,016.00)	(602.00)	(555.00)	(491.00)	(575.00)	(541.00)	(580.00)	(414.00)	(483.00)	(397.00)
STATE ROAD ASSIST PROGRAM	(203,308.00)	-	-	-	-	-	(203,308.00)	-	-	-	-	-	-
PAYMENTS IN LIEU OF TAXES	(184,235.45)	(14,484.02)	-	(50,000.00)	-	-	-	-	-	(117,498.79)	-	(16,736.64)	14,484.00
MUNICIPAL GARAGE LABOR CHARGE	(124,138.15)	(14,585.00)	(24,610.00)	(12,417.50)	(4,735.00)	(5,502.50)	(6,190.00)	(7,895.65)	(4,535.00)	(12,025.00)	(10,095.00)	(5,542.50)	(16,005.00)
INSPECTION PROGRAM	(104,625.00)	-	-	-	-	-	-	-	-	(105,625.00)	-	1,050.00	(50.00)
SOLID WASTE BAG SALES	(76,071.50)	(4,708.00)	(12,625.00)	(1,506.00)	(7,236.25)	(11,084.00)	(699.00)	(562.50)	-	(24,980.00)	(5,000.00)	(12,378.75)	4,708.00
LICENSES	(22,315.25)	(1,530.00)	(1,363.00)	(953.00)	(1,374.00)	(2,325.00)	(2,809.00)	(1,862.25)	(759.00)	(1,067.00)	(2,977.00)	(3,812.00)	(1,484.00)
REVENUE SHARING	(4,420,767.49)	(479,592.28)	(313,655.59)	(344,232.17)	(490,948.22)	(344,155.19)	(303,893.58)	(367,710.61)	(423,159.22)	(176,444.12)	(255,526.08)	(546,208.41)	(375,242.02)
REIMBURSEMENTS	(97,842.02)	(24,281.82)	(5,179.82)	(5,179.82)	(5,179.82)	(5,179.82)	(5,179.82)	(5,179.82)	(6,762.00)	(5,179.82)	(5,179.82)	(20,179.82)	(5,179.82)
RENTALS	(204,330.55)	(7,232.76)	(39,789.46)	(16,403.46)	(13,894.44)	(8,374.68)	(4,065.62)	(10,919.42)	(6,374.24)	(10,919.42)	(5,203.15)	(49,640.15)	(31,513.75)
LARGE BIN SALES	(19,886.00)	-	-	(1,220.00)	(4,392.00)	(244.00)	-	(1,220.00)	(488.00)	(1,830.00)	(9,150.00)	(976.00)	(366.00)
PLANNING BOARD REV	(254,045.00)	(1,425.00)	(37,215.00)	(44,640.00)	(43,690.00)	(17,265.00)	(5,730.00)	(3,400.00)	(1,575.00)	(8,835.00)	(88,035.00)	(2,160.00)	(75.00)
PARKING	(78,094.74)	(11,755.00)	(10,540.00)	(8,980.00)	(8,203.00)	(6,260.00)	(4,770.00)	(6,670.00)	(7,925.00)	(11,465.00)	(6,785.00)	(5,390.00)	10,648.26
RECYCLING	(32,108.32)	(7,432.39)	(4,756.30)	(7,084.85)	4,960.75	(6,371.85)	(1,434.29)	(3,023.30)	(4,394.64)	(2,664.80)	9,870.00	(5,131.30)	(4,645.35)
STATE TREE GROWTH ASSESS REV	(23,386.28)	-	-	-	(23,386.28)	-	-	-	-	-	-	-	-
EDUCATION - OTHER	(1,173,667.38)												
CITY - OTHER	(5,386.91)												
COPIES SOLD REVENUE	(121.00)	-	-	-	(115.00)	-	-	-	(2.50)	-	-	-	(3.50)
RESEARCH REVENUE	(315.00)	-	-	-	-	-	-	-	-	(30.00)	(185.00)	(100.00)	-
ADVERTISING COSTS REV	(780.00)	(120.00)	(60.00)	(200.00)	-	-	(400.00)	-	-	-	-	-	-
CITY CLERK SVCS REVENUE	(504.00)	(47.00)	(94.00)	(56.00)	(41.00)	(42.00)	(16.00)	(24.00)	(28.00)	(34.00)	(16.00)	(34.00)	(72.00)
COPIES REVENUE	(184.00)	(4.00)	(29.50)	-	(18.50)	-	(28.00)	(9.00)	-	(33.50)	-	(58.00)	(3.50)
CODE VIOLATIONS	(2,750.00)	-	-	-	-	(500.00)	-	(2,250.00)	-	-	-	-	-
ORDINANCE FINES	(6,019.00)	-	-	-	-	-	-	-	-	(4,941.00)	-	(1,078.00)	-
ANIMAL CNTRL COLLECTIONS	(2,455.00)	(80.00)	-	-	-	-	(2,375.00)	-	-	-	-	-	-
COURT ORDERED RESTITUTION	(49.74)	-	-	-	-	-	-	-	-	(49.74)	-	-	-
POLYGRAPH TESTS	(2,400.00)					(1,200.00)	(800.00)			(400.00)			
FED FISH & WILDLIFE REV	(7,731.00)	-	-	-	-	-	-	-	-	-	-	-	(7,731.00)
STATE EDUCATION SUBSIDY	(15,968,570.54)	(1,330,714.21)	(1,330,714.21)	(1,330,714.21)	(1,330,714.21)	(1,330,714.21)	(1,330,714.21)	(1,330,714.21)	(1,330,714.21)	(1,330,714.21)	(1,330,714.21)	(1,330,714.21)	(1,330,714.21)
TRANSFERS IN	(2,402,653.00)							(2,402,653.00)					
TOTAL SOURCES >	***(82,191,678.79)***	***(2,527,228.22)***	***(2,894,832.33)***	***(50,806,950.05)***	***(2,350,639.30)***	***(2,497,821.56)***	***(2,935,509.29)***	***(4,430,641.62)***	***(2,041,080.63)***	***(2,678,072.28)***	***(2,522,932.92)***	***(2,652,552.67)***	***(2,674,363.61)***
EXPENSES (USES):													
SALARIES & WAGES	15,945,120	943,910.41	1,494,396.98	1,185,922.36	1,213,019.42	1,497,431.43	1,256,341.67	1,221,125.01	1,231,076.04	1,518,958.10	1,226,127.93	1,554,723.39	1,602,087.15
FRINGE	7,075,277	397,959	514,783	1,625,326	494,850	526,108	373,934	519,039	646,722	718,401	548,368	546,139	163,649
INSURANCE	824,979	211,972	-	544	151,792	-	975	392	1,219	681	-	(6,368)	463,772
FUEL	288,694.08	16,462	19,321	15,247	14,366	15,248	19,641	22,804	22,225	27,967	19,137	18,166	78,110
MAINTENANCE AND REPAIRS	2,047,393.73	55,093	95,496	173,864	154,478	138,349	104,880	160,404	250,560	205,001	141,194	152,323	415,751
TRAVEL & TRAIN	529,190	31,964	33,585	26,009	15,536	191,739	23,425	36,235	23,979	23,159	34,897	25,395	63,268
SERVICES / MISCELLANEOUS	2,905,213	100,956	268,783	221,945	244,796	324,302	197,437	109,306	414,644	238,956	141,963	174,217	467,909
CIP	743,424												

GENERAL ASSISTANCE	393,963	6,819	22,687	12,408	10,080	49,464	47,189	40,743	47,028	25,749	51,103	31,128	49,566
UTILITIES	517,188	19,082	32,804	35,778	38,094	36,593	57,329	49,029	56,681	61,153	42,002	33,396	55,248
MUNI SVCS ALLOCATION	1,056,741	1,056,741											
PERSONNEL RESERVE	347,477												
AIRPORT SUBSIDY	50,000							50,000					
DEBT SERVICE PRINCIPAL EXP	2,680,625				1,340,312						1,340,312		
DEBT SERVICE INTEREST	1,057,045				528,522						528,522		
SCHOOL EXPENSE	41,365,311												
COUNTY TAX	1,410,767				1,410,767								
TRANSFERS OUT	1,591,692							1,591,692					
TOTAL USES >	***80,830,099***	***2,840,959***	***2,481,855***	***3,297,044***	***5,616,614***	***2,779,235***	***2,081,152***	***3,800,769***	***2,694,133***	***2,820,023***	***4,073,626***	***2,529,118***	***3,359,360***
NET >	***(1,361,580)***	***313,730***	***(412,978)***	***(47,509,906)***	***3,265,974***	***281,413***	***(854,357)***	***(629,873)***	***653,052***	***141,951***	***1,550,693***	***(123,434)***	***684,996***

