



**City of Biddeford
City Council**

August 4, 2026 at 6:00 PM
City Hall Council Chambers & Teams

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[Teams Instructions](#)

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Recognition
 - 4.a HR - Report to Council
5. Appointments
 - 5.a 2026.115 Approval- Acceptance of Resignation of Councilor Dylan Doughty -Ward 4
6. Proclamation
 - 6.a 2026 National Night Out
7. Presentation
 - 7.a CSO Presentation - Public Works Director, Jeff Demers
 - 7.b Update from Bond Counsel -Joseph Cutera
8. Public Hearing
 - 8.a Hakuna Matata Liquor License Public Hearing
 - 8.b Martini's on Main
9. Liquor License Consideration

- 9.a Approval Hakuna Matata Liquor License
- 9.b Approval Martini's on Main Liquor License
- 10. Public Addressing the Council
 - (3 minute limit per speaker for up to a total of 15 minutes)
- 11. Consideration of Minutes
 - 11.a Special City Council Meeting July 21, 2026 - Minutes
 - 11.b City Council Meeting July 28, 2026 - Minutes
- 12. Orders of the Day
 - 12.a 2026.114 Fire Department DEA -Compliant Controlled Substance Management System Purchase
- 13. Public Addressing the Council
 - (5 minute limit per speaker)
- 14. City Manager Report
- 15. Committee Updates by Council
- 16. Other Business
- 17. Council President Addressing the Council
- 18. Mayor Addressing the Council
- 19. Executive Session -1 MRS 405 (6) - Legal Matter
- 20. Adjourn

Report to Council for August, 2026 Meeting

Anniversaries in August:

38 Years: Brian Fleurant, Park Maintenance, Public Works
31 Years: Lance Lavoie, Operator, Waste Water, Public Works
28 Years: Kevin Jacques, Call Force Firefighter, Fire Department
26 Years: Ron Cantara, Equipment Operator, Public Works
25 Years: Roby Fecteau, Director, Code Enforcement
22 Years: Justin Cooper, Call Force Firefighter, Fire Department
20 Years: Matthew Rousseau, Corporal, Police Department
15 Years: Terry Roberts, Waste Handler, Solid Waste Management, Public Works

Retirements in August:

31 years: Thomas Milligan: Engineer Emeritus, Engineering Department, Public Works Department

Terms in July:

7/30/26: Bennett Carr, Firefighter and Paramedic, Fire Department
Time with the City: 2.5 years
7/30/26: Eden Fuhmann-Jones, Administrative Assistant, Public Works
Time with the City: 4.75 years

New Hires in July:

Jim Martin: Customer Service Clerk: Came to us as a temporary, became permanent as the Assistant City Clerk in July. He grew up in South Portland

and North Yarmouth; attended McGill University in Montreal. Jim spent 3 years in Public Housing with the Portland Housing Authority most recently.

Korum Roumraj: Laborer, Public Works: Came to us from South Sudan – though he was born in Egypt. Korum went to high school in Manchester, New Hampshire, and has recently moved to Biddeford.

City of Biddeford



2026. 115 IN BOARD OF CITY COUNCIL... AUGUST 4, 2026

BE IT ORDERED, that the City Council of the City of Biddeford does hereby accept the resignation of Dylan Doughty as the Councilor representing Ward 4 pursuant to the provisions of the Biddeford Code of Ordinances, Article III, Section 4.

Attest by: _____
City Clerk

From: Doughty, Dylan <Dylan.Doughty@biddefordmaine.org>
Sent: Thursday, July 30, 2026 10:55 AM
To: LaFountain, Liam <Liam.LaFountain@Biddefordmaine.org>; Beaupre, Rogerp <Rogerp.Beaupre@biddefordmaine.org>; Knight, Cornell <cornell.knight@biddefordmaine.org>
Subject: Resignation From Council

Mayor LaFountain, Council President Beaupre, and City Manager Knight,
It is with a heavy heart that I submit my resignation from the Biddeford City Council due to an upcoming change in my residence that will place me outside the boundaries of Ward 4. My husband and I have been searching for a new home for well over a year. After several unsuccessful offers on homes within Ward 4, we finally found a home that we are excited to begin the next chapter in, but it is unfortunately located outside of this ward. As a result, we will soon be listing our current home for sale.

The trust and confidence that the residents of Ward 4 placed in me to serve as their representative has been one of the greatest honors of my life. I will always be deeply grateful for the opportunity to serve this community and to work alongside my fellow councilors, city staff, and the many residents who care so deeply about Biddeford's future.

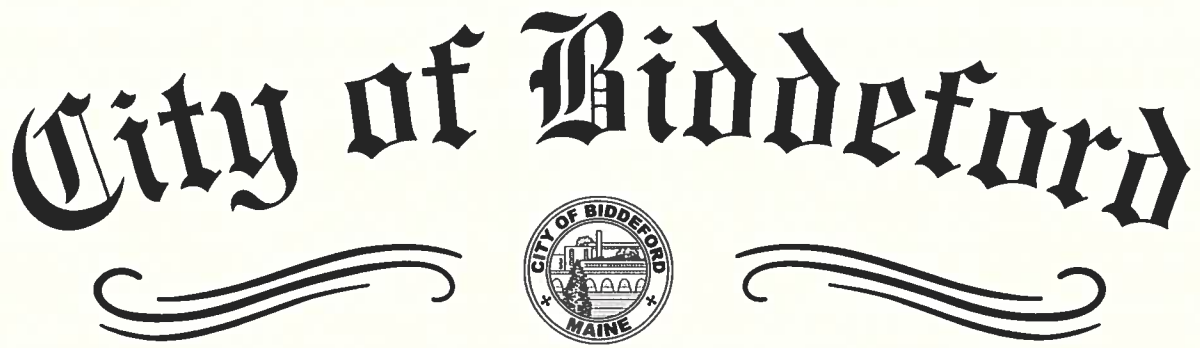
Our city is facing many significant and complex challenges. These issues have developed over many years and will require thoughtful leadership, collaboration, and persistence to address and correct. While I wish I could continue serving alongside all of you as you work toward solutions, I must abide by the requirements of our City Charter.

Although my time on the Council is coming to an end, my commitment to Biddeford is not. I intend to seek other opportunities to serve our community, and if I can ever be of assistance in my capacity as a former councilor, I will remain available and eager to help.

Thank you again for the privilege of serving Ward 4 and the City of Biddeford.

Sincerely,

Dylan Doughty



PROCLAMATION

NATIONAL NIGHT OUT 2026

WHEREAS, the City of Biddeford will participate in National Night Out on August 4, 2026, joining communities across the nation in an annual event that has promoted public safety and strengthened relationships among residents, neighbors, and local law enforcement for more than 40 years; and

WHEREAS, the Biddeford City Council recognizes the importance of collaboration between the Biddeford Police Department and residents in advancing prevention, public safety, and civic involvement, and encourages residents to participate in National Night Out 2026; and

WHEREAS, police-community partnerships, neighborhood safety, public awareness, and cooperation are central to the mission of National Night Out; and

WHEREAS, participation in National Night Out strengthens relationships between residents and law enforcement by creating opportunities for neighbors and police officers to come together under positive circumstances; and

WHEREAS, prevention programs and strong partnerships between residents and public safety officials contribute to a safer, more connected Biddeford, and it is important to raise awareness of these efforts and their positive impact;

NOW, THEREFORE BE IT RESOLVED, that I, Liam LaFountain, Mayor of Biddeford, do hereby proclaim Tuesday, August 4, 2026, as **National Night Out** in the City of Biddeford, and express our gratitude to the Biddeford Police Department for its continued commitment to community policing and participation in the 43rd Annual National Night Out.

*In Witness Whereof, We the undersigned have herewith affixed
our signatures this 4th day of August 2026.*

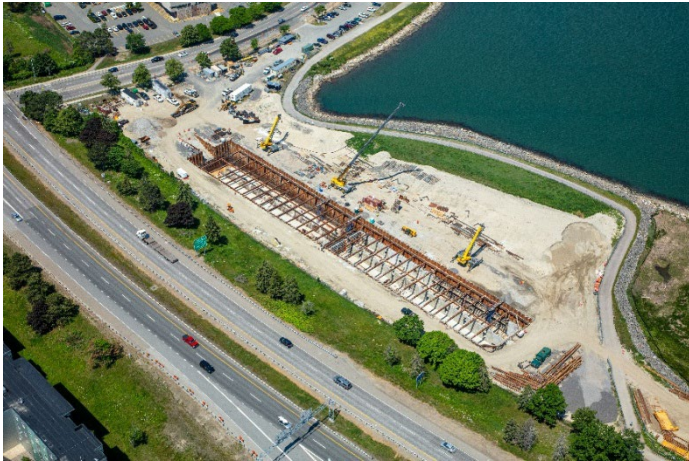
Mayor



City Clerk

Maine Combined Sewer Overflow 2025 Status Report

June 2026



City of Portland's
Back Cove South
Storage Facility

A Dual-Purpose Public
Infrastructure Success Story



Contact: Michael S. Riley, P.E.
CSO Abatement Coordinator
Bureau of Water Quality
Phone: (207) 719-0809

Document No.: DEPLQ0972N-2026



MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION
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STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



JANET T. MILLS
GOVERNOR

MELANIE LOYZIM
COMMISSIONER

June 30, 2026

To: Combined Sewer Overflow (CSO) Permittees

Subject: 2025 Annual CSO Status Report for the State of Maine

Attached is a copy of the Maine Combined Sewer Overflow 2025 Status Report. This report is being distributed to CSO Permittee contacts, municipal officials, consulting engineers, and other interested people. The report documents the efforts and progress that have been made by each CSO Permittee to eliminate or abate combined sewer overflows within their system.

The level of CSO activity in 2025 was heavily impacted by drought conditions experienced in Maine. For context, annual precipitation in Maine has averaged 46.8 inches in the period from 1989 to 2024. Precipitation in 2025 averaged 38.74 inches, a 17% drop compared to the historical average.

The dry conditions led to record breaking results. The total statewide CSO volume for 2025 was **152.8** million gallons, which is the lowest volume on record. The next lowest was **294.5** million gallons in 2017.

One hundred forty-three (143) CSO discharge events took place in 2025. This is the lowest number of events for any year on record. For comparison, the next lowest number of CSO events was 252 in 2024.

Granted, the historic nature of these results is largely driven by the reduced precipitation in 2025. However, when we account for the variability in annual precipitation by focusing on the metric which measures gallons of CSO discharge per inch of precipitation, the data suggests continued progress in CSO abatement. For example, the combination of dry conditions in 2025 and continued progress on CSO abatement led to the lowest CSO discharge per inch of precipitation on record at 3.9 million gallons per inch of rainfall. The next lowest discharge was in 2022 at 6.7 million gallons of CSO discharge per inch of rainfall. This shows that investments made toward CSO abatement, including \$55.5 million dollars of abatement work in 2025, have continued to pay off.

Even in a dry year, the storms continue to be intense when they do arrive. For several CSO permittees, one intense storm accounted for over 90% of their discharge for the year. As mentioned in our 2024 report, the timing of storms plays a huge role in annual results. In 2025, storms in March proved particularly damaging because they combined frozen ground, intense rainfall and snowmelt.



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



JANET T. MILLS
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COMMISSIONER

When the ground is frozen any rainfall runs overland into catch basins and the combined sewer. The frozen ground acts like a force multiplier for CSO discharge, with the same size storm producing much higher CSO discharge if the storm occurs when the ground is frozen. So, it's not only how large the rain event is, but when it occurs that determines overall discharge.

The Department's CSO website has a downloadable version of both the current report and last year's report. The website also contains links to other State and Federal documents that may be of interest. The report and other CSO materials may be found at:
<http://www.maine.gov/dep/water/cso/index.html>.

The report is meant to be a snapshot of the CSO program status in Maine. We welcome any comments that you might have to improve the report. Thanks to all of you who have contributed data for this report, and most importantly thank you for your continued efforts to eliminate the public health hazard created by CSOs.

Mike Riley, P.E.
CSO Abatement Coordinator
Division of Water Quality Management

CSO Group members who contributed to this report include:
Jonathan Rice, P.E.
Camden Clark, P.E.
Cody Russell, P.E.

Enc.: Maine Combined Sewer Overflow 2025 Status Report

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Introduction

The purpose of this annual report is to inform the Combined Sewer Overflow (CSO) Permittees and the general public on the status of CSO abatement efforts in the State of Maine. The drive to reduce CSO discharge began in the early 1990s with the development of CSO Master Plans by 47 Maine CSO Permittees, with DEP approvals of the Master Plans starting in 1993. As such, the overall CSO abatement effort has been waged for 36 years in Maine. Over those three decades, fifteen CSO Permittees have completed their CSO abatement plan, conducted post construction monitoring, closed their CSO locations, and exited the CSO program. At this point, the remaining 32 CSO Permittees have completed the less difficult CSO abatement projects, with the majority of the remaining projects being of a more complex and more expensive nature.

The CSO program compiles information from various documents and reports submitted to the Maine Department of Environmental Protection (Department) by the CSO Permittees (City/Town/District/Authority) or their consultants on their behalf. Most of the information comes from the CSO Master Plans (a.k.a. Long-Term Control Plans), Sewer System Evaluation Studies, Inflow/Infiltration Reports, Annual CSO Progress Reports, Annual CSO Activity and Volume Reports, and general correspondence.

At the start of each CSO Permittee's abatement program, initial flow data was collected to estimate the discharge volumes and frequencies, define the scale of the problem, and establish a corrective course of action. Since then, CSO flow monitoring plans have continued to improve, Permittees have a better understanding of their collection system's response to wet weather, and overall data reliability has increased.

The CSO program works because it provides an exchange of value between the permittee and the regulatory agency. The permittee receives legal protection for what would otherwise be prohibited discharges, and in return agrees to keep working on implementing their CSO abatement Master Plan with the goal of eliminating CSO activity.

What is a CSS and What are CSOs?

- Combined Sewer Systems (CSS) are defined as collection systems which carry a combination of sanitary wastewater and storm water within the same pipes. They are typically older collection systems designed and installed prior to the advent of wastewater treatment facilities. Newer collection systems are no longer being designed in this manner and no new CSO locations are being licensed.
- Combined Sewer Overflows (CSO) are discharges of untreated wastewater from a municipal CSS. CSOs can be considered hydraulic relief points in a CSS which discharge to a receiving water during wet weather to protect property and prevent sewer backups into people's basements. CSOs typically consist of two components; a CSO Regulator where the untreated wastewater exits the sewer system, and a CSO outfall where the wastewater is discharged to the receiving water. Maine Pollution Discharge Elimination System (MePDES) permits issued by the State license the CSO outfalls, not the CSO regulators. Although uncommon, there can be more than one regulator discharging to a given CSO outfall.