	TOTAL 2024	**Jul-23**	**Aug-23**	**Sep-23**	**Oct-23**	**Nov-23**	**Dec-23**	**Jan-24**	**Feb-24**	**Mar-24**	**Apr-24**	**May-24**	**Jun-24**
REVENUES (SOURCES):													
PROPERTY TAX	(51,721,266.86)	(592.40)	(54,773,410.66)	-	-	-	-	-	(9,840.00)	-	-	-	3,062,576.20
TAX LIEN COSTS REVENUE	(8,257.48)	(297.47)	(7,794.65)	(120.55)	-	(10.35)	-	(10.35)	-	(24.11)	-	-	-
TAX INTEREST	(71,362.70)	(10,267.32)	(7,555.92)	(17,436.10)	(2,809.36)	(2,454.67)	(1,732.88)	(7,858.72)	(5,077.16)	(3,835.97)	(3,923.04)	(4,251.55)	(4,160.01)
EXCISE TAX	(4,015,718.27)	(368,928.82)	(400,464.64)	(325,196.79)	(367,934.64)	(320,808.21)	(252,821.73)	(315,017.04)	(344,035.78)	(347,308.31)	(696,132.92)	(416,142.42)	139,073.03
HOMESTEAD	(868,791.41)	-	(596,505.00)	-	-	-	-	-	-	-	-	-	(272,286.41)
INVESTMENTS	(1,068,522.78)	(91,658.45)	(52,888.32)	(27,361.69)	(110,370.55)	(57,179.33)	(56,337.84)	(159,426.08)	(88,767.24)	35,367.02	(94,169.72)	(20,950.21)	(344,780.37)
INTEREST ON NOTES	(28,053.00)	-	-	-	-	-	-	-	-	-	-	-	(28,053.00)
UNREALIZED GAIN ON INVESTMENTS	(762,957.78)	(83,309.35)	(72,988.90)	(10,577.20)	(62,347.70)	(164,992.20)	(177,656.60)	(56,894.00)	55,523.97	(56,947.60)	9,608.00	(77,935.00)	(64,441.20)
STATE GENERAL ASSISTANCE	(232,666.69)	-	-	-	-	(12,408.10)	-	-	-	-	-	-	(220,258.59)
STATE BETE	(303,488.00)	-	-	-	-	-	(303,292.00)	-	-	-	-	(196.00)	-
MISCELLANEOUS REVENUE	(215,199.40)	(2,331.72)	(1,467.22)	(134,669.96)	(784.36)	838,829.00	(35,676.69)	(3,902.66)	(45.00)	(7,221.40)	(150.00)	(36,766.41)	(831,012.98)
PERMITS & FEES	(2,081,963.05)	(35,696.33)	(599,441.95)	(59,751.43)	(497,055.76)	(783,991.37)	(23,828.14)	(18,283.29)	(12,013.42)	(10,432.02)	(16,263.41)	(16,465.25)	(8,740.68)
POLICE GRANTS	(47,786.93)	(1,465.63)	(15,488.13)	(3,828.88)	(7,442.83)	-	-	-	-	(3,747.04)	-	-	(15,814.42)
POLICE REPORTS	(7,264.00)	(1,083.00)	(543.00)	(53.00)	(503.00)	(5,082.00)	-	-	-	-	-	-	-
STATE ROAD ASSIST PROGRAM	(234,460)	-	-	-	-	(234,460.00)	-	-	-	-	-	-	-
PAYMENTS IN LIEU OF TAXES	(124,902.89)	-	-	-	-	(5,949.10)	-	-	-	-	-	(18,953.79)	(100,000.00)
MUNICIPAL GARAGE LABOR CHARGE	(154,172.50)	(5,780.00)	(54,360.00)	(13,360.00)	(5,555.00)	(4,075.00)	(6,132.50)	(15,197.50)	(14,207.50)	(7,750.00)	-	(17,950.00)	(9,805.00)
INSPECTION PROGRAM	(11,275.00)	-	-	-	-	-	-	-	-	-	-	(99,675.00)	88,400.00
SOLID WASTE BAG SALES	(75,002.50)	(11,854.25)	(840.50)	(4,340.00)	(500.00)	(10,979.50)	(9,209.25)	-	(9,612.00)	(13,887.50)	-	(243.25)	(13,536.25)
LICENSES	(73,858.86)	(2,043.00)	(7,929.00)	(9,173.00)	(1,646.00)	(1,575.57)	(15,915.00)	(3,131.00)	(3,913.00)	(9,885.30)	(15,155.96)	(4,489.58)	997.55
REVENUE SHARING	(4,520,828.21)	(433,484.89)	(297,703.69)	(322,899.17)	(449,008.83)	(333,638.82)	(295,351.51)	(355,820.46)	(407,869.66)	(113,838.27)	(207,169.95)	(454,858.39)	(849,184.57)
REIMBURSEMENTS	(84,953.32)	(22,169.82)	(5,179.82)	(5,179.82)	(5,179.82)	(5,179.82)	(5,179.82)	(6,344.94)	(5,179.82)	(5,179.82)	-	(15,000.00)	(5,179.82)
RENTALS	(129,446.33)	(10,037.26)	(4,947.78)	(12,440.30)	(7,492.52)	(11,859.24)	(8,721.74)	(12,193.86)	(7,873.77)	(6,352.89)	(3,553.68)	-	(43,973.29)
LARGE BIN SALES	(25,913.08)	(1,098.00)	(1,464.00)	(1,098.00)	(3,780.00)	(488.00)	(610.00)	(660.88)	(366.00)	(1,220.00)	(1,342.00)	(488.00)	(13,298.20)
PLANNING BOARD REV	(103,006.32)	(4,015.00)	(4,920.00)	(1,200.00)	(4,005.00)	(2,400.00)	(375.00)	(4,250.00)	(900.00)	(16,725.00)	(13,199.44)	(19,657.89)	(31,358.99)
PARKING	(54,278.08)	(7,805.00)	(7,030.00)	(1,440.00)	(1,700.00)	(9,975.61)	(115.00)	(2,450.00)	(4,670.00)	(5,325.00)	(2,745.00)	(2,870.00)	(8,152.47)
RECYCLING	(51,336.63)	(4,808.67)	(6,721.64)	(6,132.16)	(2,900.49)	(4,870.13)	(6,648.62)	(2,664.40)	(6,955.02)	(4,631.34)	(787.53)	(6,101.24)	1,884.61
STATE TREE GROWTH ASSESS REV	(27,558.56)	-	-	-	(27,558.56)	-	-	-	-	-	-	-	-
EDUCATION - OTHER	(1,538,141.57)												
CITY - OTHER (DONATIONS)	(2,000.00)												
RESEARCH REVENUE	(60.00)	-	-	-	-	-	-	(60.00)	-	-	-	-	-
ADVERTISING COSTS REV	(600.00)	(200.00)	-	-	-	-	-	(400.00)	-	-	-	-	-
CITY CLERK SVCS REVENUE	(261.50)	(29.00)	(61.00)	(8.00)	(23.00)	(6.00)	(16.00)	(45.00)	(26.00)	(6.50)	(21.00)	(10.00)	(10.00)
COPIES REVENUE	(95.00)	(21.50)	(14.00)	-	(8.00)	(51.50)	-	-	-	-	-	-	-
CODE VIOLATIONS	(187.00)	-	-	-	-	(187.00)	-	-	-	-	-	-	-
ORDINANCE FINES	(2,262.00)	-	-	-	-	(798.00)	-	-	-	(1,464.00)	-	-	-
COURT ORDERED RESTITUTION	(75.00)	-	-	(75.00)	-	-	-	-	-	-	-	-	-
POLYGRAPH TESTS	(1,600.00)	-	(800.00)	-	-	-	(800.00)	-	-	-	-	-	-
VOTER LISTS SOLD REV	(33.00)	-	-	(33.00)	-	-	-	-	-	-	-	-	-
LAEASE PROCEEDS	(7,799.21)	-	-	-	(5,000.00)	-	-	-	-	-	-	-	(2,799.21)
STATE SHARE GRANTS	(75,000.00)	-	-	-	-	-	(75,000.00)	-	-	-	-	-	-
STATE DHS ASSIST REV	(935.77)	-	-	-	(48.94)	-	-	(612.63)	-	-	(274.20)	-	-
STATE EDUCATION SUBSIDY	(17,589,929.25)	(1,465,827.44)	(1,465,827.44)	(1,465,827.44)	(1,465,827.44)	(1,465,827.44)	(1,465,827.44)	(1,465,827.44)	(1,465,827.44)	(1,465,827.44)	(1,465,827.44)	(1,465,827.44)	(1,465,827.44)
TRANSFERS IN	(2,142,478.00)							(2,142,478.00)					
TOTAL SOURCES >	***(88,465,748)***	***(2,564,804.32)***	***(58,386,347.26)***	***(2,422,201.49)***	***(3,029,481.80)***	***(2,600,417.96)***	***(2,741,247.76)***	***(4,573,528.25)***	***(2,331,654.84)***	***(2,046,242.49)***	***(2,511,107.29)***	***(2,678,831.42)***	***(1,039,741.51)***
EXPENSES (USES):													
SALARIES & WAGES	17,201,364.66	847,629.14	1,588,012.98	1,224,804.75	1,267,928.09	1,578,267.31	1,308,528.59	1,622,803.27	1,326,499.42	1,314,294.08	1,401,398.26	1,655,626.01	2,065,572.76