- Difference between a CSO Outfall and a CSO Regulator:
 - CSO Outfall – a licensed pipe or structure that discharges untreated combined wastewater from an overwhelmed collection system to the receiving water during wet weather events in compliance with requirements of the MePDES permit and waste discharge license.
 - CSO Regulator – this is where combined wastewater exits the sewer collection system, prior to reaching the wastewater treatment facility (WWTF). Think of it as leakage on the way to the WWTF. This happens when flows are high enough to exceed a regulator weir elevation thereby diverting that portion of the flow to a CSO outfall. CSO regulators are not permitted structures, CSO outfalls are. There can be more than one CSO regulator per CSO outfall. For example, Portland/PWD currently have 26 CSO regulators for 23 CSO outfalls.
- Large volumes of water entering the CSS through catch basins, old and leaky pipes, roof drains, cellar drains, sump pumps, and other sources can cause the capacity of the system to be exceeded, resulting in discharges. Most Permittees distinguish between inflow and infiltration (I&I) from public sources (catch basins and pipe located within the public right of way) and private sources (roof drains, perimeter drains, sump pumps, and service pipes located on private property). Abatement of private sources of I&I are generally tackled last due to the expensive, difficult, and time-consuming nature of the work.
- CSO discharges occur mostly during and after rain events and/or snowmelt. Depending on the amount of inflow (catch basins, sump pumps, roof drains) and infiltration (high groundwater leaking into sewer via cracks, loose joints) entering a CSS, flows during wet weather events can be as high as fifty (50) times the normal dry weather flows. This ratio of wet weather flow to dry weather flow is referred to as the **peaking factor**. For CSO Permittees in Maine, wet weather peaking factors range from about three, for Permittees that have implemented an effective sewer separation program, to over ten, for Permittees whose separation efforts have been less effective. Peaking factors are an indication of the sensitivity of a CSS to precipitation and also a good indicator of how combined the CSS still is.
- CSOs were originally added as hydraulic relief points within the CSS to allow the excess flows to be discharged in a controlled manner. These relief points are generally at topographic low points, near pump stations and river crossings.
- A CSO discharge is considered a legally allowable discharge under the MePDES permit program subject to the following two conditions:
 - The CSO Permittee must be pursuing a DEP approved CSO abatement plan.
 - The abatement plan must be on schedule.

If either condition is not met, the legal protection for CSO discharge goes away. Subsequent discharges are treated as illicit sanitary sewer overflows until the two conditions are once again met.

- Sewer separation projects are designed to separate out the stormwater collection system from the wastewater collection system so that the sewers only carry

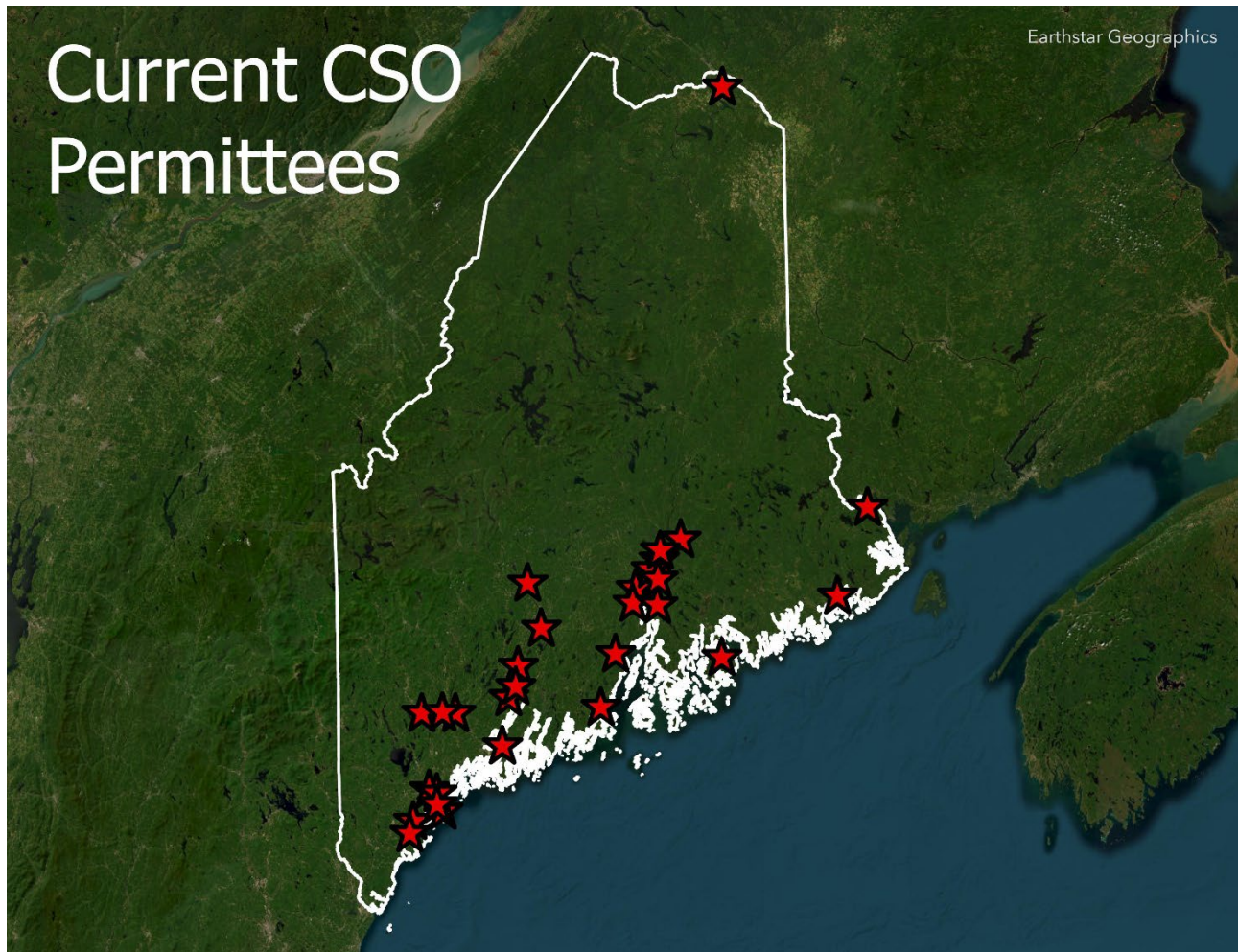
wastewater and all stormwater is handled separately. If enough separation work is completed, CSO locations are no longer needed and can be permanently closed.

- For CSO permittees who have reached the end of the construction phase for CSO abatement and are entering the 5-year post construction monitoring phase (PCMP), the DEP will often engage in discussions on converting the last active CSO, which is typically located closest to the WWTF, to an Emergency Overflow (EO) to prevent flooding at the treatment plant and to protect nearby residences if a 25+ year storm rolls through. The EO has to be electronically monitored on a continuous basis with any discharge being treated as an illicit discharge and reported as a sanitary sewer overflow (SSO), subject to enforcement and fines. In this manner, the sewer collection system will still have one hydraulic circuit breaker to prevent flooding when storms are of a 25-year return frequency and above.
- For those not familiar with Sanitary Sewer Overflows (SSO), they are defined as illegal discharges subject to DEP fines and enforcement. SSOs can occur for a variety of reasons, including pipe blockages, maintenance issues, mechanical failures, and wet weather, and can occur at any point in the collection system.

What are the Impacts of CSOs?

- At the end of 2025, there were 32 Maine CSO Permittees (Towns, Cities, Utility Districts, Authorities) located in 29 Maine communities. At the end of 2025, these Permittees collectively had 106 individual CSO discharge points (reduced from the original 340) and 112 active CSO regulators. Statewide, two CSO locations were permanently closed in 2025, with the City of Old Town closing CSO #003 and CSO #004.
- The frequency of discharges varies greatly amongst Permittees, ranging from seldom, all the way to discharging in response to the smallest rainstorms. Dry weather CSO discharges are prohibited, as are CSO discharges due to mechanical failure, or inadequate operation and maintenance. In addition, no discharges should occur at flow rates below the design capacity of the collection system.
- In large communities, tens of millions of gallons per year of untreated combined sanitary sewage and storm water may be discharged. In the past five years statewide, total annual CSO discharges have ranged from approximately 153 to 745 million gallons. For comparison, the estimated volume from 1989, when most CSO abatement programs were just starting, was 6.2 billion gallons.
- CSOs discharge untreated combined sewage into ten major watersheds in Maine. The watersheds include seven (7) rivers and their tributaries (Androscoggin, Kennebec, Machias, Penobscot, St. Croix, St. John, and Saco) and three (3) bays (Casco Bay, Frenchman Bay, and Penobscot Bay). The receiving waters vary in size from the Atlantic Ocean all the way down to a handful of small streams. The latter are the focus of DEP's effort to eliminate CSO discharge to sensitive receiving waters. Sensitive receiving waters tend to be smaller streams, brooks, or tidal estuaries with low dilution factors.
- CSOs have wide variability of impacts depending on discharge volume, frequency, and the size and sensitivity of the receiving water. Water quality can be impaired by the addition of floatable solids, bacteria, and sometimes industrial pollutants that may be present in CSO discharges.

- Potential public health impacts from CSO discharges include the closure of beaches and shell fishing areas due to bacterial contamination, and the potential for drinking water supplies to be threatened/contaminated.
- Why is CSO abatement important? During wet weather, flows in a CSS can hydraulically overload the capacity of the collection system leading to CSOs, SSOs, street flooding, back-ups into basements, and treatment facility upsets.



Map Showing the Location of Current CSO Permittees

What is a CSO Permittee?

- CSO Permittee – a Town, City, Sewer District, or regional Wastewater Treatment Authority that has active CSO locations in their collection system which must be licensed.
- CSO Permittees are authorized to discharge untreated combined sanitary and storm waters subject to the conditions and requirements included in the Maine Pollutant Discharge Elimination System (MePDES) permit. In simple terms, a CSO Permittee receives legal protection for CSO discharges while they work to implement an approved CSO Master Plan to abate and eliminate said discharges.
- The Department issues CSO Permittees a wastewater discharge license that requires them to implement the Environmental Protection Agency's (EPA) Nine Minimum Control Best Management Practices (BMP) for CSOs and develop,

maintain, and implement a CSO Master Plan (aka the Long-Term Control Plan (LTCP)) to eliminate or abate their overflows. These actions are intended to bring them into compliance with EPA's April 19, 1994, CSO Control Policy, the Clean Water Act, and State law (Maine DEP Chapter 570).

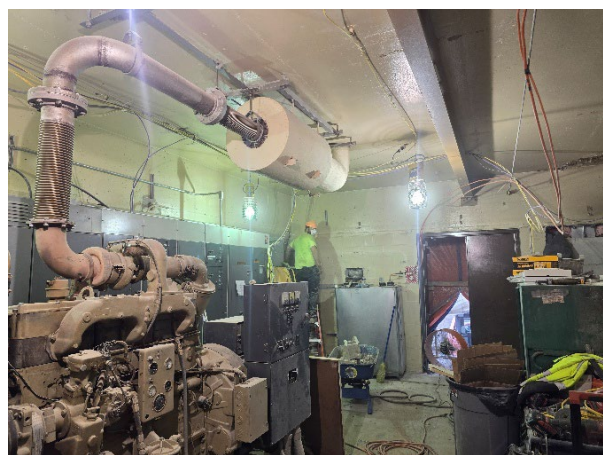
- Special Conditions in a MePDES permit/Waste Discharge License require all CSO Permittees to submit an Annual CSO Progress Report to the Department, by March 1st of each year for the previous calendar year.
- The Annual CSO Progress Report documents each Permittee's efforts to implement CSO abatement each year and collects pertinent fiscal and logistical information about their CSO abatement program. This information is used to track their CSO abatement progress and gather state-wide information on the CSO program and fiscal needs.

Where Did We Start?

- The CSO abatement movement began in 1989 with the publication of the National CSO Control Strategy by the EPA.
- At that time, the State of Maine had about 50 CSO Permittees that discharged an estimated 6.2 billion gallons of untreated wastewater and storm water into the surface waters of the State, primarily during wet weather events.
- At the start of the program in the late 1980s, CSO Permittees reported that over 1,700 individual CSO discharge events were occurring each year, through approximately 340 CSO outfall locations (an average of 5 discharge events per CSO location per year).
- On April 19, 1994, EPA issued a national policy statement entitled "Combined Sewer Overflow (CSO) Control Policy." This policy provided guidance to State permitting authorities and CSO Permittees on coordinating the planning, selection, and implementation of CSO controls that, once implemented, would allow CSO Permittees to achieve compliance with the requirements of the Clean Water Act (CWA).
- In February 2000, the Maine Department of Environmental Protection Chapter 570 Rules, entitled "Combined Sewer Overflow Abatement," took effect. This chapter established procedures for CSO evaluation, preparation of an abatement plan, and set forth minimum controls to reduce CSOs while long-term plans are completed. The main difference between Chapter 570 and EPA's CSO Control Policy is that Chapter 570 requires Maine CSO permittees to include total elimination/closure of the CSO outfall as one of the options that must be evaluated in the Alternatives Analysis. If outright closure is technically feasible and not cost prohibitive then DEP supports this pathway. Chapter 570 also discussed the conditions under which new sources of wastewater could be added to a CSS with active CSOs.
- In December 2000, as part of the Consolidated Appropriations Act for Fiscal Year 2001 (P.L. 106-554), Congress amended the Clean Water Act (CWA) by adding Section 402(q), commonly referred to as the Wet Weather Water Quality Act of 2000. Section 402(q) requires that each permit, order, or decree issued pursuant to the CWA for a discharge from a municipal combined sewer system shall conform to the 1994 EPA CSO Control Policy.

What is Being Done to Eliminate/Abate CSO Discharges?

- All of Maine's CSO Permittees have completed or are currently working on implementing their CSO Master Plan, often referred to as a Long-Term Control Plan. These documents define the magnitude of the CSO discharges, their impacts on the environment, evaluate a range of abatement control alternatives and their financial impacts, and recommend a set of CSO controls that will eliminate/abate the CSO discharges.
- CSO abatement projects have reduced the discharge of untreated, combined sewage to receiving waters for all the CSO Permittees. Fifteen Permittees have eliminated their CSO discharges entirely, have left the CSO program, and are no longer licensed to discharge untreated combined sewage during wet weather.
- Statewide, **currently licensed** CSO Permittees have reported investing approximately \$926.7 million in CSO abatement since the program started. Of the total invested to date, the Maine Clean Water State Revolving Fund (CWSRF) has contributed approximately \$388.4 million (41.9% of total expenditure on CSO abatement by current CSO Permittees).
- Anticipated infrastructure needs of current CSO Permittees over the next five years are estimated to be approximately \$366.6 million.



Construction taking place at the Chaffee Brook Pump Station site in Winslow at CSO #003

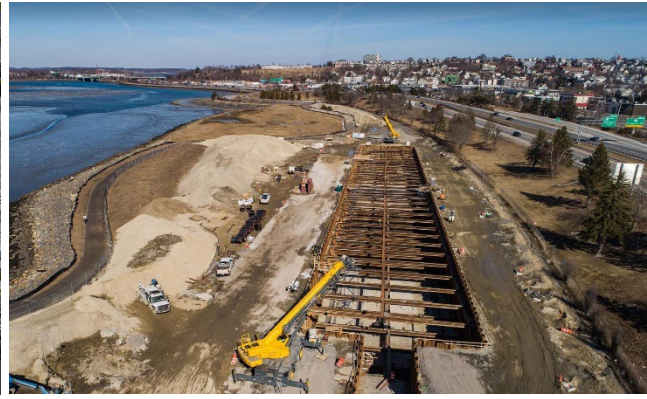
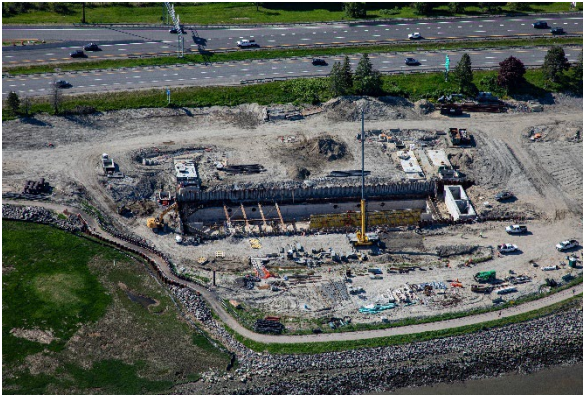
Where are We Now?

2025 Status

- 1) In 2025, the 32 currently licensed CSO Permittees reduced the total number of CSO discharge locations by two, from 108 to 106, (a complete listing of Maine's CSO Permittees, the number of CSO locations, and the corresponding receiving waters are listed on page 17). Two CSOs were closed in the community of Old Town. With the addition of 2025 data, the chart on page 23, **Maine – Statewide Number of Combined Sewer Overflow Outfalls**, shows a 68.6% reduction in the overall number of CSO locations in Maine since the start of Maine's CSO Abatement Program.
- 2) In 2025, the CSO Permittees reported a total of 143 overflow events, which is the lowest annual total on record for the State, in response to below average annual

rainfall. An overflow event is any calendar day on which one or more CSO locations within a community experience a discharge. The table on page 19, **Maine CSO Permittee Annual Number of CSO Discharge Events**, contains a historic listing of the annual number of CSO discharge events for each CSO Permittee.

- 3) The maximum number of overflow events reported in 2025 from a single CSO Permittee was thirty-eight (38). The average (mean) number of discharge events per year for all Permittees was just under five events (4.8) and the median was two (2) events. Additional information can be found in the table on page 19, **Maine CSO Permittee Annual Number of CSO Discharge Events**.
- 4) Since 1989, the statewide flow-weighted average annual precipitation for CSO Permittees in Maine has been 46.80 inches. In 2025, the annual precipitation measured by CSO Permittees varied significantly from 27.39 inches in Washington County to 51.27 inches in Penobscot County, with a statewide flow weighted average of 38.74 inches. Comparatively speaking, 2025 was below average for precipitation in Maine.
- 5) The **Maine – Yearly CSO Volumes and Precipitation** chart on page 25 compares annual CSO discharge volume to annual precipitation. The chart illustrates that CSO discharge volumes tend to mirror the annual upward and downward trends in precipitation totals but also shows that the peaks have become less pronounced as the CSO abatement effort has progressed. The chart also shows a progressive widening of the gap between the annual precipitation trend line and the annual CSO discharge volume trend line. This widening gap illustrates that as CSO abatement projects continue to be implemented, collection systems are becoming **less sensitive to precipitation events**.
- 6) The CSO volume discharged statewide in 2025 was reported to be approximately 152.8 million gallons (MG). That level of discharge is the least on record and not quite half as much as 2017, but was in response to 38.74 inches of rainfall, whereas 2017 had 40.35 inches of rainfall. This indicates that progress continues to be made.
- 7) The table on page 18, **Maine CSO Permittee Flow Data**, contains a historic listing of the annual overflows from each CSO Permittee. The **Maine 2025 CSO Flow Comparison** pie chart on page 26 and the **Maine 2025 CSO Flow Comparison by Permittee** bar chart on page 27 show graphical comparisons of these overflow volumes between the CSO Permittees.
- 8) In 2025 the top five (5) CSO Permittees, ranked by discharge volume, accounted for approximately 92.0% of the total CSO volume discharged in the State. The top ten (10) CSO Permittees accounted for approximately 97.1% of the total CSO discharge volume. The remaining CSO Permittees accounted for 2.9% of the total CSO discharge volume. See the **Maine 2025 CSO Flow Comparison** pie chart on page 26 for a graphical comparison of CSO dischargers.



Construction of the City of Portland's Back Cove South Storage Tank Project at CSOs #017, 018, and 019 (photo credit to Maine Imaging for left side photo and Bulldog Aerials for right side photo)

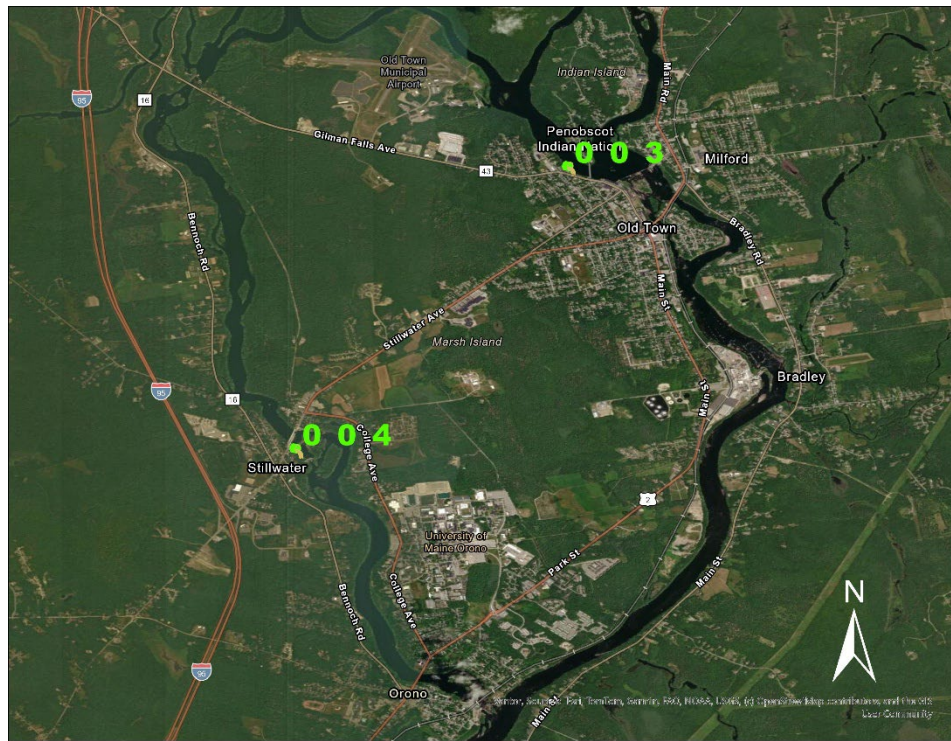
- 9) CSO discharges by the City of Portland and the Portland Water District totaled 115.3 MG and accounted for approximately 75.5% of Maine's total CSO discharge volume in 2025; see the **Maine 2025 CSO Flow Comparison** pie chart on page 26. We're happy to report that the Back Cove West Storage Conduit, which officially went on line in the spring of 2023, has reduced CSO discharge into Back Cove by over 37 million gallons. The Back Cove South Storage Facility officially went into service in late August of 2025 and reduced discharges to Back Cove by approximately 9.4 MG in 2025. Due to an issue with the check valve at CSO #017 only one storm was captured for CSO #017, but it is estimated that an additional 6.4 MG would have been captured if this were not the case.
- 10) In recent years, the State of Maine has seen an intensification towards more high intensity rain events which can overwhelm any combined sewer collection system.¹ This trend of high intensity storms has worked against the progress made by Maine CSO communities. 2025 was an outlier due to drought conditions affecting groundwater levels and precipitation totals throughout the state.
- 11) The pie chart on page 28 – **Maine 2025 CSO Volume Discharged by Watershed**, is a graphical representation of the CSO volumes discharged by major watershed. In 2025, Casco Bay received approximately 76.4% of the statewide CSO volume discharged, followed by the Penobscot River at 7.4%, the Androscoggin River at 6.6%, the Kennebec River at 4.1%, the Saco River at 3.0%, and Frenchman Bay at 1.2%. Discharges to the Machias River and St. Croix River account for the remaining ~1.3% of combined sewer overflow volumes. The St. John River and Penobscot Bay did not receive any direct CSO discharge in 2025.
- 12) The table on page 29 – **Maine Annual CSO Volume Discharged by Watershed**, shows the reported CSO discharge volumes for each CSO Permittee grouped by the receiving watersheds, both for 2025 and the previous five years.

¹ Fernandez, I., S. Birkel, C. Schmitt, J. Simonson, B. Lyon, A. Pershing, E. Stancioff, G. Jacobson, and P. Mayewski. 2020. Maine's Climate Future 2020 Update. Orono, ME: University of Maine. climatechange.umaine.edu/climate-matters/maines-climate-future/



Construction of New Process Building at the City of Saco's Water Resource Recovery Facility (WRRF)

- 13) CSO discharges are well-documented contributors to beach and shellfish closures. Stating with certainty that specific CSO events are **solely** responsible for specific closures is more difficult and is beyond the scope of this report. In some areas of the State, there may be other factors that contribute to a beach or shell fishing area closure. These may include but are not necessarily limited to: urban storm water runoff, malfunctioning septic systems, domestic and non-domestic animal waste, agricultural runoff, and bathers. This Annual Report attempts to identify which beaches and shell fishing areas **may have** been impacted by CSO discharges in 2025.
- 14) In 2025, there were no beach closures due to CSO discharge. There were potential impacts on thirteen (13) beach areas from CSO discharges. They were: Bar Harbor (Town Beach off Town Pier & Hulls Cove); Biddeford/Saco (Hills Beach, Biddeford Pool, Middle Beach, Fortunes Rock Beach & Camp Ellis); Cape Elizabeth (Cliff House Beach, Casino Beach & Fort Williams Park); Portland (East End Beach); South Portland (Willard Beach); and Calais (Red Beach – though not considered a swimming beach).
- 15) In 2025 two (2) CSO Permittees reported that shell fishing areas were impacted by their CSO discharges (Machias and Portland). Both reported shell fishing area closures, including three in Machias, which were attributed to CSO activity. The upgrades to the river crossing and construction of the pump station in Machias were completed in early 2025, with pump station startup occurring in late March/early April. Machias had no additional CSO events at the siphon outfall in 2025 after startup of the pump station.



Map of Old Town Showing Locations of Outfalls Closed in 2025

Overall Trends and Considerations

- 1) The volume and frequency of CSO discharges vary from one wet weather event to the next based on existing groundwater levels, frozen or thawed ground, snowmelt, saturated soil conditions, and rainfall volume, duration, and intensity.
- 2) To evaluate CSO abatement progress it is best to look for a historical trend in reductions, rather than totals from year to year. The chart on page 21, **Maine – Statewide Combined Sewer Overflow Volume Discharged**, illustrates the continuing overall downward trend in the CSO volume discharged annually. Since the start of the CSO Abatement Program the cumulative reduction in CSO volume discharged annually has decreased by approximately 97.5% statewide. Recent progress has slowed as Permittees tackle the more difficult abatement projects and the frequency of larger and more intense storms has increased.²
- 3) Similarly, the chart on page 22, **Maine – Statewide Combined Sewer Overflow Annual Number of Discharge Events**, shows an overall downward trend in the number of overflow events per year. Since the start of the CSO Abatement Program, the cumulative number of overflow events experienced per year has decreased by approximately 91.8% statewide from 1,753 events in 1989 to 143 events in 2025.
- 4) CSO abatement progress should not be measured solely by comparing the volumes discharged from one year to the next, because the volume discharged is influenced by variations in precipitation amounts, intensity and timing, the total area drained by

² MCC STS. 2020. Scientific Assessment of Climate Change and Its Effects in Maine. A Report by the Scientific and Technical Subcommittee (STS) of the Maine Climate Council (MCC). Augusta, Maine. 370 pp.

the collection system, the rate of snowmelt, frozen or thawed ground, and existing groundwater levels. Even given the same annual precipitation, it is highly unlikely that any two years would result in the same volume of CSO discharges because of the complex relationship between these variables.

- 5) Trying to compare CSO abatement progress from year to year is difficult due to the varying conditions that influence the volume and frequency of overflows, not the least of which is annual precipitation patterns. To partially compensate for the fluctuation in annual precipitation patterns, the total volume of untreated combined sewage discharged can be unitized by taking into consideration the average annual precipitation received by each CSO Permittee. Just divide CSO volume by annual precipitation reported in inches to obtain a volume discharged per inch of precipitation. The chart on page 24, **Maine Combined Sewer Overflows Annual Volume Discharged per Inch of Precipitation**, illustrates the unitized CSO discharge volume per year. This chart shows a continuing downward trend in the volume of combined sewage discharged per inch of annual precipitation, despite upticks in 2023 and 2024. Since the start of the CSO Abatement Program, overflow volumes have decreased from approximately **128** million gallons per inch of precipitation to **3.9** million gallons per inch of precipitation, a reduction of 97%. The reduction in CSO discharge per inch of rain mirrors the overall reduction in annual CSO discharge volume achieved statewide since the CSO Abatement Program started (97.5%). This analysis is useful as a general indicator of the CSO abatement progress that is being accomplished.
- 6) Precipitation and the CSO volume discharged does not have a simple linear relationship. Still, generally, as precipitation levels increase, the volume of combined sewage being discharged per inch of precipitation would increase, because of the sewers' finite capacity to capture more storm water. Once the capacity of the combined sewer system is reached, any additional rainfall or snowmelt would overflow the already inundated system.