FRINGE	6,269,128	369,193.01	582,660.06	481,633.86	466,576.88	577,542.04	494,693.21	591,485.71	491,499.11	530,287.05	525,746.91	624,511.28	533,298.59
INSURANCE	716,623	-	-	290,172.00	-	-	-	-	-	-	343.00	-	426,108.23
FUEL	294,367	13,057.72	21,943.08	12,565.41	17,378.27	14,238.62	13,893.43	22,864.27	72,730.80	30,991.65	244.86	50,343.86	24,115.40
MAINTENANCE AND REPAIRS	2,274,867	57,217.77	128,559.11	87,966.39	269,588.14	216,384.54	101,301.62	208,618.40	243,181.29	176,172.82	73,984.69	179,367.02	532,525.45
TRAVEL & TRAIN	320,716	32,152.66	8,349.95	27,469.27	25,968.68	(4,582.35)	13,570.09	17,817.26	22,012.76	28,348.53	15,387.69	13,845.07	120,376.10
SERVICES / MISCELLANEOUS	3,289,233	176,003.57	342,605.96	404,303.25	381,964.43	335,092.51	232,415.72	329,906.52	337,252.81	316,896.68	233,618.84	218,460.60	(19,287.87)
CIP	2,600,000												
GENERAL ASSISTANCE	395,730	6,246.56	45,713.80	6,792.17	25,638.91	30,991.49	5,238.00	27,906.00	24,097.25	43,640.38	17,033.74	38,207.14	124,224.46
UTILITIES	539,526	9,867.65	35,129.12	37,267.70	41,001.20	58,668.28	39,462.99	46,891.77	62,651.17	67,399.12	43,631.53	22,650.76	74,904.65
MUNI SVCS ALLOCATION	1,117,351												
PERSONNEL RESERVE	132,143												
AIRPORT SUBSIDY	50,000							50,000.00					
DEBT SERVICE PRINCIPAL EXP	2,470,447				1,235,223.41						1,235,223.41		
DEBT SERVICE INTEREST	1,001,935				500,967.63						500,967.63		
SCHOOL EXPENSE	45,410,842												
COUNTY TAX	1,513,609.90				1,513,609.90								
TRANSFERS OUT	350,000							350,000.00					
TOTAL USES >	***85,947,883***	***1,511,368.08***	***2,752,974.06***	***2,572,974.80***	***5,745,845.53***	***2,806,602.44***	***2,209,103.65***	***3,268,293.20***	***2,579,924.61***	***2,508,030.31***	***4,047,580.55***	***2,803,011.74***	***3,881,837.77***
NET >	***(2,517,865)***	***(1,053,436)***	***(55,633,373)***	***150,773***	***2,716,364***	***206,184***	***(532,144)***	***(1,305,235)***	***248,270***	***461,788***	***1,536,473***	***124,180***	***2,842,096***

	TOTAL 2025	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**	**Apr-25**	**May-25**	**Jun-25**
REVENUES (SOURCES):													
PROPERTY TAX	(60,647,846.10)	(72,869.54)	-	(59,616,199.20)	(966,735.32)	2,314.05	3,889.17	1,754.74	-	-	-	-	-
TAX LIEN COSTS REVENUE	(13,743.03)	(91.05)	(621.00)	(12,698.55)	-	-	(3.00)	-	-	-	-	(32.43)	(297.00)
TAX INTEREST	(113,691.89)	(5,873.31)	(11,401.34)	(6,744.08)	(6,204.30)	(4,775.73)	(7,232.02)	(5,586.15)	(7,807.90)	(11,591.07)	(11,790.00)	(9,076.24)	(25,609.75)
EXCISE TAX	(4,547,157.47)	(182,286.90)	(255,927.83)	(316,827.33)	(261,731.37)	(235,893.65)	(795,613.52)	(300,695.27)	(243,226.12)	(701,544.39)	(368,476.45)	(392,851.73)	(492,082.91)
HOMESTEAD	(883,701.21)	-	(606,420.00)	-	(4,994.80)	-	-	-	-	-	-	-	(272,286.41)
INVESTMENTS	(802,122.37)	(102,302.56)	(46,872.61)	(67,214.81)	(43,321.07)	(49,219.64)	(63,884.08)	(66,592.56)	(50,424.78)	(87,943.73)	(88,638.91)	(68,680.12)	(67,027.50)
STATE GENERAL ASSISTANCE	(678,236.85)	-	-	(31,614.95)	(56,543.70)	-	(271,886.02)	(90,313.98)	(31,260.82)	(35,768.86)	-	(111,635.61)	(49,212.91)
STATE BETE	(380,554.00)	-	-	-	-	-	-	-	-	-	-	-	(380,554.00)
MISCELLANEOUS REVENUE	(994,465.73)	(1,849.34)	(172,404.72)	(227,526.37)	(369,490.04)	(1,226.13)	(13,046.03)	(10,189.27)	(113,319.60)	(17,957.25)	(2,708.79)	(23,191.13)	(41,557.06)
PERMITS & FEES	(1,678,574.50)	(74,991.75)	(46,138.15)	(527,468.24)	(97,681.43)	(173,466.95)	(108,369.22)	(182,912.27)	(45,005.72)	(88,941.97)	(132,531.27)	(156,956.91)	(44,110.62)
POLICE GRANTS	(39,486.60)	(3,244.39)	(266.31)	(7,786.57)	-	(12,045.09)	-	(2,290.67)	(2,990.34)	(1,315.42)	(4,254.10)	(5,293.71)	-
POLICE REPORTS	(6,179.00)	(1,213.00)	-	-	(566.00)	(543.00)	-	(1,080.00)	(530.00)	(347.00)	(475.00)	(420.00)	(1,005.00)
UNREALIZED GAIN ON INVESTMENTS	(348,408.71)	(111,876.55)	(115,200.51)	(59,865.11)	7,600.08	43,793.79	(63,904.03)	(10,288.33)	(13,015.01)	8,778.57	(13,543.23)	(1,646.69)	(19,241.69)
STATE ROAD ASSIST PROGRAM	(237,428.00)	-	-	-	-	(237,428.00)	-	-	-	-	-	-	-
PAYMENTS IN LIEU OF TAXES	(200,087.83)	-	-	-	-	-	-	-	-	-	(121,836.73)	(13,240.10)	(65,011.00)
MUNICIPAL GARAGE LABOR CHARGE	(122,971.81)	(19,435.00)	(9,422.50)	(11,579.31)	(6,907.50)	(5,914.00)	(7,350.00)	(15,197.50)	(17,238.75)	(13,950.50)	(7,132.75)	(8,844.00)	-
INSPECTION PROGRAM	(81,750.00)	-	-	-	-	-	-	-	(525.00)	-	-	-	(81,225.00)
SOLID WASTE BAG SALES	(68,677.37)	-	(1,844.50)	(13,187.50)	(7,026.50)	(16,515.25)	(815.00)	(1,888.75)	(4,404.25)	(6,758.75)	(4,886.40)	(8,275.32)	(3,075.15)
LICENSES	(83,880.92)	(4,711.74)	(8,042.15)	(5,743.86)	(1,441.00)	(20,868.00)	(14,761.17)	(4,977.00)	(697.00)	(5,652.00)	(6,915.00)	(6,810.00)	(3,262.00)
REVENUE SHARING	(4,374,889.33)	(427,316.40)	(634,024.62)	(289,805.95)	(370,677.94)	(559,546.64)	(506,177.98)	(306,424.81)	(332,888.39)	(104,414.53)	(148,222.89)	(432,551.60)	(262,837.58)
REIMBURSEMENTS	(81,174.80)	(18,695.82)	(10,359.64)	(10,359.64)	(5,179.82)	(5,179.82)	-	(10,359.64)	(6,040.42)	-	-	(15,000.00)	-
RENTALS	(123,799.84)	(960.00)	(8,101.90)	(6,352.89)	(10,845.45)	(3,640.41)	(6,439.62)	(9,937.64)	(10,987.84)	(13,578.05)	(1,749.01)	(42,269.55)	(8,937.48)
LARGE BIN SALES	(30,012.00)	-	(1,830.00)	(976.00)	(8,418.00)	(366.00)	(976.00)	(976.00)	(122.00)	(6,954.00)	(1,342.00)	(732.00)	(7,320.00)
PLANNING BOARD REV	(94,870.47)	(3,388.92)	(930.16)	(375.00)	(825.00)	(30,469.40)	(13,555.20)	(3,841.80)	(12,194.20)	(5,923.90)	(2,668.09)	(17,202.10)	(3,496.70)
PARKING	(86,151.99)	(8,718.25)	(6,626.00)	(4,047.50)	(6,550.62)	(3,360.00)	(3,605.00)	(8,428.50)	(14,752.25)	(10,881.25)	(7,225.62)	(3,247.00)	(8,710.00)
RECYCLING	(93,296.23)	(3,175.73)	(28,009.42)	(8,180.01)	(2,258.13)	(3,940.17)	(13,457.41)	(7,621.13)	(1,674.97)	4,641.98	(9,577.81)	(8,852.61)	(11,190.82)
STATE TREE GROWTH ASSESS REV	(40,742.21)	-	-	-	(40,742.21)	-	-	-	-	-	-	-	-
STATE SCHOOL SUBSIDY	(16,857,299.88)	(1,404,774.99)	(1,404,774.99)	(1,404,774.99)	(1,404,774.99)	(1,404,774.99)	(1,404,774.99)	(1,404,774.99)	(1,404,774.99)	(1,404,774.99)	(1,404,774.99)	(1,404,774.99)	(1,404,774.99)
CITY CLERK SVCS REVENUE	(1,763.99)	(180.00)	(303.00)	(80.00)	(10.00)	(70.00)	(150.00)	(89.99)	(31.00)	(60.00)	(100.00)	(540.00)	(150.00)
COPIES REVENUE	(64.00)	-	(1.50)	-	-	-	-	-	-	(45.00)	(4.50)	(13.00)	-
CODE VIOLATIONS	(210.00)	-	-	-	-	-	(210.00)	-	-	-	-	-	-
ADVERTISING COSTS REV	(600.00)	(200.00)	(200.00)	-	-	-	-	-	-	(200.00)	-	-	-
ORDINANCE FINES	(1,280.00)	-	(496.00)	-	-	-	-	(756.00)	-	-	-	(28.00)	-
COURT ORDERED RESTITUTION	(400.00)	-	-	-	-	(400.00)	-	-	-	-	-	-	-
STATE DHS ASSIST REV	88.75	-	-	-	-	-	-	-	-	-	-	88.75	-
TRANSFERS IN	(1,961,359.00)												
TOTAL SOURCES >	***(95,676,788.38)***	***(2,448,155.24)***	***(3,370,218.85)***	***(62,629,407.86)***	***(3,665,325.11)***	***(2,723,535.03)***	***(3,292,321.12)***	***(2,443,467.51)***	***(2,313,911.35)***	***(2,505,182.11)***	***(2,338,853.54)***	***(2,732,076.09)***	***(3,252,975.57)***
EXPENSES (USES):													
SALARIES & WAGES	18,789,772	1,885,737	1,386,327	1,377,533	1,759,690	1,445,314	1,953,145	1,410,908	1,523,536	1,380,432	1,744,426	1,425,710	1,497,016
FRINGE	7,246,143	659,513	525,705	547,477	652,306	580,134	713,911	549,988	559,909	632,320	680,353	540,020	604,508