CSO regulator weir modifications at CSO #002 In Mechanic Falls (left) & CSO #002 In Winslow (right). Both weirs were raised to increase in-system storage and reduce CSO discharges

- 7) The susceptibility of a CSO Permittee's sewer collection system to excessive inflow and infiltration (I&I) is dependent on many factors including age and condition of pipe, degree of separation, quality of the original installation, how well the system has been maintained, etc. Therefore, wet weather conditions and precipitation patterns affect individual CSO Permittees differently. Systems with a large number of catch basins or roof drains still connected, or with a high percentage of impermeable surfaces, may be influenced to a greater degree by the inflow generated by intense summer storms. In communities where the sanitary and storm systems are largely separated and inflow is not the main challenge, the cause of wet weather discharges might be more infiltration based. In these systems a high ground water table, often occurring in the spring, can promote infiltration into the collection system via leaky pipes and manholes. Therefore, direct comparisons between Permittees regarding their CSO abatement progress could be misleading.
- 8) Starting in 2018, the Annual Maine Combined Sewer Overflow Status Report has included a new section which summarizes the level of treatment provided by each of the thirty-two (32) Maine CSO Permittees. The **Maine CSO Permittee Level of Treatment** summary included on page 30 provides the total annual volume of wastewater collected by each of CSO communities, the percentage which receives secondary treatment, the percentage which receives only primary treatment (the bypass volume, for communities that have a permitted bypass of secondary treatment), and the percentage which receives no treatment (CSO volume). The summary is a good indication of which CSO Permittees are maximizing the percentage of flows which receive secondary treatment, and whether certain systems are overly reliant on their bypass of secondary treatment.
- 9) In addition to the CSO storage facilities mentioned previously, Lewiston/Auburn are currently constructing 2.1 MG of off-line storage at their LACWA treatment plant. The project will also increase the peak flow capacity of LACWA from 32 to 38 MGD. The storage tank at LACWA is scheduled to be on line by the end of 2026.

Pathway to Exit from the CSO Program

Once a permittee has completed the construction phase of their CSO abatement effort, they enter a 3-to-5-year post construction monitoring phase (PCMP) to assess whether they have an adequate level of control to safely leave the program or whether they need to do additional CSO abatement projects to increase their level of control further.

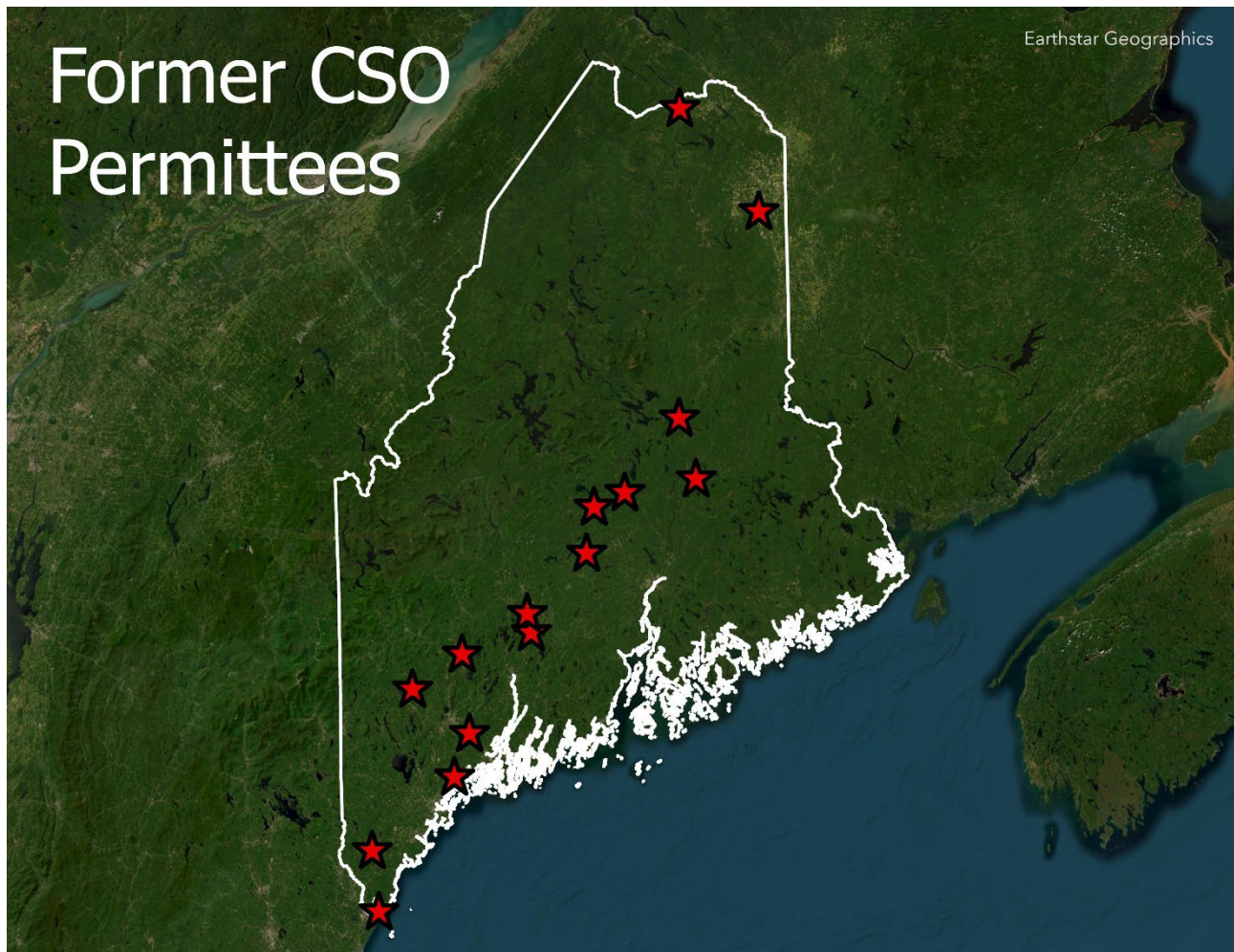
From experience, the CSO Group has concluded that an 8-to-10-year period with no CSO activity, which equates to controlling a 24-hour storm with an 8-to-10-year return interval, is the practical threshold that a permittee should be able to meet to leave the CSO program without causing themselves a regulatory burden.

CSO permittees with only one remaining CSO often transition the CSO to an Emergency Overflow (EO) once they've obtained an 8-to-10-year level of control. Obtaining this level of control before being eligible to transition to an EO is not a statutory requirement, but rather a practical consideration to prevent the former CSO permittee from getting into regulatory trouble by leaving the CSO Program prematurely without a sufficient level of control.

Why are EOs desirable?

The DEP believes in maintaining at least one hydraulic relief point for a collection system of any size as a safeguard in case a large storm rolls through. The EO performs this function by protecting critical infrastructure, preventing street flooding, and preventing basements from being filled.

In return for providing permanent hydraulic relief from big storms, the EO must be monitored electronically 24/7 year-round with any discharge treated as a prohibited discharge (SSO) subject to 24-hour reporting rules, fines, and enforcement action.



Map Showing the Location of Former CSO Permittees

Recognitions

There were many bright spots in 2025:

- 1) The following eleven (11) CSO permittees had zero CSO events and thus zero CSO discharge: Auburn Sewerage District, City of Belfast, Town of Bucksport, City of Gardiner, Town of Hampden, Town of Madawaska, City of Old Town, Town of Randolph, City of Rockland, Town of Winslow, and Winterport Water District. This is the first time on record for Auburn Sewerage District and the City of Gardiner. Congratulations on joining this high performing group.

- 2) In 2025, Auburn Sewerage District (0), the City of Bangor (8), the City of Biddeford (8), the City of Calais (1), the City of Gardiner (0), the City of Lewiston (12), Mechanic Falls Sanitary District (3), and the City of Westbrook/Portland Water District (1) had their lowest number of CSO events on record. The City of South Portland (2) tied their lowest number of CSO events on record.
- 3) In 2025, CSO permittees who had their lowest CSO volume on record included Auburn Sewerage District, the City of Bangor, the City of Biddeford, the City of Gardiner, the City of Lewiston, Lewiston-Auburn Clean Water Authority (LACWA), Mechanic Falls Sanitary District, the City of Portland/Portland Water District, and the City of South Portland.

4) Significant CSO Milestone Reached – City of Calais

This recognition goes to the City of Calais, who finished their final scheduled CSO abatement project in 2025 and entered the Post-Construction Monitoring Period. The City of Calais has been working on their CSO abatement program for approximately twenty years since August of 2006.

Over the past seven years, the City of Calais has converted two of their original five CSO outfalls to Emergency Overflows and has completed several major CSO abatement projects along Palmer Street, Main Street, and North Street.

Over the same seven-year period from 2019 to 2025, the City of Calais has reduced the number of CSO events from six in 2019 to one in 2025.

Congratulations to the City of Calais on reaching this significant milestone in their CSO abatement program!



Calais downtown sign and work on the North Street CSO Abatement Project in the City of Calais

- 5) CSO permittees that are currently in the Post Construction Monitoring Phase (PCMP) of their CSO abatement program include: Auburn Sewerage District, Town of Bucksport, City of Calais, and Lewiston-Auburn Clean Water Authority.
- 6) CSO Permittees nearing the completion of their construction phase of CSO abatement, and the start of post construction monitoring, include: City of Belfast.
- 7) We'd also like to recognize those CSO Permittees that treated more than 99% of their total flow volume to secondary treatment standards. They include: Bar Harbor, Belfast, Biddeford, Brewer, Gardiner & Randolph, Greater Augusta Utility District, Winslow, Auburn, Lewiston, & the Lewiston-Auburn Clean Water Authority,

Madawaska, Mechanic Falls, Old Town & Milford, Orono, Saco, Skowhegan, South Portland & Cape Elizabeth, and PWD/Westbrook. Congratulations on this achievement!

- 8) CSO permittees separated an additional 41 catch basins from their sewer collection systems in 2025 with the City of Biddeford leading the way with 22, followed by Lewiston with 8, Portland and South Portland each with 4, and Greater Augusta Utility District with 3. Congratulations to the Biddeford Wastewater Department!
- 9) Cleaning sewers reestablishes lost capacity and allows for a detailed condition assessment of the pipe and manholes. CSO communities cleaned over 279 miles of sewer mains in 2025 led by Bangor (55.2 miles), Lewiston (34.6 miles) and Hampden (31.4 miles).



Construction of Winterport Water District's New Secondary Treatment Facility

- 10) Closed circuit TV inspection (CCTV) of sewer mains is one of the best tools available to determine pipe condition. In 2025, CSO communities CCTVed 137.4 miles of sewer mains with Bangor (29.1 miles), Lewiston (26.4 miles), Portland (26.3 miles), and GAUD (13.1 miles) leading the charge. I/I investigations were conducted on a total of 29.7 miles of sewers in 2025 with the City of Bangor leading the charge with 25.9 miles.
- 11) CSO permittees pursuing significant sewer relining efforts include the City of Portland/PWD, Greater Augusta Utility District, the City of Westbrook and the City of South Portland.
- 12) The City of Portland placed the Back Cove South Storage Facility online in 2025. The 3.5-million-gallon tank will reduce CSO discharge into Back Cove substantially.
- 13) Auburn Sewerage District staff discovered and removed a cross connection between the stormwater collection system and the sewer collection system on Mechanics Row which was delivering 11,111 GPM (15.9 MGD) to the sewer system contributing to a huge wet weather peaking factor and impacting their percentage of the Lewiston/Auburn flow allocation. Great work by ASD staff!
- 14) The City of Lewiston has completed inspections using NASSCO's Pipeline Assessment Certification Program (PACP) and their Manhole Assessment Certification Program (MACP) on 100% of the sewer collection system improving

their knowledge of this asset's condition. This should be the goal for all sewer collection systems.

- 15) 2025 appears to be the first year on record where all thirty-two (32) CSO permittees reported zero dry weather CSO discharges.
- 16) The dry conditions in 2025 also led to the lowest usage of bypasses of secondary treatment on record. Wet weather flows which bypassed secondary treatment and received primary clarification and disinfection averaged 1.54% of forward flow for all CSO permittees. This compares with 2.45% on average for the prior four years.
- 17) Perhaps the single biggest sign of progress for CSO abatement in Maine, the evidence that proves CSO abatement projects are having an impact, is the comparison between the last two "truly dry" years shown below. In the last fifteen (15) years only two years have had annual precipitation of less than 40 inches, 2015 and 2025. To make the comparison more apt we need to remove the impact of the storm on September 30, 2015, which bordered on a 100-year return frequency and contributed 44% of the annual statewide discharge total. Even after we remove the impact of the 100-year storm, there is still a significant drop in CSO discharge between the modified 2015 total of 289 MG shown in bold and 2025 for almost identical precipitation. This is good news.

Year	Annual Precipitation (in/yr)	Statewide CSO Discharge (MG)
2015	39.07	516.0 (289.0)*
2025	38.74	152.8
	% Reduction in CSO Volume:	47%

*Statewide Discharge Without 9/30/2015 storm impact shown in bold

Maine Combined Sewer Overflow (CSO)

Permittee List

(As of December 31, 2025)



COMMUNITY/PERMITTEE	Outfalls	Regulators	Number of CSO Outfalls & Receiving Water
1. AUBURN SEWERAGE DISTRICT	1	1	1-Androscoggin River
2. BANGOR	8	10	5-Kenduskeag Stream, 3-Penobscot River
3. BAR HARBOR (Hulls Cove)	1	1	1-Frenchman Bay
4. BAR HARBOR (Main Plant)	3	3	2-Frenchman Bay, 1-Eddie Brook
5. BATH	4	4	4-Kennebec River
6. BELFAST	2	2	2-Passagassawakeag River/Belfast Harbor
7. BIDDEFORD	7	7	7-Saco River
8. BREWER	4	4	3-Penobscot River, 1-Sedgeunkendunk Stream
9. BUCKSPORT	0	0	SWIRL to Penobscot River
10. CALAIS	3	3	2-St. Croix River, 1-Landing Brook
11. CAPE ELIZABETH – Ottawa Road Pump Station (Co-Permittees: South Portland, PWD, & Cape Elizabeth)	1	1	1-Atlantic Ocean
12. GARDINER	1	1	1-Kennebec River
13. GREATER AUGUSTA UTILITY DISTRICT (GAUD)	9	9	9-Kennebec River
14. HAMPDEN	1	1	1-Soudabscook Stream
15. LEWISTON	8	9	3-Androscoggin River, 1-Goff Brook/Hart Brook, 4-Jepson Brook
16. LEWISTON-AUBURN Clean Water Authority (LACWA)	1	1	1-Androscoggin River
17. MACHIAS	2	2	2-Machias River
18. MADAWASKA	2	2	2-St. John River
19. MECHANIC FALLS SANITARY DISTRICT	2	2	2-Little Androscoggin River
20. MILFORD	1	1	1-Penobscot River
21. OLD TOWN	1	1	1-Penobscot River
22. ORONO	1	1	1-Penobscot River
23. PORTLAND – CITY	7	10	3-Back Cove, 1-Capisic Brook, 2-Portland Harbor, 1-Nason Brook to Fore River (marsh)
24. PORTLAND – PORTLAND WATER DISTRICT (PWD)	16	16	5-Back Cove, 3-Casco Bay, 4-Fore River, 4-Portland Harbor
25. RANDOLPH	1	1	1-Kennebec River
26. ROCKLAND	1	1	1-Rockland Harbor
27. SACO	1	1	1-Saco River
28. SKOWHEGAN	5	5	5-Kennebec River
29. SOUTH PORTLAND	4	4	1-Barberry Creek, 1-Fore River, 1-Calvery Pond, 1-Portland Harbor
30. WESTBROOK	5	5	5-Presumpscot River
31. WINSLOW	2	2	1-Sebasticook River, 1-Kennebec River
32. WINTERPORT WATER DISTRICT	1	1	1-Penobscot River
TOTAL CSOs	106	112	

32 CSO Permits, permitting 29 CSO Towns/Cities/Districts/Authorities

Two or more permits in one CSO Town/City

Permittee has entered post-construction monitoring period prior to exiting the CSO program

CSO Outfall – where wastewater is discharged to the receiving water

CSO Regulator – where wastewater exits the sanitary sewer system

Bold = 9 Permittees with sewer system only. Sewers discharge to a POTW controlled by another entity.