INSURANCE	1,241,819	133,393	280,486	22,299	-	6	-	360,920	-	270,804	95	-	173,816
FUEL	627,863	48,951	88,591	41,654	51,405	62,720	34,519	39,105	99,725	39,002	49,766	35,696	36,729
MAINTENANCE AND REPAIRS	2,139,109	54,982	128,015	191,759	154,016	74,232	232,861	151,731	355,185	317,529	170,794	135,401	172,605
UTILITIES	995,474	14,123	64,711	57,189	133,868	80,972	76,612	124,407	132,587	123,191	11,881	66,802	109,130
TRAVEL & TRAIN	558,343	26,121	14,811	36,242	15,960	24,120	42,373	26,645	172,292	41,512	49,402	27,213	81,653
SERVICES / MISCELLANEOUS	3,931,997	28,157	120,953	624,399	186,682	656,700	376,109	49,867	387,825	367,485	358,585	316,729	458,506
CIP	2,200,000												
GENERAL ASSISTANCE	381,965	(10,795)	34,755	42,624	29,616	26,898	26,776	60,872	54,031	47,870	11,413	32,900	25,003
MUNI SVCS ALLOCATION	1,270,455.44	1,279,455											
PERSONNEL RESERVE	163,404												
AIRPORT SUBSIDY	50,000							50,000					
DEBT SERVICE PRINCIPAL EXP	2,012,355				1,006,178						1,006,178		
DEBT SERVICE INTEREST	907,148				453,574						453,574		
SCHOOL EXPENSE	-												
COUNTY TAX	1,705,563				1,705,563								
TRANSFERS OUT	24,646												
TOTAL USES >	***44,246,057***	***4,119,636***	***2,644,355***	***2,941,177***	***6,148,858***	***2,951,097***	***3,456,307***	***2,824,444***	***3,285,090***	***3,220,145***	***4,536,464***	***2,580,471***	***3,158,965***
NET >	***(51,430,731)***	***1,671,481***	***(725,864)***	***(59,688,231)***	***2,483,533***	***227,562***	***163,986***	***380,976***	***971,179***	***714,963***	***2,197,610***	***(151,605)***	***(94,011)***

	TOTAL 2026	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	
PAY PERIODS BY MONTH >		5	4	4	5	4	5	4	4	4	5	5	4	***53***
PAY PERIOD FACTOR >		0.094	0.075	0.075	0.094	0.075	0.094	0.075	0.075	0.075	0.094	0.094	0.075	***1.000***
REVENUES (SOURCES):														
TAXES	(4,426,500)	(606,054)	(597,340)	(714,934)	(15,440,189)	(1,627,885)	(678,653)	(410,747)	(481,789)	(581,586)	(15,440,189)	(1,627,885)	(581,586)	
OTHER FUNDS	(30,336,666)	(2,528,056)	(2,528,056)	(2,528,056)	(2,528,056)	(2,528,056)	(2,528,056)	(2,528,056)	(2,528,056)	(2,528,056)	(2,528,056)	(2,528,056)	(2,528,056)	
PERMITS & FEES	(2,753,425)	(229,452)	(229,452)	(229,452)	(229,452)	(229,452)	(229,452)	(229,452)	(229,452)	(229,452)	(229,452)	(229,452)	(229,452)	
INVESTMENTS	(892,200)	(74,350)	(74,350)	(74,350)	(74,350)	(74,350)	(74,350)	(74,350)	(74,350)	(74,350)	(74,350)	(74,350)	(74,350)	
INTERGOVERNMENTAL	(6,323,781)	(526,982)	(526,982)	(526,982)	(526,982)	(526,982)	(526,982)	(526,982)	(526,982)	(526,982)	(526,982)	(526,982)	(526,982)	
TRANSFERS IN	(2,412,818)	(201,068)	(201,068)	(201,068)	(201,068)	(201,068)	(201,068)	(201,068)	(201,068)	(201,068)	(201,068)	(201,068)	(201,068)	
OTHER	(62,118)	(5,177)	(5,177)	(5,177)	(5,177)	(5,177)	(5,177)	(5,177)	(5,177)	(5,177)	(5,177)	(5,177)	(5,177)	
CONTINGENCY	(500,000)	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL SOURCES >	***(47,707,508)***	***(4,171,138)***	***(4,162,424)***	***(4,280,018)***	***(19,005,273)***	***(5,192,969)***	***(4,243,737)***	***(3,975,831)***	***(4,046,873)***	***(4,146,670)***	***(19,005,273)***	***(5,192,969)***	***(4,146,670)***	
EXPENSES (USES):														
SALARIES & WAGES	30,508,787	2,317,006	2,521,273	2,205,936	2,566,436	2,563,014	2,764,839	2,571,601	2,415,904	2,284,252	2,666,636	2,611,972	3,019,917	
FRINGE	8,739,780	665,223	716,735	665,484	723,536	748,622	781,556	738,145	679,903	751,811	779,936	753,055	735,773	
INSURANCE	405,136	27,594	58,023	64,640	-	1	-	74,662	-	56,020	91	-	124,104	
UTILITIES	904,816	-	-	-	-	-	-	-	-	-	-	-	-	
MAINTENANCE AND REPAIRS	1,956,528	131,552	234,501	115,028	145,924	163,270	102,709	131,469	365,867	148,492	106,099	182,534	129,083	
TRAVEL & TRAIN	254,095	6,459	6,695	18,416	12,120	5,647	16,170	12,852	56,164	20,194	18,728	11,868	58,397	
CAPITAL	2,248,710	149,069	144,353	320,341	177,078	308,847	189,496	118,262	225,791	213,118	184,414	166,659	136,774	
MUNICIAL SERVICES	1,376,487	38,916	88,362	196,088	108,393	189,052	115,995	72,391	138,212	130,455	112,884	102,016	83,722	
GENERAL ASSISTANCE	403,033	-	41,702	25,609	-	-	-	-	-	-	-	-	-	
GENERAL ASSISTANCE	210,136	(1,229)	21,743	13,352	14,930	15,642	8,650	23,988	21,111	24,726	7,686	19,213	40,322	
CONTINGENCY	700,000	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL USES >	***47,707,508***	***3,334,591***	***3,833,388***	***3,624,895***	***3,748,418***	***3,994,096***	***3,979,415***	***3,743,371***	***3,902,952***	***3,629,068***	***3,876,473***	***3,847,318***	***4,328,092***	
NET >	***-***	***(836,548)***	***(329,036)***	***(655,123)***	***(15,256,855)***	***(1,198,873)***	***(264,322)***	***(232,460)***	***(143,921)***	***(517,602)***	***(15,128,800)***	***(1,345,651)***	***181,422***	
	TOTAL 2026													