Maine CSO Permittee Flow Data

Permittee	NPDES Permit No.	1987	1988	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Auburn S.D.	ME0100005	99,720,000	99,720,000	19,234,856	12,404,500	3,717,000	1,286,000	2,928,519	814,738	1,117,809	1,656,736	997,100	219,600	439,796	286,954	967,864	348,684	0
Bangor	ME0100781	635,000,000	635,000,000	146,000,000	69,940,000	32,140,000	87,748,000	40,109,000	48,586,000	13,310,000	50,547,000	96,009,000	58,745,000	77,720,893	52,468,359	62,551,149	73,011,955	9,226,984
Bar Harbor	ME0101214 & ME0102466	32,000,000	32,000,000	2,563,669	3,776,092	407,010	1,561,139	2,335,692	277,000	225,200	562,221	2,757,979	971,376	3,816,271	3,141,462	7,478,224	3,179,664	1,899,328
Bath	ME0100021	600,000,000	600,000,000	10,067,181	12,199,904	3,297,259	4,990,910	2,727,901	1,608,037	1,697,081	3,753,899	2,800,232	2,874,579	1,806,487	1,583,361	3,522,034	2,645,771	1,672,367
Belfast	ME0101532	736,000	736,000	490,495	0	0	0	0	0	0	305,071	330,905	96,444	264,774	444,090	504,877	207,301	0
Biddeford	ME0100048	400,000,000	400,000,000	113,907,851	141,198,828	90,581,675	194,302,147	95,830,208	99,492,656	49,504,091	70,814,300	69,451,000	34,644,000	26,649,500	14,543,300	30,003,000	20,631,322	3,669,880
Brewer	ME0100072	750,000,000	750,000,000	140,065,515	435,548	58,310	139,280	465,000	87,374	0	366,687	868,060	76,188	4,235,000	783,656	3,557,124	1,979,681	280,292
Bucksport	ME0100111	53,000,000	53,000,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Calais	ME0100129	42,000,000	42,000,000	16,860,000	18,210,000	18,311,206	20,775,288	5,292,778	4,624,354	4,512,300	10,000,030	2,403,000	1,839,927	587,400	3,848,188	2,937,000	1,975,800	881,100
Cape Elizabeth	ME0102806	5,400,000	5,400,000	1,072,000	2,735,000	41,000	1,440,000	277,000	251,000	277,000	375,000	432,000	2,000	230,000	3,300	254,900	492,425	99,000
Gardiner	ME0101702	44,000,000	44,000,000	4,655,000	4,455,400	1,287,000	1,950,000	2,299,300	665,000	2,877,000	6,100,000	6,336,000	9,932,000	1,993,000	61,000	18,240,000	2,200,000	0
Greater Augusta U.D.	ME0100013	72,904,000	72,904,000	31,589,000	38,408,000	26,901,000	17,646,000	21,680,000	7,120,000	3,680,000	3,771,000	3,482,000	6,074,000	3,082,000	1,989,200	2,509,450	10,679,193	3,624,263
Hampden	ME0102512	1,201,000	39,600	500,000	0	0	0	24,105	151,055	0	1,250,000	1,933,080	244,200	319,902	205,128	117,216	158,730	0
Lewiston	ME0100994	208,900,000	208,900,000	78,521,909	90,103,658	32,772,894	21,355,331	30,574,217	25,477,213	12,808,039	18,552,725	21,743,196	22,923,950	8,480,003	20,781,523	83,310,342	33,696,254	1,269,778
Lewiston-Auburn C.W.A.	ME0101478	480,000,000	480,000,000	108,278,048	113,380,000	63,567,000	68,569,000	27,838,000	18,694,000	21,856,000	25,735,000	28,518,000	33,659,000	14,531,000	31,190,000	112,566,000	57,861,000	8,797,000
Machias	ME0100323	7,000,000	7,000,000	1,180,678	938,330	1,857,988	2,202,444	1,067,647	910,259	203,815	603,687	145,425	100,035	122,833	418,811	291,295	220,129	1,073,653
Madawaska	ME 0101681	3,200,000	3,200,000	1,490,000	377,488	349,400	1,830,563	0	0	1,562,430	3,988,640	8,205,821	10,242	422,838	616,123	423,493	789,394	0
Mechanic Falls S.D.	ME0100391	18,000,000	18,000,000	5,033,002	9,638,035	3,663,997	1,385,675	1,013,807	927,473	603,528	194,728	616,537	379,608	63,330	131,488	232,081	711,433	9,930
Milford	ME0102695	220,000	220,000	407,151	26,970	0	10,000	25,000	20,000	0	0	29,781	8,638	0	43,153	86,791	46,267	4,674
Old Town	ME0100471	6,300,000	6,300,000	0	0	0	0	30,000	10,000	0	270,801	61,508	20,698	12,128	7,608	79,695	93,715	0
Orono	ME0100498	31,000,000	31,000,000	1,260,837	0	0	0	1,320,000	1,461,000	0	1,460,000	698,817	1,192,467	905,504	1,102,236	3,981,896	5,386,128	1,770,882
Portland & PWD	City-ME0101435 / PWD-ME0102075	1,800,000,000	1,800,000,000	496,288,000	704,319,257	179,403,901	414,421,500	254,663,330	318,359,691	175,675,000	283,612,831	184,453,600	178,744,981	194,468,501	163,964,790	368,662,200	290,214,400	115,308,100
Randolph	ME0102423	10,000,000	10,000,000	223,934	988,434	50,054	101,183	0	515,240	0	105,695	3,500	67,300	1,400	8,900	25,700	50,000	0
Rockland	ME0100595	47,000,000	47,000,000						0	0	0	0	0	0	0	0	0	0
Saco	ME 0101117	176,000,000	176,000,000	1,372,128	2,964,929	1,100,985	1,739,425	1,057,000	599,000	304,000	2,139,000	2,675,000	978,000	2,487,000	242,000	1,860,000	4,027,000	971,000
Skowhegan	ME0100625	48,000,000	48,000,000	4,757,994	4,238,875	4,746,538	3,861,193	6,786,698	4,168,672	738,844	4,379,019	1,711,809	1,073,711	252,870	1,742,309	7,928,889	2,448,510	910,000
South Portland	ME0100633	500,000,000	500,000,000	14,906,594	37,134,882	1,858,579	15,531,600	11,161,602	6,240,350	2,033,229	3,533,710	8,651,990	859,095	2,511,052	1,561,258	1,191,467	4,242,992	791,675
Westbrook	ME0100846	50,000,000	50,000,000	12,202,000	18,903,485	6,222,000	11,932,000	4,423,000	7,447,100	1,285,000	1,631,000	9,816,000	3,227,000	1,038,000	926,156	4,906,800	7,843,700	525,000
Winslow	ME0102628	1,300,000	1,300,000	63,354	1,327,119	7,070	0	164,549	70,144	237,400	601,045	3,654,519	876,296	193,076	3,196,000	26,473,369	7,361,250	0
Winterport W.D.	ME0100749	680,000	680,000	0	0	0	60,000	90,000	0	0	138,000	0	0	108,000	54,000	96,000	48,000	0
Former CSO Permittees	Not Applicable	79,880,000	79,880,000	0	1,155,444	0	0	1,797,554	0	0	324,228	0	0	0	0	442,000	0	0
Total Annual Discharge Volume (Gallons)		6,203,441,000	6,202,279,600	1,212,991,196	1,289,260,178	472,341,866	874,838,678	515,981,907	548,577,356	294,507,766	496,772,053	458,785,859	359,840,335	346,742,558	305,344,353	745,200,856	532,538,722	152,784,096
Total Annual Discharge Volume (Billion Gallons)		6.20	6.20	1.21	1.29	0.47	0.87	0.52	0.55	0.29	0.50	0.46	0.36	0.35	0.31	0.75	0.53	0.15
State-Wide Flow Weighted Precipitation (Inches)		41.66	42.80	50.02	47.89	42.52	50.62	39.07	41.94	40.35	46.26	45.52	40.88	44.19	45.24	57.33	48.54	38.74

Notes: For legibility, discharge volume data for years 1989-2010 are not shown. Numbers in blue are estimated from LTCP/MP or subsequent high flow. Biddeford CSO volumes 2005-2016 have been adjusted due to under-estimation of flows. The gallons discharged for Bangor for 2024 & 2025 were updated to reflect how block trip events had been treated in prior years.



Maine CSO Permittee Annual Number of CSO Discharge Events

Permittee	NPDES Permit No.	1987	1988	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Auburn S.D.	ME0100005	80	80	11	8	5	5	2	8	2	2	5	4	3	2	5	2	0
Bangor	ME0100781	53	53	54	29	27	34	20	28	21	23	34	16	16	28	18	16	8
Bar Harbor	ME0101214 & ME0102466	155	155	6	13	6	17	5	2	3	7	14	5	8	11	9	8	13
Bath	ME0100021	64	64	12	23	18	18	8	14	10	14	15	17	14	20	17	11	10
Belfast	ME0101532	7	7	3	0	0	0	1	0	0	2	3	2	3	5	4	1	0
Biddeford	ME0100048	180	180	100	146	77	88	48	57	55	41	45	43	43	40	21	13	8
Brewer	ME0100072	95	95	45	5	3	3	1	2	0	4	4	2	8	7	6	9	1
Bucksport	ME0100111	53	53	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Calais	ME0100129	15	15	6	14	8	14	6	7	9	15	6	2	2	10	7	4	1
Cape Elizabeth	ME0102806	5	5	6	11	2	12	2	6	2	4	2	1	2	4	6	7	2
Gardiner	ME0101702	40	40	6	6	3	3	2	2	5	5	5	5	3	1	2	1	0
Greater Augusta U.D.	ME0100013	94	94	37	29	22	29	17	17	29	35	26	24	11	14	18	5	6
Hampden	ME0102512	1	3	1	0	0	0	1	1	0	1	2	1	2	2	2	3	0
Lewiston	ME0100994	80	80	45	38	27	23	37	35	28	24	27	15	14	14	18	17	12
Lewiston-Auburn C.W.A.	ME0101478	80	80	37	22	32	26	17	17	10	20	19	23	14	22	19	27	16
Machias	ME0100323	15	15	7	9	6	13	7	8	7	11	7	5	1	8	11	5	3
Madawaska	ME 0101681	16	16	10	8	3	7	0	0	3	3	2	4	5	9	6	2	0
Mechanic Falls S.D.	ME0100391	42	42	39	28	17	30	17	25	12	12	16	12	6	11	11	18	3
Milford	ME0102695	8	8	2	1	0	1	1	1	0	0	1	2	0	2	2	2	2
Old Town	ME0100471	25	25	0	0	0	0	1	1	0	2	2	3	2	2	3	5	0
Orono	ME0100498	30	30	2	0	0	0	2	4	0	1	2	3	3	3	4	6	4
Portland & PWD	City-ME0101435 / PWD-ME0102075	100	100	88	70	63	75	58	56	38	49	46	41	61	52	37	48	38
Randolph	ME0102423	23	23	2	2	1	2	0	2	0	2	1	1	1	1	3	2	0
Rockland	ME0100595	23	23						0	0	0	0	0	0	0	0	0	0
Saco	ME 0101117	44	44	4	21	15	19	13	12	7	15	6	17	15	9	23	14	6
Skowhegan	ME0100625	160	160	21	25	36	28	20	23	23	21	23	21	16	4	7	6	7
South Portland	ME0100633	23	23	13	12	7	9	2	3	2	4	3	3	2	6	5	5	2
Westbrook (PWD)	ME0100846	50	50	16	13	60	70	49	38	2	6	4	3	2	2	4	5	1
Winslow	ME0102628	20	20	3	9	1	0	1	3	1	1	2	3	2	4	5	8	0
Winterport W.D.	ME0100749	8	8	0	0	0	1	2	0	0	1	0	0	3	2	2	2	0
Former CSO Permittees	Not Applicable	159	159	0	5	0	0	1	0	0	1	0	0	0	0	1	0	0
Total Number of CSO Discharge Events		1748	1750	576	547	439	527	341	372	269	326	322	278	262	295	276	252	143

Note: For legibility, discharge event data for years 1989-2010 are not shown. Numbers in blue are estimated from LTCP/MP or other source. The number of discharge events for 2024 for Bangor was adjusted to remove 2 dry weather overflows that were erroneously included in the total in last year's report.



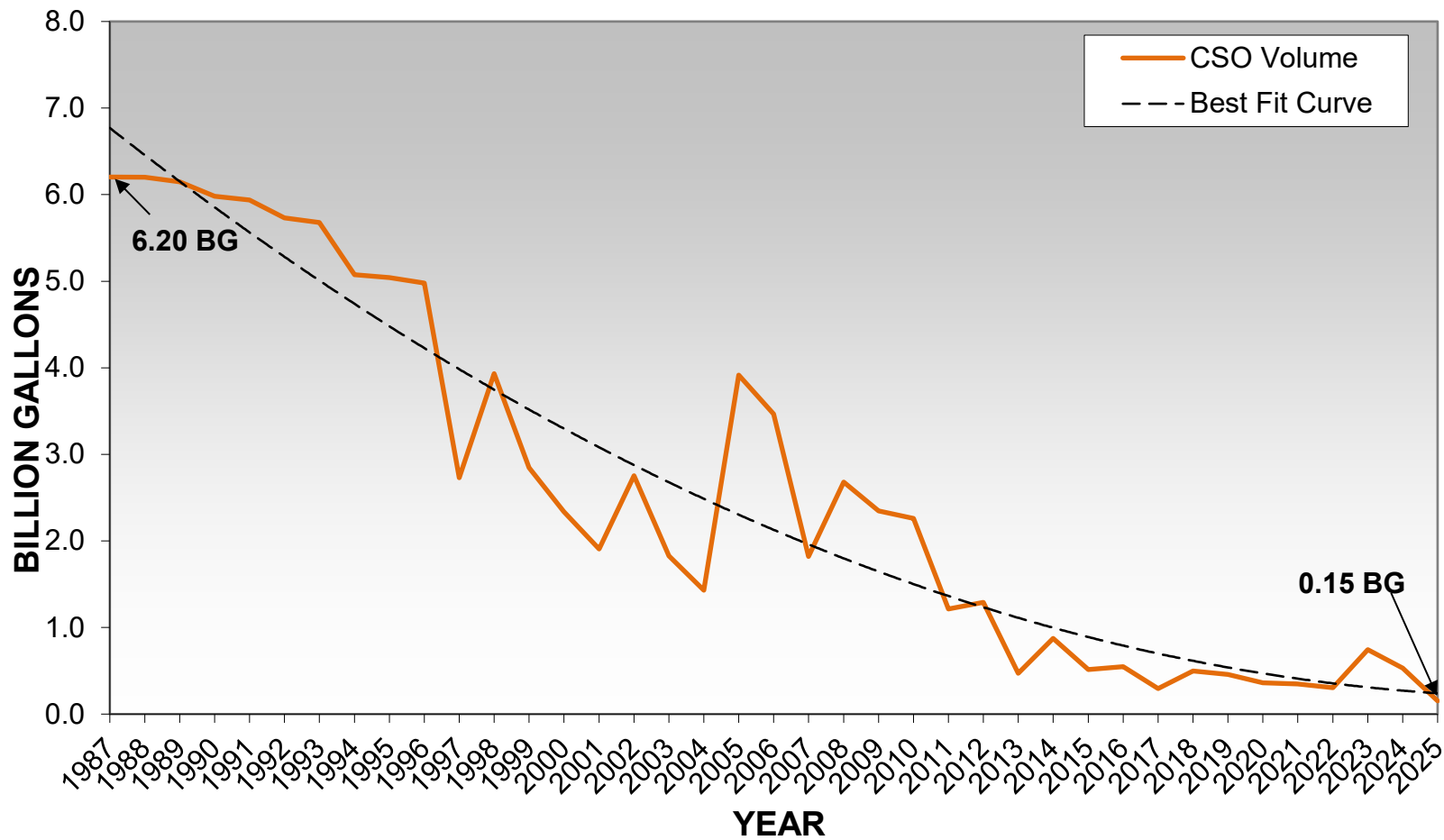
Maine CSO Permittee Annual Number of CSO Outfalls

Permittee	NPDES Permit No.	Year Unknown	1987	1988	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Auburn S.D.	ME0100005	11	11	11	2	3	2	2	1	2	2	2	2	2	1	1	1	1	1
Bangor	ME0100781	22	22	22	9	9	9	9	9	9	9	8	8	8	8	8	8	8	8
Bar Harbor	ME0101214 & ME0102466	5	5	5	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Bath	ME0100021	9	9	9	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Belfast	ME0101532	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Biddeford	ME0100048	16	16	16	10	10	8	8	8	8	7	7	7	7	7	7	7	7	7
Brewer	ME0100072	10	10	10	5	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Bucksport	ME0100111	2	2	2	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0
Calais	ME0100129	5	5	5	5	5	5	5	5	5	5	5	5	5	3	3	3	3	3
Cape Elizabeth	ME0102806	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Gardiner	ME0101702	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Greater Augusta U.D.	ME0100013	32	32	32	22	19	18	18	18	18	18	18	18	18	16	13	10	9	9
Hampden	ME0102512	6	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Lewiston	ME0100994	32	32	32	18	18	16	11	10	8	8	8	8	8	8	8	8	8	8
Lewiston-Auburn C.W.A.	ME0101478	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Machias	ME0100323	3	3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Madawaska	ME 0101681	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Mechanic Falls S.D.	ME0100391	4	4	4	3	3	2	2	2	2	2	2	2	2	2	2	2	2	2
Milford	ME0102695	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Old Town	ME0100471	4	4	4	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1
Orono	ME0100498	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Portland & PWD	City-ME0101435 / PWD-ME0102075	42	42	42	32	31	31	31	31	30	30	30	30	29	28	24	23	23	23
Randolph	ME0102423	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Rockland	ME0100595	8	8	8						1	1	1	1	1	1	1	1	1	1
Saco	ME 0101117	9	9	9	4	4	4	4	4	4	4	2	2	2	2	1	1	1	1
Skowhegan	ME0100625	10	10	10	7	7	7	7	7	7	7	5	5	5	5	5	5	5	5
South Portland	ME0100633	35	28	28	6	6	6	6	6	6	6	4	4	4	4	4	4	4	4
Westbrook (PWD)	ME0100846	7	7	7	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Winslow	ME0102628	2	2	2	2	2	2	2	2	3	3	3	2	2	2	2	2	2	2
Winterport W.D.	ME0100749	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Former CSO Permittees	Not Applicable	64	64	64	7	7	4	5	5	4	4	4	3	3	2	2	2	0	0
Total Annual CSO Discharge Outfalls		350	338	338	163	159	149	145	143	142	140	133	131	130	123	115	111	108	106

Note: For legibility, outfall data for years 1989-2010 are not shown. Numbers in blue are estimated from LTCP/MP or other source.