City of Biddeford

Multi-Bank Securities, Inc
CD Maturity Schedule

Asset Class	Status	Maturity	Description	CUSIP	Trade DateQuantity	Settle DateQuantity	Price	Market Value
GOVTSEC	In Account (Active)	02/28/2026	UNITED STATES TREAS	[redacted]	$500,000	$500,000	99.97	$499,865.00
CD	In Account (Active)	03/13/2026	LIVE OAK BKG CO	[redacted]	$200,000	$200,000	99.91	$199,814.00
CD	In Account (Active)	03/24/2026	CUSTOMERS BK	[redacted]	$243,000	$243,000	100.1	$243,238.14
CD	In Account (Active)	03/25/2026	BEAL BK PLANO TEX	[redacted]	$247,000	$247,000	99.85	$246,619.62
CD	In Account (Active)	03/25/2026	BEAL BK USA LAS	[redacted]	$247,000	$247,000	99.85	$246,619.62
CD	In Account (Active)	04/28/2026	ALLY BK SANDY UTAH	[redacted]	$246,000	$246,000	99.81	$245,527.68
CD	In Account (Active)	05/19/2026	MORGAN STANLEY BK N	[redacted]	$246,000	$246,000	99.85	$245,621.16
CD	In Account (Active)	06/29/2026	CAPITAL ONE NATL	[redacted]	$246,000	$246,000	99.81	$245,527.68
CD	In Account (Active)	08/03/2026	1ST FINL BK USA	[redacted]	$249,000	$249,000	99.79	$248,479.59
CD	In Account (Active)	10/29/2026	OLD MO BK	[redacted]	$249,000	$249,000	99.22	$247,055.31
CD	In Account (Active)	02/02/2027	NELNET BK DRAPER	[redacted]	$248,000	$248,000	97.87	$242,722.56
CD	In Account (Active)	04/20/2027	BARCLAYS BK DEL	[redacted]	$246,000	$246,000	98.74	$242,905.32
CD	In Account (Active)	07/15/2027	CELTIC BK SALT LAKE	[redacted]	$249,000	$249,000	99.38	$247,453.71
CD	In Account (Active)	07/28/2027	MEDALLION BK SALT	[redacted]	$100,000	$100,000	99.4	$99,397.00
CD	In Account (Active)	08/19/2027	THIRD FED SVGS & LN	[redacted]	$245,000	$245,000	99.24	$243,125.75

M&T Bank

FOR INQUIRIES CALL: MAINE GOV'T BANKING ACQ.
(845) 440-2840

[redacted]

000000 N

CITY OF BIDDEFORD
INVESTMENT FUND
205 MAIN ST
PO BOX 586
BIDDEFORD ME 04005

ACCOUNT TYPE
MUNICIPAL CHECKING WITH INTEREST

ACCOUNT NUMBER	STATEMENT PERIOD
[redacted]	01/01/26 - 01/31/26

BEGINNING BALANCE	$11,216,306.11
DEPOSITS & CREDITS	2,480,473.88
LESS CHECKS & DEBITS	7,761,494.12
INTEREST	16,512.32
LESS SERVICE CHARGES	0.00
ENDING BALANCE	$5,951,798.19

ANNUAL INTEREST RATE			
12/31/2025	-	01/31/2026	2.45%

INTEREST PAID YEAR TO DATE $16,512.32

ACCOUNT ACTIVITY

POSTING DATE	TRANSACTION DESCRIPTION	DEPOSITS & OTHER CREDITS (+)	WITHDRAWALS & OTHER DEBITS (-)	DAILY BALANCE
01/01/2026	BEGINNING BALANCE			$11,216,306.11
01/02/2026	ZBA TRANSFER DR FROM [redacted]		$18,686.95	11,197,619.16
01/05/2026	ZBA TRANSFER CR FROM [redacted]	$67,978.04		11,265,597.20
01/06/2026	ZBA TRANSFER DR FROM [redacted]		309,516.76	10,956,080.44
01/07/2026	ZBA TRANSFER DR FROM [redacted]		1,375,307.42	9,580,773.02
01/08/2026	ZBA TRANSFER DR FROM [redacted]		3,754.42	9,577,018.60
01/09/2026	ZBA TRANSFER DR FROM [redacted]		448,714.92	9,128,303.68
01/12/2026	ZBA TRANSFER DR FROM [redacted]		484,436.24	8,643,867.44
01/13/2026	ZBA TRANSFER CR FROM [redacted]	215,760.52		8,859,627.96
01/14/2026	ZBA TRANSFER DR FROM [redacted]		1,243,287.40	7,616,340.56
01/15/2026	ZBA TRANSFER DR FROM [redacted]		11,623.73	7,604,716.83
01/16/2026	ZBA TRANSFER DR FROM [redacted]		1,139,276.68	6,465,440.15
01/20/2026	ZBA TRANSFER CR FROM [redacted]	454,578.86		6,920,019.01
01/21/2026	ZBA TRANSFER DR FROM [redacted]		370,169.17	6,549,849.84
01/22/2026	ZBA TRANSFER DR FROM [redacted]		147,769.07	6,402,080.77
01/23/2026	ZBA TRANSFER DR FROM [redacted]		581,761.45	5,820,319.32
01/26/2026	ZBA TRANSFER DR FROM [redacted]		97,323.47	5,722,995.85
01/27/2026	ZBA TRANSFER CR FROM [redacted]	1,562,458.80		7,285,454.65
01/28/2026	ZBA TRANSFER DR FROM [redacted]		1,529,866.44	5,755,588.21
01/29/2026	ZBA TRANSFER CR FROM [redacted]	116,915.02		5,872,503.23
01/30/2026	ZBA TRANSFER CR FROM [redacted]	62,782.64		
01/30/2026	INTEREST PAYMENT	16,512.32		5,951,798.19
	NUMBER OF DEPOSITS/CHECKS PAID	6	0	

MEMORANDUM

TO:	**Honorable Mayor** **Honorable City Council**
FROM:	**Truc Dever, City Manager**
DATE:	**March 2, 2026**
RE:	**2026.19 Approval Bid CSO Alfred Street Phase 3**

Council is being asked to consider Funding Options to complete this CSO Phase 3 project in the event a bond cannot be obtained within the construction project timeline. Option 2 identified a combination of existing Sewer permit fees of approximately $1.6MM and another $1.5MM in unallocated FY27 CIP funds, which would be eligible for use beginning July 1, 2026.

However, questions remain regarding available cash on-hand to meet payment obligations of approximately $387,500 per month. Attachments 9, 10, and 11 have been included to address cash flow projections over the eight months of construction from May to December 2026. While Attachment 9 shows net available cash from May to December 2025 dipped below $387,500 four out of eight months, it should be noted that maturing CDs between 2/28/26 and 10/29/26 will add an additional $2,673,000 to cash flow over the project timeline. The City also maintains an investment account with M&T Bank, which had an ending balance of $5,951,798 at the end of January 2026.

City staff have been advised by the bond broker that a bond can be obtained within 4 to 6 weeks once the FY 24 audit is completed. CBIZ has adjusted its timeline for audit completion, targeting the end of March or early April.

Should the worst case scenario occur and the City is unable to obtain a bond after construction has commenced, the Public Works Director has indicated he is able to stop the project once Maine Water Company completes its portion of the project until further funding is secured.

City Council

Meeting Date: March 3, 2026
Meeting Time: 6:00 PM
Agenda Item No: 10.b
Item Description: 2026.34 Approval of CBIZ auditing firm for FY24 audit
Submitted By: Truc Dever, City Manager

Key Terms:

Executive Summary:
The City signed a contract with CBIZ CPAs to complete its Fiscal Year 2024 audit after Finance Committee approval on September 2, 2025. Under the City's previous procurement policy in place at the time, the threshold for Finance Committee approval only was set at $30,000. This procurement policy was later changed to increase the Finance Committee's approval threshold to $150,000. To be in compliance with the policy at the time of authorization, this service contract should have been taken to Council for consideration. This Order retroactively approves the auditing contract for compliance purposes.

Detailed Review:

Funding Source:
Engagement fees estimated at $103,000. Account 21111-60302.

Staff Recommendation:
Staff recommends Council approves this auditing contract retroactively to ensure compliance with the City's procurement policy for auditing services.

Next Steps:

Attachments:

1. 2026.34 Approval CBIZ Audit Services
2. 20250828 City of Biddeford Audit Engagement Letter CBIZ

City of Biddeford

2026.34 IN BOARD OF CITY COUNCIL… MARCH 3, 2026

BE IT ORDERED, that the City Council does hereby approve the engagement of CBIZ CPA's P.C. for the purposes of completing necessary audit work in accordance with the scope of services outlined in the engagement letter dated August 6, 2025 in an amount not to exceed $103,000 as described below:

City	$61,000
School	$34,000
Uniform Guidance	$8,000
Total	$103,000

Funding shall be from account 21111-60302

Attest by:_____
Robin Patterson, City Clerk

CBIZ CPAs P.C.

100 Westminster Street
Suite 500
Providence, RI 02903

P: 401.600.4500

August 6, 2025

City of Biddeford, Maine
Attn: Honorable Members' of the City Council
Attn: Brian Phinney, Acting City Manager
205 Main Street
Biddeford, Maine 04005

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide City of Biddeford, Maine (the "Client", "Entity", "you," or "your"). This letter constitutes the entire agreement between the Entity and CBIZ CPAs P.C. ("CBIZ CPAs," "Firm," "we," "us," or "our"") regarding the services described herein.

ENGAGEMENT OBJECTIVES AND OUR RESPONSIBILITIES

We will audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Client, as of June 30, 2024, and for the year then ended and the related notes to the financial statements, which collectively comprise the Client's basic financial statements as listed in the table of contents. We will also audit the major fund and remaining non-major fund information and compliance with Maine Statute Title 20-A Section 6051 *School Administrative Units* of the City of Biddeford School Department, a department of the City of Biddeford, Maine and the respective changes in financial position and budgetary comparison for the General Fund for the year ended June 30, 2024.

Our audit will be conducted with the objectives of our expressing an opinion on each opinion unit.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America ("U.S. GAAP") as promulgated by the Governmental Accounting Standards Board (GASB) require that certain information, such as management's discussion and analysis ("MD&A"), the budgetary comparison for the General Fund, and various pension and other post-employment benefits (OPEB) schedules, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Client's required supplementary information ("RSI") in accordance with GAAS. These limited procedures will consist of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual (Budgetary Basis)
- Schedule of Changes in the City's Total Health Plan OPEB Liability and Related Ratios
- Schedule of City's Proportionate Share of the Net OPEB Liability
- Schedule of City's Proportionate Share of the Net Pension Liability (Asset) – Maine public Employees' Retirement System Consolidated Plan (PLD) and State Employee and Teacher Plan (SET)
- Schedule of City's Contributions – Maine Public Employees' Retirement System Consolidated Plan (PLD) and State Employee and Teacher Plan (SET)
- Schedule of Changes in the School Department's Total Health Plan OPEB Liability and Related Ratios

Supplementary information other than RSI will accompany the Client's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Schedule of expenditures of federal awards

Auditors' Responsibilities

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform

Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*,, we will exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

2. Obtain an understanding of the system of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America . Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Client's basic financial statements. Our report will be addressed to the governing body of the Client. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

In addition, we will audit the Client's compliance over major federal award programs for the year ended June 30, 2024. Our audit will be conducted with the objectives of our expressing an and an opinion on compliance regarding the entity's major federal award(s).

The objectives of our compliance audit is to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Audit of Major Program Compliance

Our audit of the Client's major federal award program(s) compliance will be conducted in accordance with the requirements of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

MANAGEMENT'S RESPONSIBILITIES

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. For the design, implementation, and maintenance of an effective system of internal control over the financial reporting relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs,

and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;

8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditors aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;
    c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For the evaluation of the effectiveness of the entity's internal control over financial reporting using suitable and available criteria;

22. For providing us with management's written assessment about the effectiveness of the entity's internal control over financial reporting;
23. For supporting management's assessment about the effectiveness of the entity's internal control over financial reporting with sufficient evaluations and documentation (e.g., policy or accounting manuals, narrative memoranda, flowcharts, decision tables, procedural write-ups, or completed questionnaires);
24. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
25. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards , you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards , (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

Management is responsible for all management decisions and performing all management functions including critical judgments and conclusions, and for designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee any financial statement preparation services, assistance with the preparation of the Data Collection Form, bookkeeping services, tax services, or other services we or our associated company CBIZ, Inc. (or its related entities (collectively with CBIZ, Inc., "CBIZ")) provides.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or workpapers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

Per federal requirements, the Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

ENGAGEMENT FEES

We estimate that our fees for the services previously outlined will be $103,000. Estimated fees for the services previously outlined are segmented as follows:

City	$ 61,000
School	$ 34,000
Uniform Guidance*	$ 8,000
Total	$103,000

*The cost of the federal single audit and Uniform Guidance Report is based on the number of major programs determined at year end. We have included the audit of two major programs in connection with the audit work and reporting requirements related to major federal programs. Once the scope and number of federal programs is determined, we will negotiate a not-to-exceed fee for the audit of any additional major federal programs.

Our fees are based upon the complexity of the work to be performed, timing of the engagement, experience level of the personnel required, and estimates of the professional time to complete the required services.

Additionally, our fees are dependent on the availability, quality, and completeness of the Client's records and, where applicable, upon the Client's personnel providing the level of assistance identified in the "prepared by client" request list distributed at the end of our planning work (e.g., Client employees preparing confirmations and schedules we request, locating documents selected by us for testing, etc.). Circumstances – including but not limited to those such as those listed in Appendix A – may arise during the engagement that may cause delay or significantly affect our fees. CBIZ CPAs shall not be responsible for any consequences.

Invoices are due upon receipt. If our invoices for this, or any other engagements the Client may have with us, are not paid within 30 days after the invoice date, we may suspend or terminate our services for this and any other engagements. If we suspend our services, we may require that the Client pay all amounts due and/or submit a retainer to CBIZ CPAs before we resume such services. The Client agrees that if we suspend or terminate our services as a result of nonpayment, we will not be responsible for any consequences.

If invoices are not paid within 30 days of the invoice date, a late charge may accrue at the lesser of (i) 1% per month or (ii) the highest rate allowable by law.

DISPUTE RESOLUTION PROCEDURE (MEDIATION AND ARBITRATION) AND GOVERNING LAW

Any dispute arising out of or relating to this engagement, or breach thereof, shall first be submitted for mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediator shall be selected by agreement of the parties; if the parties cannot agree on a mediator, a mediator shall be appointed by the AAA. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceeding. Each party shall bear its own costs in the mediation, and the fees and expenses of the mediator shall be shared equally by the parties. No other proceeding shall be commenced prior to 60 days after the parties' first appearance before the mediator.

If a dispute has not been resolved within 60 days after the written initiation of the mediation, the dispute shall be settled by arbitration administered by the AAA under its Accounting and Related Services Arbitration Rules (the "Rules"). In the event of a conflict between the Rules and this Agreement, this Agreement shall control. The arbitration shall be conducted before a panel of three arbitrators, selected by application of the rules of the AAA, or by mutual agreement of the parties, except that all arbitrators shall be lawyers or former judges. Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery. The arbitration panel shall issue its final award in a written and reasoned decision to be provided to each party. The arbitration panel shall have no authority to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content, or result of the arbitration only as expressly provided by the Rules. The award reached as a result of the arbitration will be binding on the parties, and judgment on the award may be entered in any court having jurisdiction.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of the Firm and/or the Client and our relationship with you shall be governed by the laws of the State of New York (without giving effect to its choice of law principles).

LIMITATION OF LIABILITY

Unless otherwise prohibited by law or applicable professional standard, you agree that CBIZ CPAs and its personnel shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ CPAs pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ CPAs. Unless otherwise prohibited by law or applicable professional standard, in no event shall CBIZ CPAs or its personnel be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to

this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), professional standard, or otherwise.

No action, regardless of form, arising out of the services under this agreement may be brought by you more than one year after the date the last services are provided under this agreement.

The Client hereby indemnifies CBIZ CPAs and its shareholders and other professionals, and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of the Client's management, regardless of whether such person was acting in the Client's interest. This indemnification will survive completion or termination of this agreement.

OTHER MATTERS

Auditors' Report and Reproduction

We will issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report. If for any reason, we are unable to complete the audit or we are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require us to do so, we may resign from the engagement prior to completion.