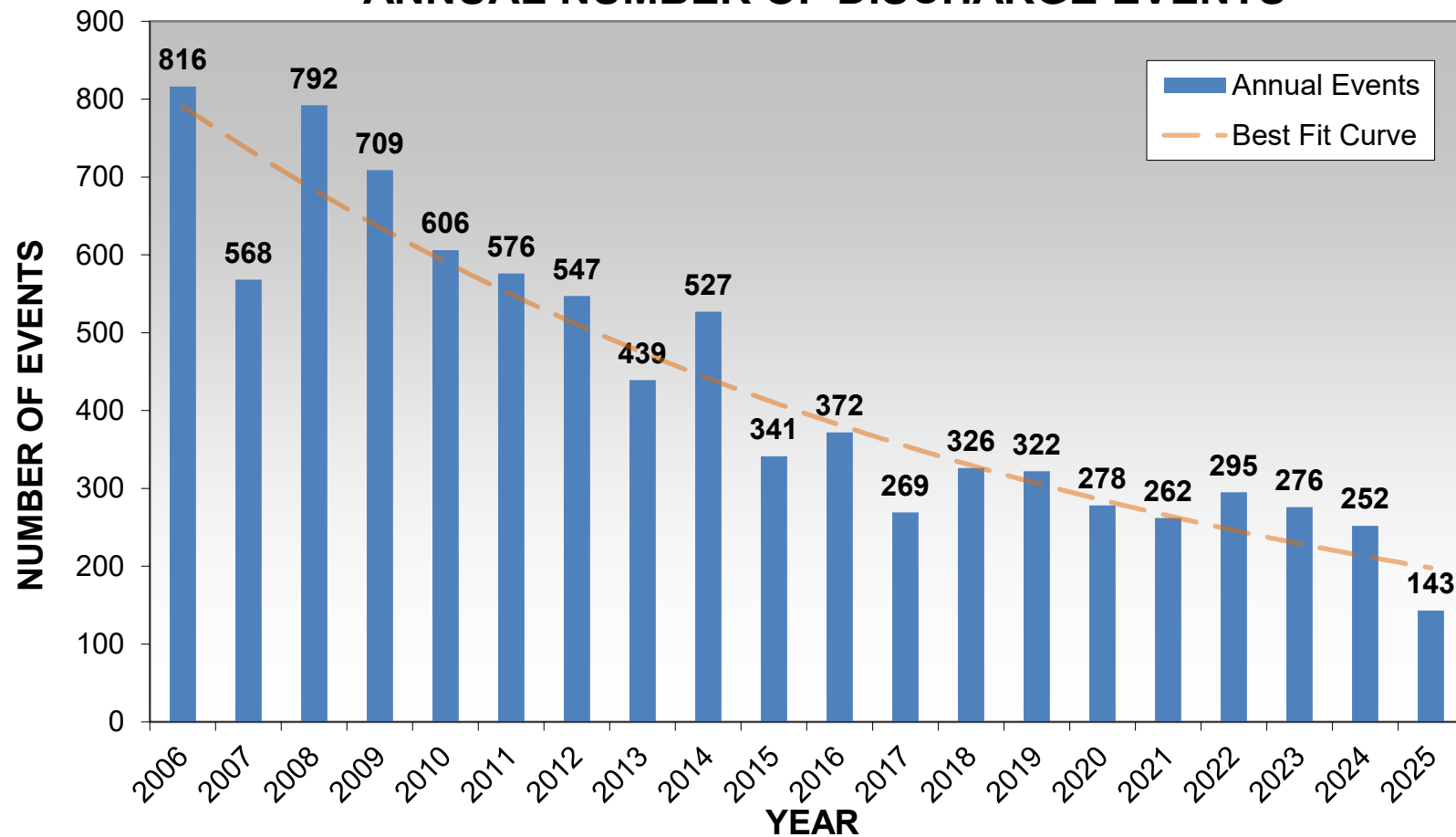


MAINE - STATEWIDE COMBINED SEWER OVERFLOW (CSO) VOLUME DISCHARGED

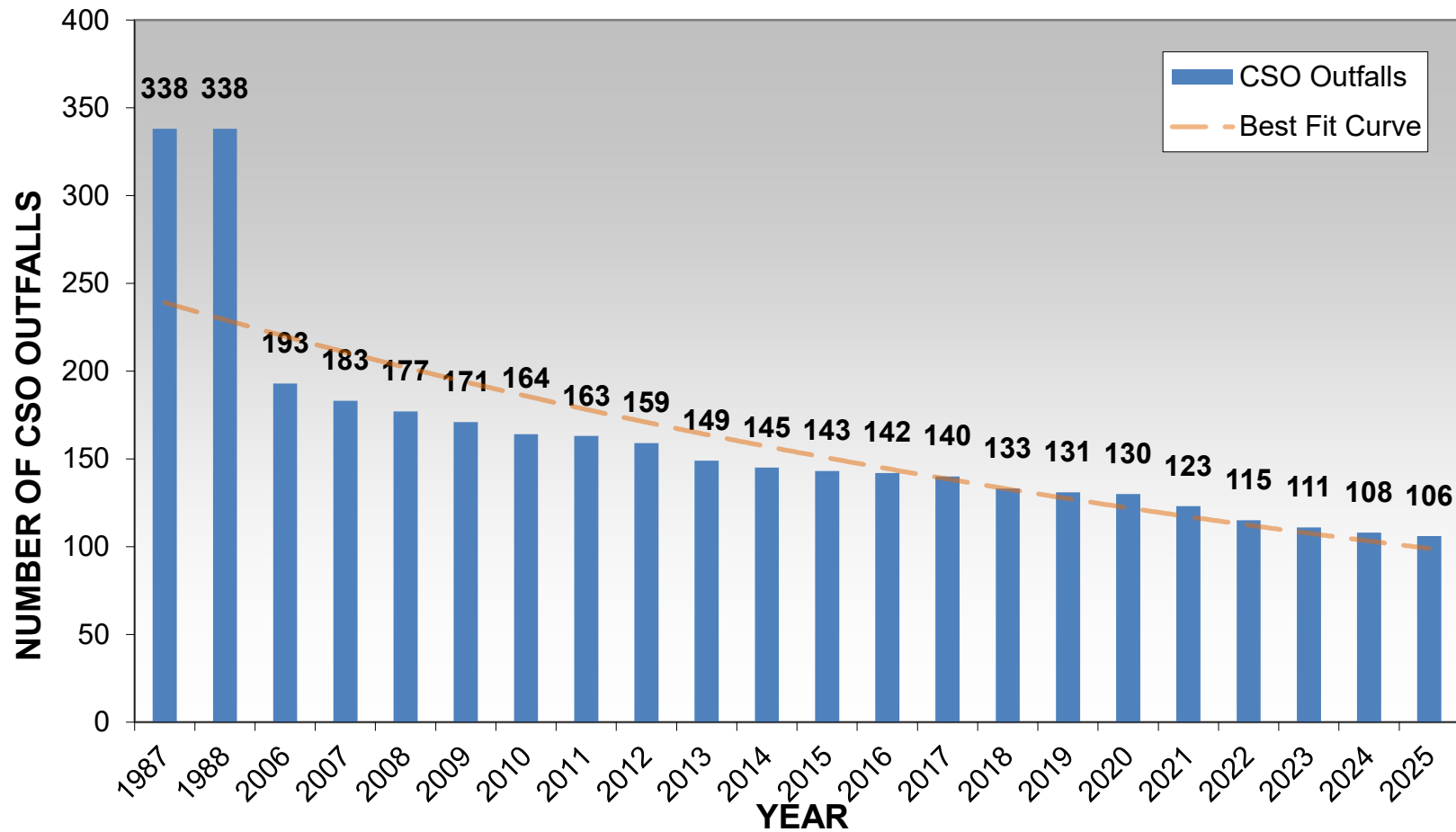




MAINE - STATEWIDE COMBINED SEWER OVERFLOW (CSO) ANNUAL NUMBER OF DISCHARGE EVENTS

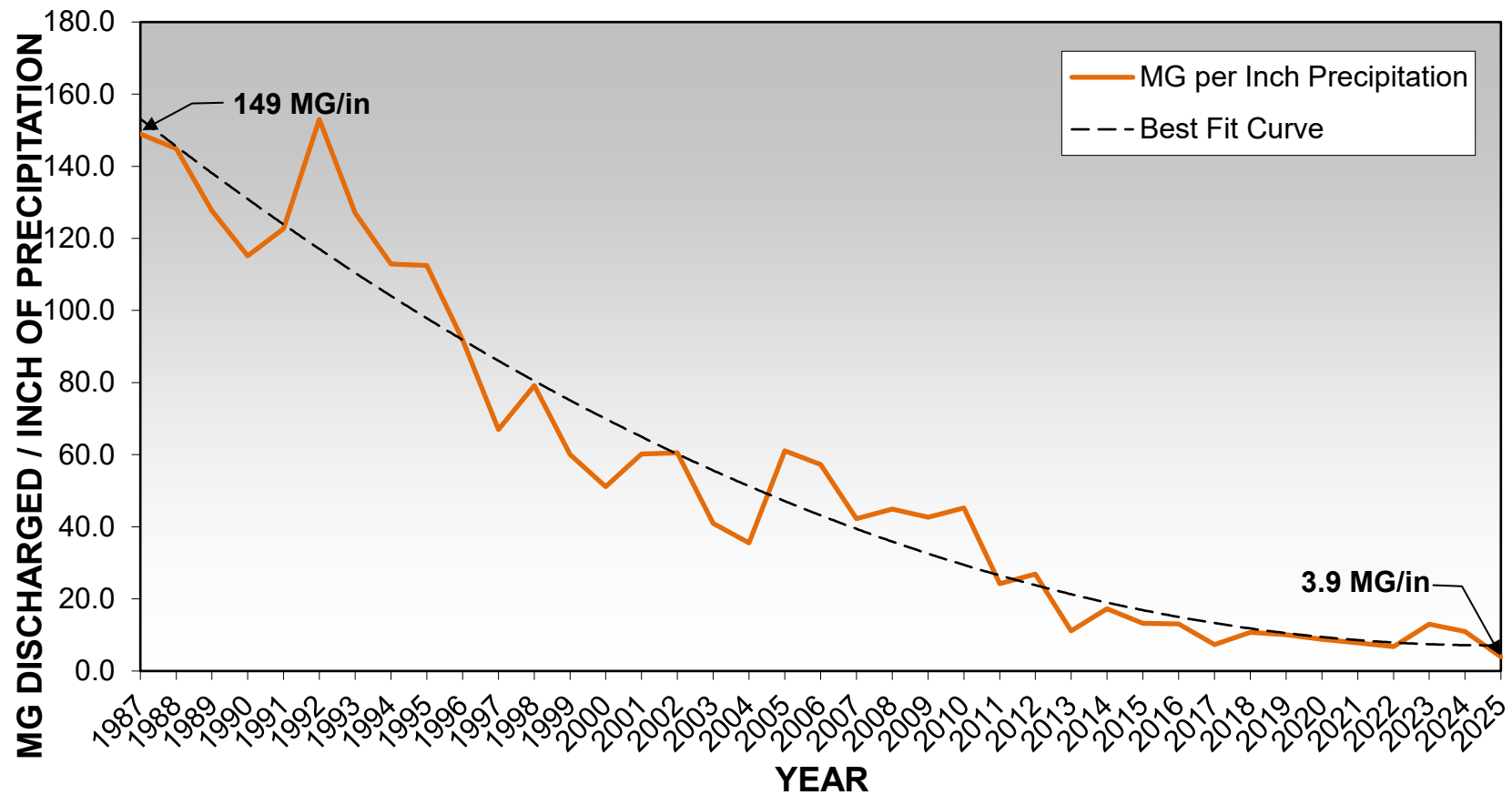


MAINE - STATEWIDE COMBINED SEWER OVERFLOW (CSO) OUTFALLS



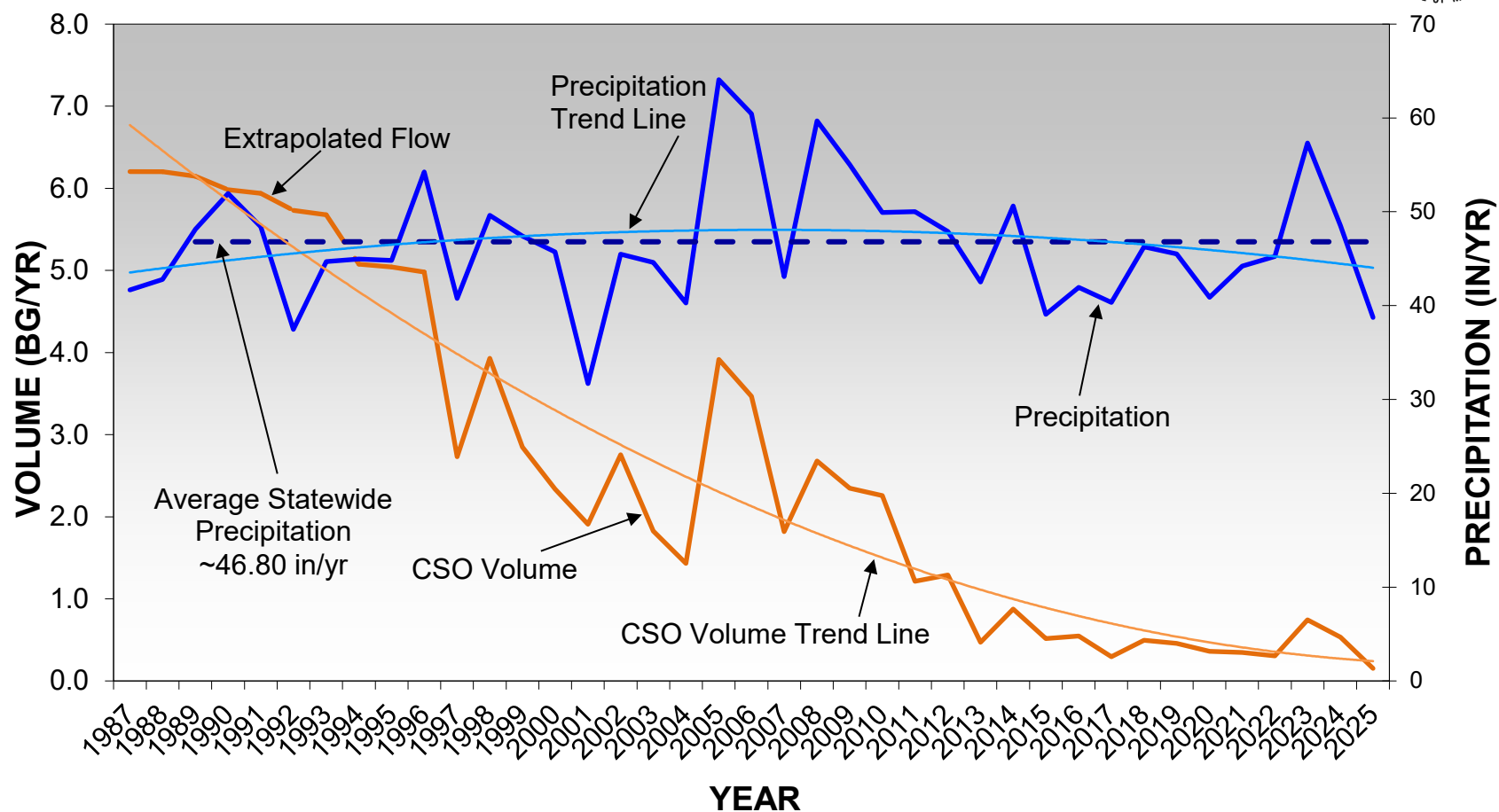


MAINE - COMBINED SEWER OVERFLOWS ANNUAL VOLUME DISCHARGED PER INCH OF PRECIPITATION



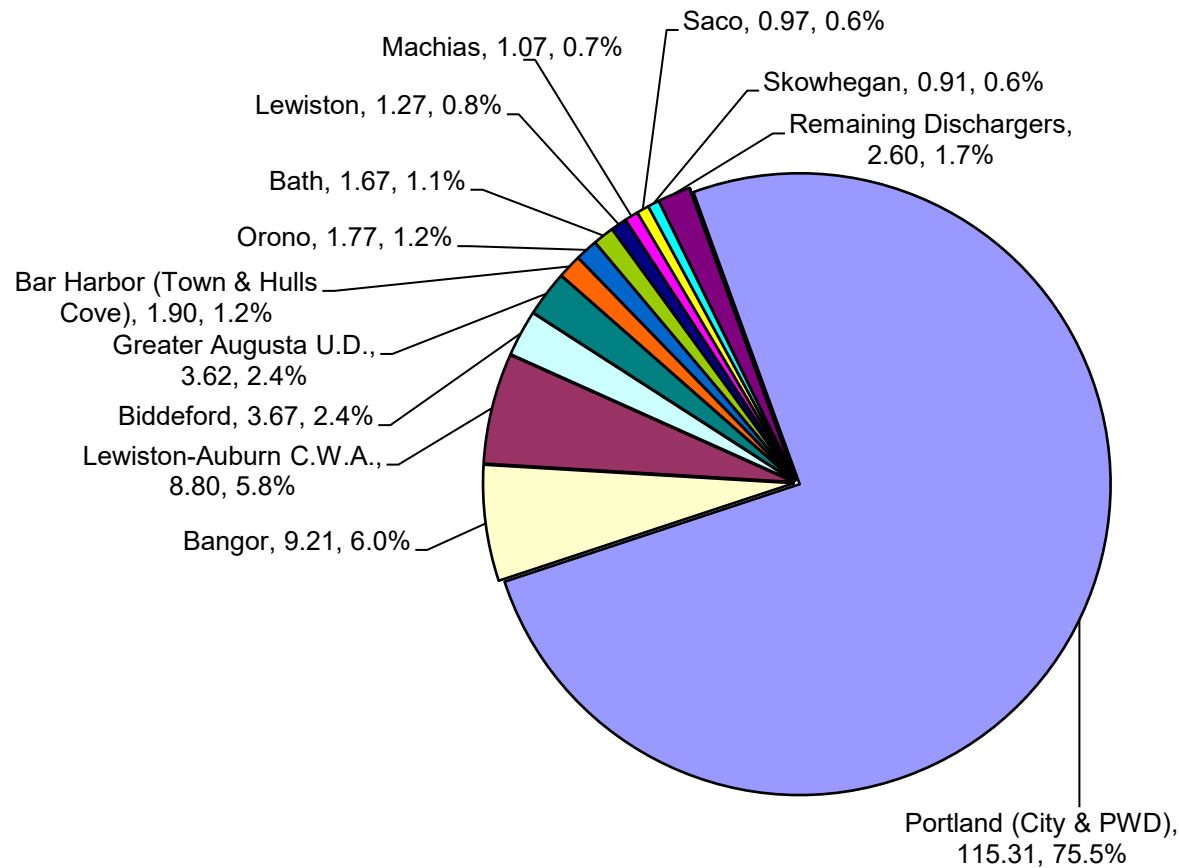


MAINE - YEARLY CSO VOLUMES AND PRECIPITATION



CSO Volume Precipitation Average Precipitation since 1989 CSO Best Fit Curve Precip. Best Fit Curve

MAINE 2025 CSO FLOW COMPARISON 32 CSO PERMITTEES 30 DISCHARGERS - 0.15 BILLION GALLONS

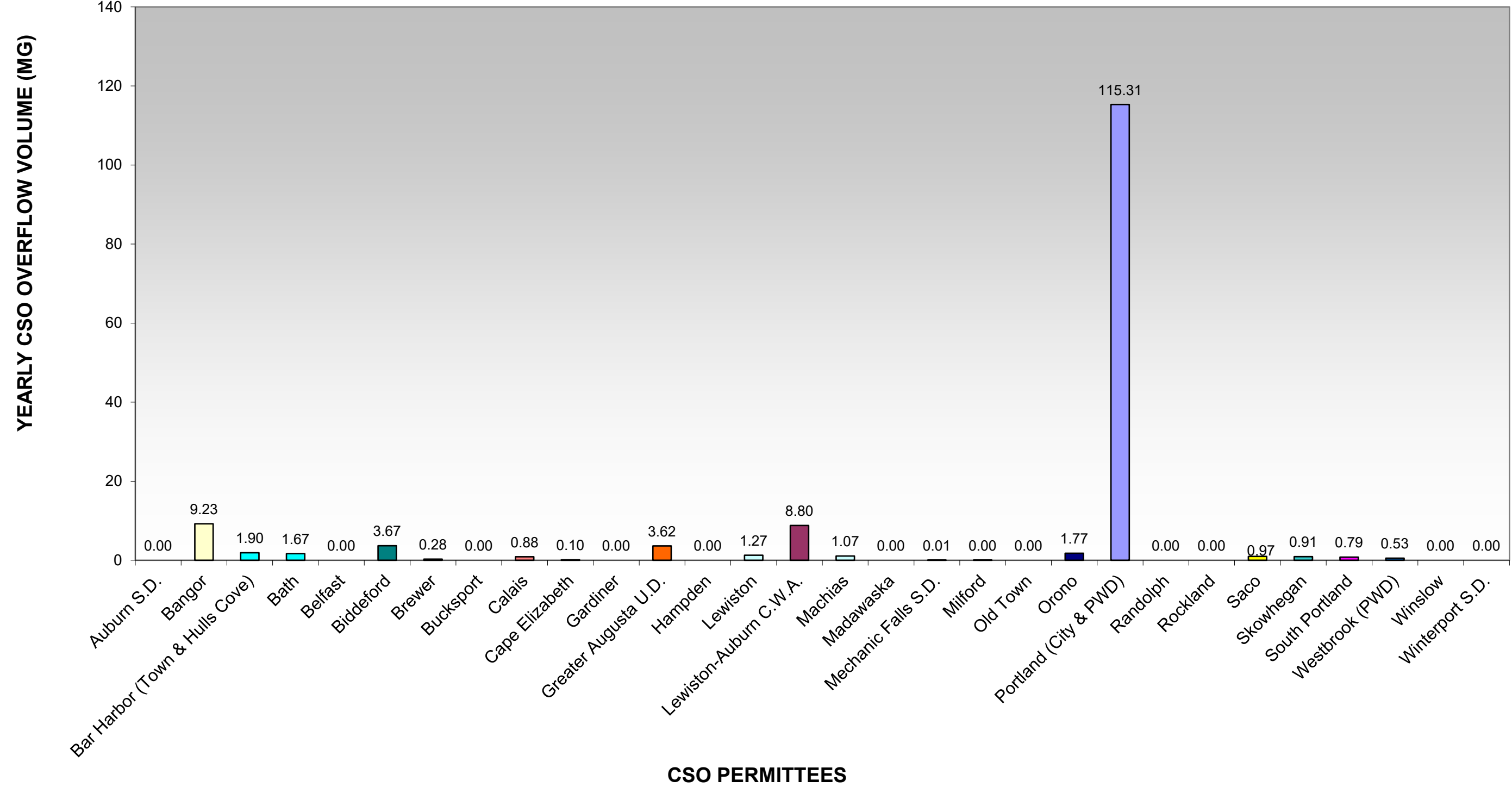


Eleven Permittees without CSO Discharge in 2025:
 Auburn S.D.
 Belfast
 Bucksport
 Gardiner
 Hampden
 Madawaska
 Old Town
 Randolph
 Rockland
 Winslow
 Winterport S.D.