Except to the extent prohibited by law, if you intend to publish or otherwise reproduce the financial statements and/or make reference to our Firm, you agree that the Client's management will provide us with a draft for our review and approval before disclosure, inclusion or incorporation by reference of any of our reports or the reference to CBIZ CPAs before such document or information is published, printed or distributed. You also agree to provide us with the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, you agree to provide us timely notice of your intention to issue any such document. Our fees for any additional procedures or services we require to provide approval to you would be in addition to those fees discussed above. Notwithstanding the foregoing, you may distribute the financial statements "as is," without our written consent; provided such financial statements are not inserted in any other document or are not altered or revised in any manner, including without limitation, the alteration, addition or removal of data or information to or from such financial statements.

With regard to the electronic dissemination of the Client's financial statements, including financial statements published electronically on the Client's website, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

Background Checks

As a matter of our Firm policy, we perform background checks on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention.

Predecessor Auditor

Before formally accepting this engagement, we are required by auditing standards generally accepted in the United States of America to make certain communications with your predecessor auditor. Soon after our appointment as your new auditors, we will request your permission to contact your predecessor auditor, and they will require your authorization to respond fully to our inquiries and to provide us with copies of certain of their working papers. Our continued acceptance of this engagement is subject to the results of such communication. We will notify you immediately if we become aware of anything from your predecessor auditor that results in our not being able to continue this engagement and resulting in us terminating and resigning from this engagement.

Independence and Our Personnel

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. These services are being provided under the AICPA and Government Accountability Office (GAO) independence standards. If the Client becomes subject to Public Company Accounting Oversight Board ("PCAOB") or Securities and Exchange Commission ("SEC") independence standards, those standards will need to be followed. As a result, certain non-attest services that would not impair our independence under the AICPA and Government Auditing Standards may have impaired our past or may impair our future independence under the PCAOB and SEC standards. CBIZ CPAs' acceptance of this engagement is conditioned on confirming that it is independent under applicable standards. We will inform you promptly if we determine that we are not independent.

In addition, we will periodically reevaluate our independence as part of our customary client continuance process or more frequently, should circumstances arise that may require us to investigate whether our independence may have been impaired in which case we may terminate and resign from this engagement in our sole and absolute discretion. You agree to promptly advise us of any matters or changes in circumstances that could affect our independence or give rise to conflicts including, changes in senior management or the Elected Body, or entities that may have preexisting relationships with CBIZ or CBIZ CPAs or conflicts that could affect our independence.

Any discussions that the Client has with personnel of CBIZ CPAs or CBIZ regarding potential employment with the Client could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. Employment offers to any staff member working on your engagement without our prior knowledge may require substantial additional procedures to ensure our

independence on this engagement. Any additional costs incurred due to these procedures will be billed at our standard hourly rates.

Furthermore, we strive to maintain a staff of quality, trained professionals. In recognition of the investment we have made to recruit and develop our personnel, solely to the extent not prohibited by law, you agree to not solicit any of our employees involved in this engagement at any time while we are performing services for you or within one year thereafter; irrespective of whether they've worked on your account or not. However, this limitation shall not apply to employment via a general solicitation or open job posting which is not directed towards the employee or CBIZ CPAs.

Access to Working Papers; Confidentiality

Our workpapers and files for this engagement are the property of CBIZ CPAs. If we receive a subpoena or other administrative, judicial, or government demand or request requiring it to provide information or documents, we will, unless prohibited by law, provide written notice to the Client of such demand or request. The Client shall reimburse CBIZ CPAs for our time at standard rates and reasonable expenses (including reasonable attorneys' fees and expenses) incurred in responding to such demands or requests.

Certain professional standards, including American Institute of Certified Public Accountants Code of Professional Conduct 1.700 and similar rules adopted by state boards of accountancy, prohibit the disclosure of client confidential information without client consent, except in limited circumstances. CBIZ CPAs will treat the Client's confidential information in accordance with applicable professional standards. The Client acknowledges and agrees that we may disclose confidential information as directed by the Client or as permitted by law, rule, regulation, professional standards or guidelines, or the terms of this engagement letter. The Client authorizes CBIZ CPAs to use email and other electronic methods to transmit and receive information, including confidential information, related to this engagement. CBIZ CPAs will employ commercially reasonable efforts to protect the confidentiality of transmitted information.

In performing our engagement, we will utilize professional and administrative staff who are employed by or otherwise associated with CBIZ or other entities. These individuals will be under the direct control and supervision of CBIZ CPAs, which is solely responsible for the professional performance of our engagement. Additionally, the professional staff is subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and CBIZ CPAs has contractual agreements requiring confidential treatment of all client information.

In addition, the Client agrees that we may provide CBIZ with access to the Client's accounting, financial, and other records in our possession so that CBIZ can provide the Client with any services it has engaged them to perform.

Should you request that we use a third-party electronic file transfer service in connection with this engagement, you acknowledge that CBIZ CPAs makes no representations or warranties regarding the security of data transmitted to and from, or stored by, that third-party electronic file transfer service. You also agree that CBIZ CPAs is not responsible for any loss, or unauthorized interception, of data transmitted to and from, or stored by, third-party electronic file transfer service.

Nothing in this letter is intended to limit your rights and obligations pursuant to Maine's "Freedom of Access" law, Title 1, Chapter 13, Subchapter 1.

Termination

Our engagement ends on the earlier of termination or resignation (including without limitation, our declining to issue a report or other work product) or CBIZ CPAs' delivery of our report. We acknowledge your right to terminate our services at any time, and you acknowledge our right to terminate our services and this agreement and resign at any time in our sole and absolute discretion, subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees. All terms which by their nature are reasonably intended to survive will survive termination, resignation or expiration.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If it is determined that any provision of this letter is unenforceable, all other provisions shall remain in full force and effect. This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. The Client may not assign or transfer this agreement, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this agreement, any services provided hereunder, or any fees for services to anyone, by operation of law or otherwise without CBIZ CPAs' prior written consent and any assignment without consent shall be void and invalid. CBIZ CPAs may assign this agreement, including all the rights and benefits hereunder, to any affiliate or acquirer of or successor to its business, or purchaser of all or substantially all of its assets, stock or interests or in the event of a reorganization or restructuring, and by your signature hereto, you consent to such assignment and the transfer of the Client's files and information.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Client and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the City of Biddeford, Maine.

If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by email and we will send you a fully executed copy.

Our acceptance of this engagement and return of a fully executed engagement letter is subject to the review and approval of our Firm's client acceptance policies. If our Firm decides not to accept this engagement for any reason, then we will inform you immediately in writing.

In accordance with the requirements of *Government Auditing Standards*, our latest external peer review report of our Firm is available upon request.

Very truly yours,

James D. Wilkinson, CPA
CBIZ CPAs P.C.

ACCEPTED

This letter correctly sets forth the agreement of City of Biddeford, Maine.

Authorized signature: Brian S. Phinney

Name: Brian S. Phinney

Title: COO

Date signed: 08/28/25

Authorized signature: _____

Name: _____

Title: _____

Date signed: _____

APPENDIX A

Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by CBIZ CPAs in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, CBIZ CPAs may incur significant unanticipated costs.

2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to CBIZ CPAs (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). CBIZ CPAs will provide the accounting personnel with a separate listing of required schedules and deadlines.

3. Weaknesses in the internal control structure.

4. Significant new issues or unforeseen circumstances as follows:

    a. New accounting issues that require an unusual amount of time to resolve.

    b. Changes or transactions that occur prior to the issuance of our report.

    c. Changes in the Client's accounting personnel, their responsibilities, or their availability.

    d. Changes in auditing requirements set by regulators.

5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by CBIZ CPAs. All invoices, contracts and other documents which we will identify for the Client, are not located by the accounting personnel or made ready for our easy access.

6. A significant level of proposed audit adjustments is identified during our audit.

7. Changes in audit scope caused by events that are beyond our control.

8. Untimely payment of our invoices as they are rendered.

City Council

Meeting Date: March 3, 2026
Meeting Time: 6:00 PM
Agenda Item No: 10.c
Item Description: 2026.31 Revised Division 2 Emergency Medical Services Ordinance Sec. 30-26 through Sec. 30-30
Submitted By: Lawrence D. Best, Fire Chief

Key Terms:
Emergency Medical Services Ambulance

Executive Summary:
The Fire Department is requesting that the Division 2 Emergency Medical Services Sections 30-26 through 30-30 be updated to reflect current City Ambulance operations and practices, including Ambulance Fees.

Detailed Review:
The Fire Department is requesting that the Division 2 Emergency Medical Services Sections 30-26 through 30-30 be updated to reflect current City Ambulance operations.

Update:

- **Sec. 30-26. Ambulance location —** to reflect that an ambulance can be garaged at more than one of the fire stations in the City.
- **Sec. 30-27. Charge for use —** to reflect an updated method for reviewing and changing ambulance fees annually.
- **Sec. 30-28. Use of ambulance by other municipalities; fee —** to reflect current mutual aid response and ambulance fee billing practices.
- **Sec. 30-29. Collection, remittance of fees —** to reflect current ambulance fees remittance and collection practices.
- **Sec. 30-30. Mutual aid pacts —** to reflect current mutual aid practices as established by Maine State MRS Title 37-B, §784-B Maine First Responders State-wide Mutual Aid

Agreement.

See the attached document titled Revised Emergency Medical Services Ordinance (Attachment #1) for the detailed language for each of the sections listed above. In addition, the MRS Title 37-B, §784-B Maine First Responders State-wide Mutual Aid Agreement has been attached for reference (Attachment #2).

Annual Ambulance Billing Rate Fee Schedule Increase:

Attachment #3 is the current Ambulance Fee Schedule that was updated in January of this year. This update was based on the recommendation of Comstar, which is our Ambulance Billing Company. Comstar conducts an annual ambulance billing rate review process according to the Medicare Allowed Rates. They then make a recommendation to their clients regarding rate increases depending on the state and location in the state. This year, based on the "2026 Medicare Allowed Rates" published for Southern Maine, Comstar has recommended that each ambulance billing rate category be increased .5 or ½ percent for the BLS, ALS, and other rates etc., except for the mileage rate, which they recommend be increased by 2%. They also recommended leaving the with the "Lift Assist Rate" as is because we increased it in 2025 from $300.00 to $350.00.

Funding Source:
N/A

Staff Recommendation:
Staff recommends updating the ordinance to reflect current operations and practices.

Next Steps:
This ordinance revision will require two readings by the City Council.

Attachments:
1. Order 2026.31 Division 2 Emergency Medical Services Ordinance Update Sec. 30-26 through 30-30
2. ATTACHMENT #1- Revised Division 2 Emergency Medical Services Ordinance Sec. 30-26 through 30-30
3. ATTACHMENT #2- Maine State MRS Title 37B 784B Maine First Responders State Wide Mutual Aid Agreement
4. ATTACHMENT #3- 2026 Biddeford Fire Department Ambulance Rates

City of Biddeford

2026.31 IN BOARD OF CITY COUNCIL…March 03, 2026

BE IT ORDERED, by the Biddeford City Council, that Chapter 30, Article I, Division 2 *Emergency Medical Services* Sec. 30-26 through 30-30 be amended as attached by adding text in blue underline and deleting text in ~~red strikethrough~~.

Attest by:_____

DIVISION 2
EMERGENCY MEDICAL SERVICES

Sec. 30-26. Ambulance location.

The City ambulance will be garaged at ~~the~~ a fire station of the City.

Sec. 30-27. Charge for use.

(a) Fees for the use of the City's ambulance service shall be charged in accordance with the reasonable and customary charges.

~~(b) Any other fee relating to the use of the City's ambulance service shall be established by the Fire Commission on or about January 1 of each year.~~

(b) Fees relating to the use of the City's ambulance service shall be reviewed annually on or about January 1 of each year by the Fire Chief and Finance Director.

(c) Any recommended fee changes will be submitted to the City Manager for review and approval.

Sec. 30-28. Use of ambulance by other municipalities; fee.

~~The City ambulances will not service residents of other cities or towns outside the City limits unless a preliminary agreement is approved by the City Council that such cities and towns will pay an annual service fee to the City and pay all ambulance charges directly to the City. Such services fee will be annually determined by the City Council on or before August 1 of each year.~~

The City ambulances will respond to mutual aid as requested by other communities within the State of Maine as provided for in MRS Title 37-B, §784-B Maine First Responders State-wide Mutual Aid Agreement. Such cities and towns will provide reciprocal mutual aid as requested through this same agreement. Patients will be charged the appropriate ambulance fee as outlined in the ambulance fee schedule that is established annually.

Sec. 30-29. Collection, remittance of fees.

All fees required by this article will be collected by the Fire Department or by a third-party ambulance billing company as contracted by the City and remitted to the City Treasurer monthly.

Sec. 30-30. Mutual aid pacts.

This article shall not affect cities and towns ~~that have mutual aid pacts and that have comprehensive ambulance service~~ within the State of Maine as established in the MRS Title 37-B, §784-B Maine First Responders State-wide Mutual Aid Agreement.

Sec. 30-31. through Sec. 30-50. (Reserved)

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§784-B. Maine First Responders State-wide Mutual Aid Agreement

All political subdivisions within the State are covered by the Maine First Responders State-wide Mutual Aid Agreement, dated November 2008, as drafted by the agency and referred to in this section as "the agreement," except that a political subdivision may withdraw from the agreement by enacting a local ordinance that withdraws from the agreement. [PL 2009, c. 175, §1 (NEW).]

A local first responder agency may provide emergency management, fire, law enforcement, emergency medical, public works and other emergency services as necessary upon the request of any political subdivision within the State in accordance with the agreement. Additional preexisting contracts or agreements with the jurisdiction requesting the services are not required. [PL 2009, c. 175, §1 (NEW).]

SECTION HISTORY

PL 2009, c. 175, §1 (NEW).

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COMSTAR
Ambulance Billing Service
8 Turcotte Memorial Drive, Rowley, MA 01969
Ph: 800-742-3001 FAX: 978-356-3721

RATES .5% MILEAGE 2%

BIDDEFORD FIRE DEPARTMENT

2026 Rate Change Form

Charges	2026 Medicare Fee Schedule Allowed Amounts	Avg Bundled Comstar Top 50	Current Rates	New Rates Effective On: 1/15/24
BLS EMERGENCY BASE RATE	$454.10	$1,885.00	$991.57	996.53
BLS NON EMERGENCY BASE RATE	$283.81	$1,885.00	$735.40	739.08
ALS NON EMERGENCY BASE RATE	$340.57	$2,701.00	$798.80	802.80
ALS1 EMERGENCY BASE RATE	$539.23	$2,701.00	$1,466.30	1473.64
ALS2 EMERGENCY BASE RATE	$780.47	$3,794.00	$2,130.23	2140.89
SPECIALTY CARE TRANSPORT	$922.37	$4,279.00	$1,761.29	1770.10
MILEAGE	$9.18	$43.00	$26.04	26.56
CARE WITHOUT TRANSPORT	$0.00	N/A	$172.91	173.78
LIFT ASSIST FEE	$0.00	N/A	$350.00	350.00

L D. Best
Signature -- Authorized Signer

1/21/2026
Date

Lawrence D. Best
Printed Name -- Authorized Signer

Fire Chief
Title -- Authorized Signer

Please scan and email completed Rate Change form to:
ratechange@comstarbilling.com

9

Sent 1/31/26 @ 1:26

City Council

Meeting Date: March 3, 2026
Meeting Time: 6:00 PM
Agenda Item No: 10.d
Item Description: 2026.32 Approval/Public Works Non-Supervisor Negotiator
Submitted By: Diana DePaolo, HR Director

Key Terms:

Executive Summary:
The Teamsters Public Works collective bargaining agreement expires June 30, 2026, and the union has requested to begin negotiations. Staff is seeking authorization to retain labor counsel (estimated $15,000) and designate the City's bargaining representative to commence negotiations.

Detailed Review:
The collective bargaining agreement between the City of Biddeford and the Teamsters bargaining unit representing Public Works non-supervisory employees expires on June 30, 2026. The Teamsters business agent has contacted the City to begin scheduling negotiation sessions.

Staff is requesting Council authorization to:

Retain labor counsel to serve as lead negotiator for the upcoming round of negotiations; and

Designate the City's bargaining representative and authorize the City Manager to assemble the City's negotiation team.

Attorney Alyssa Tibbetts previously served as lead negotiator for this unit and has significant municipal labor experience. Staff recommends retaining Attorney Tibbetts for this negotiation cycle.

The estimated cost of labor counsel services for this round of negotiations is approximately $15,000.

Funding Source:
Not to exceed $20,000.00 Line item 21111-60301

Staff Recommendation:
Authorize engagement of labor counsel and designate the City's bargaining representative for negotiations with the Teamsters Public Works bargaining unit (CBA expiration: June 30, 2026). Estimated legal cost: $15,000.

Next Steps:

Attachments:
1. 2026.32 Public Works Non-Supervisor Negotiator

City of Biddeford

2026.32 IN BOARD OF CITY COUNCIL… MARCH 3, 2026

BE IT ORDERED, that the City Council does hereby direct the City Manager to engage an independent negotiator to represent the City of Biddeford in negotiations with the Public Works Department Non-Supervisors bargaining unit for an amount not to exceed $20,000.00. Funding for these services will come from line item 21111-60301

Attest by:_____
Robin Patterson, City Clerk