Remaining 7 Dischargers (Million Gallons, Rank, Percent of Total):
 Calais: 0.88, 13, 0.58%
 South Portland: 0.79, 14, 0.52%
 Westbrook (PWD): 0.53, 15, 0.34%
 Brewer: 0.29, 16, 0.19%
 Cape Elizabeth: 0.10, 17, 0.07%
 Mechanic Falls S.D.: 0.01, 18, 0.01%
 Milford: 0.005, 19, 0.003%

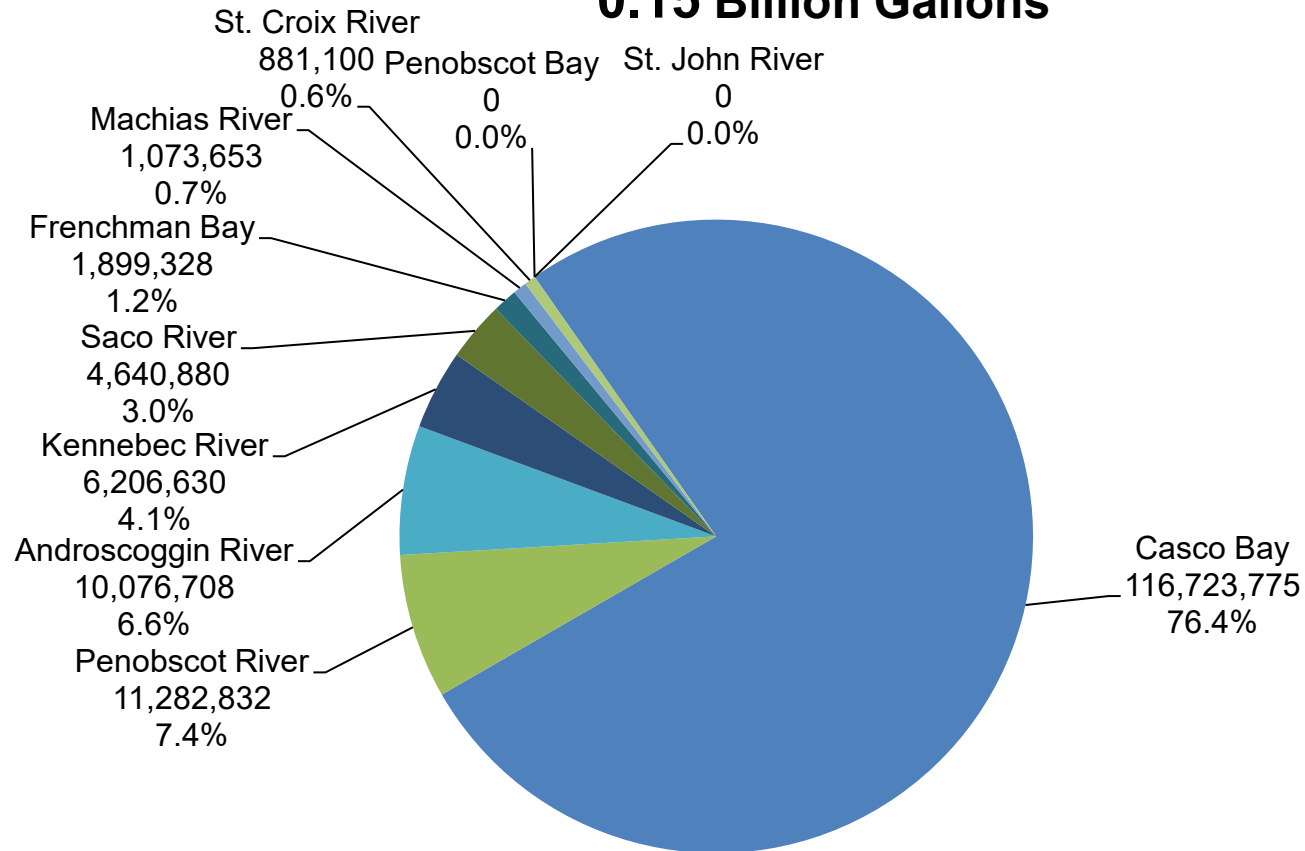
Discharger, Overflow in Million Gallons (MG), Percent of Total

Maine 2025 CSO Flow Comparison by Permittee
0.15 Billion Gallons



Maine 2025 CSO Volume Discharged by Watershed

0.15 Billion Gallons



Receiving Waterbody, Overflow in Million Gallons (MG), Percent of Total

Maine Annual CSO Volume Discharged by Watershed

		Annual Discharge Volume (Gallons)					
Permittee		2020	2021	2022	2023	2024	2025
Androscoggin River	Auburn SD	219,600	439,796	286,954	967,864	348,684	0
	Lewiston-Auburn CWA	33,659,000	14,531,000	31,190,000	112,566,000	57,861,000	8,797,000
	Lewiston	22,923,950	8,480,003	20,781,523	83,310,342	33,696,254	1,269,778
	Mechanic Falls SD	379,608	63,330	131,488	232,081	711,433	9,930
	Sub Total	57,182,158	23,514,129	52,389,965	197,067,287	92,617,371	10,076,708
Casco Bay	Cape Elizabeth	2,000	230,000	3,300	254,900	492,425	99,000
	Portland-City & PWD	178,744,981	194,468,501	163,964,790	368,662,200	290,214,400	115,308,100
	South Portland	859,095	2,511,052	1,561,258	1,191,467	4,242,992	791,675
	Westbrook	3,227,000	1,038,000	926,156	4,906,800	7,843,700	525,000
	Sub Total	182,833,076	198,247,553	166,455,504	375,015,367	302,793,517	116,723,775
Frenchman Bay	Bar Harbor	971,376	3,816,271	3,141,462	7,478,224	3,179,664	1,899,328
	Sub Total	971,376	3,816,271	3,141,462	7,478,224	3,179,664	1,899,328
Kennebec River	Bath	2,874,579	1,806,487	1,583,361	3,522,034	2,645,771	1,672,367
	Gardiner	9,932,000	1,993,000	61,000	18,240,000	2,200,000	0
	Greater Augusta UD	6,074,000	3,082,000	1,989,200	2,509,450	10,679,193	3,624,263
	Randolph	67,300	1,400	8,900	25,700	50,000	0
	Skowhegan	1,073,711	252,870	1,742,309	7,928,889	2,448,510	910,000
	Winslow	876,296	193,076	3,196,000	26,473,369	7,361,250	0
	Sub Total	20,897,886	7,328,833	8,580,770	58,699,442	25,384,724	6,206,630
Machias River	Machias	100,035	122,833	418,811	291,295	220,129	1,073,653
	Sub Total	100,035	122,833	418,811	291,295	220,129	1,073,653
Penobscot Bay	Belfast	96,444	264,774	444,090	504,877	207,301	0
	Rockland	0	0	0	0	0	0
	Sub Total	96,444	264,774	444,090	504,877	207,301	0
Penobscot River	Bangor	58,745,000	77,720,893	52,468,359	62,551,149	73,011,955	9,226,984
	Brewer	76,188	4,235,000	783,656	3,557,124	1,979,681	280,292
	Bucksport	0	0	0	0	0	0
	Hampden	244,200	319,902	205,128	117,216	158,730	0
	Milford	0	0	43,153	86,791	46,267	4,674
	Old Town	20,698	12,128	7,608	79,695	93,715	0
	Orono	1,192,467	905,504	1,102,236	3,981,896	5,386,128	1,770,882
	Winterport WD	0	108,000	54,000	96,000	48,000	0
	Sub Total	60,278,553	83,301,427	54,664,140	70,469,871	80,724,476	11,282,832
Saco River	Biddeford	34,644,000	26,649,500	14,543,300	30,003,000	20,631,322	3,669,880
	Saco	978,000	2,487,000	242,000	1,860,000	4,027,000	971,000
	Sub Total	35,622,000	29,136,500	14,785,300	31,863,000	24,658,322	4,640,880
St. Croix River	Calais	1,839,927	587,400	3,848,188	2,937,000	1,975,800	881,100
	Sub Total	1,839,927	587,400	3,848,188	2,937,000	1,975,800	881,100
St. John River	Madawaska	10,242	422,838	616,123	423,493	789,394	0
	Sub Total	10,242	422,838	616,123	423,493	789,394	0
	Total Annual Volume	359,831,697	346,742,558	305,344,353	745,200,856	532,538,722	152,784,906

Maine CSO Permittee Level of Treatment

	2021				2022				2023				2024				2025			
	Average Annual Rainfall (Inches): 44.19				Average Annual Rainfall (Inches): 45.24				Average Annual Rainfall (Inches): 57.31				Average Annual Rainfall (Inches): 48.54				Average Annual Rainfall (Inches): 38.74			
CSO Permittees	Total Volume ^{1,2} (MG)	Secondary Treatment	Primary Treatment	CSO	Total Volume ^{1,2} (MG)	Secondary Treatment	Primary Treatment	CSO	Total Volume ^{1,2} (MG)	Secondary Treatment	Primary Treatment	CSO	Total Volume ^{1,2} (MG)	Secondary Treatment	Primary Treatment	CSO	Total Volume ^{1,2} (MG)	Secondary Treatment	Primary Treatment	CSO
Bangor & Hampden	2,932.3	96.25%	1.09%	2.66%	3,319.0	96.87%	1.54%	1.59%	3513.0	97.26%	0.95%	1.78%	2926.9	95.86%	1.64%	2.50%	2822.7	98.83%	0.84%	0.33%
Bar Harbor	380.3	99.00%		1.00%	415.9	99.24%		0.76%	429.5	98.26%		1.74%	367.5	99.13%		0.87%	372.3	99.49%		0.51%
Bath	711.4	92.36%	7.39%	0.25%	711.4	95.69%	4.08%	0.22%	818.4	94.02%	5.55%	0.43%	692.3	93.36%	6.25%	0.38%	604.6	95.53%	4.19%	0.28%
Belfast	231.4	99.89%		0.11%	227.0	99.80%		0.20%	289.7	99.83%		0.17%	238.8	99.91%		0.09%	222.8	100.00%		0.00%
Biddeford	869.1	96.93%		3.07%	849.6	98.29%		1.71%	1084.3	97.23%		2.77%	891.4	97.69%		2.31%	732.0	99.50%		0.50%
Brewer	724.7	99.42%	0.00%	0.58%	854.9	99.91%	0.00%	0.09%	845.2	99.58%	0.00%	0.42%	649.5	98.32%	1.37%	0.30%	583.4	99.95%	0.00%	0.05%
Bucksport	120.5	96.52%	3.48%	0.00%	125.8	96.09%	3.91%	0.00%	137.0	97.75%	2.25%	0.00%	121.3	97.40%	2.60%	0.00%	120.4	98.14%	1.86%	0.00%
Calais	190.0	96.91%	2.78%	0.31%	235.4	94.98%	3.38%	1.63%	269.6	94.98%	3.93%	1.09%	221.9	95.97%	3.14%	0.89%	204.6	97.48%	2.09%	0.43%
Gardiner & Randolph	349.5	98.98%	0.45%	0.57%	399.4	99.37%	0.61%	0.02%	552.0	95.32%	1.37%	3.31%	432.8	98.97%	0.51%	0.52%	368.2	99.62%	0.38%	0.00%
GAUD	1,311.0	99.22%	0.54%	0.24%	2,213.8	99.26%	0.65%	0.09%	2099.5	98.60%	1.28%	0.12%	1821.6	97.14%	2.28%	0.59%	1631.5	99.05%	0.72%	0.22%
KSTD & Winslow ³	2,074.0	99.99%		0.01%	2,262.3	99.86%		0.14%	2623.0	98.99%		1.01%	2256.8	99.67%		0.33%	2217.1	100.00%		0.00%
LACWA, Lewiston & Auburn	3,196.0	96.26%	3.01%	0.73%	3,419.2	98.41%	0.06%	1.53%	4256.7	94.81%	0.56%	4.62%	3530.4	97.31%	0.09%	2.60%	2944.7	99.65%	0.01%	0.34%
Machias	65.2	99.81%		0.19%	84.3	99.50%		0.50%	92.1	99.68%		0.32%	78.0	99.72%		0.28%	74.2	98.55%		1.45%
Madawaska	105.8	99.60%		0.40%	145.4	99.58%		0.42%	140.4	99.70%		0.30%	112.0	99.30%		0.70%	131.3	100.00%		0.00%
Mechanic Falls	64.0	99.90%		0.10%	70.4	99.81%		0.19%	108.9	99.79%		0.21%	82.3	99.14%		0.86%	55.8	99.98%		0.02%
Old Town & Milford	471.8	99.05%	0.95%	0.00%	537.4	99.20%	0.79%	0.01%	579.2	98.61%	1.36%	0.03%	453.7	97.13%	2.83%	0.03%	453.2	99.84%	0.15%	0.00%
Orono	419.9	99.78%		0.22%	455.5	99.76%		0.24%	507.4	99.22%		0.78%	452.8	98.81%		1.19%	448.1	99.60%		0.40%
Paris UD ⁴	96.3	100.00%		0.00%	108.2	100.00%		0.00%	134.2	99.67%		0.33%								
Portland & PWD ⁵	5,552.8	92.92%	3.58%	3.50%	5,218.8	92.22%	4.64%	3.14%	6360.0	89.19%	5.02%	5.80%	5155.8	88.86%	5.51%	5.63%	4647.9	94.28%	3.24%	2.48%
Rockland	868.0	87.31%	12.69%	0.00%	816.1	91.81%	8.19%	0.00%	1059.5	93.54%	6.46%	0.00%	940.4	90.66%	9.34%	0.00%	773.6	93.91%	6.09%	0.00%
Saco	800.9	99.18%	0.51%	0.31%	762.3	99.69%	0.28%	0.03%	975.8	98.72%	1.09%	0.19%	819.6	98.25%	1.26%	0.49%	745.1	99.37%	0.50%	0.13%
Skowhegan	223.6	99.47%	0.37%	0.16%	247.0	98.39%	0.91%	0.71%	316.4	96.45%	1.05%	2.51%	281.5	97.93%	1.20%	0.87%	293.3	99.05%	0.64%	0.31%
South Portland & Cape Elizabeth ⁶	1,909.5	99.48%	0.37%	0.14%	1,967.4	99.87%	0.05%	0.08%	2277.7	99.57%	0.36%	0.06%	2051.5	98.13%	1.64%	0.23%	1776.9	99.06%	0.89%	0.05%
Westbrook & PWD	1,081.8	99.90%		0.10%	1,122.7	99.92%		0.08%	1308.1	99.62%		0.38%	1192.7	99.34%		0.66%	1108.2	99.95%		0.05%
SUM	24,750.0				26,569.1				30,777.5				25,771.7				23,331.7			
MEAN	1,031.2	97.84%	2.66%	0.61%	1,107.0	98.23%	2.08%	0.56%	1,282.4	97.52%	2.23%	1.18%	1,120.5	97.30%	2.83%	0.97%	1,014.4	98.73%	1.54%	0.33%
MEDIAN	591.6	99.20%	1.02%	0.23%	624.4	99.32%	0.85%	0.19%	698.8	98.61%	1.32%	0.40%	649.5	98.13%	1.96%	0.59%	583.4	99.49%	0.78%	0.13%

Notes: ¹Volume data was obtained from monthly Discharge Monitoring Reports entered and submitted through NetDMR by each Facility
²Total Volume: Total Volume Taken on by System = Secondary Treatment Volume + Primary Treatment Volume + CSO Volume + SSO Volume (SSO Volumes too small to affect Percentages, therefore not displayed)
³Although KSTD is no longer in the CSO program as of 2024, it is shown on this chart since Winslow remains a CSO community and treats all of Winslow’s non-CSO flow. All CSO flow in 2024 was in Winslow.
⁴As of 2024 Paris is no longer in the CSO program and is no longer being included in the annual totals.
⁵Updates were made to treatment volumes and percentages for 2021 for Portland & PWD
⁶A calculation error for South Portland & Cape Elizabeth’s 2022 data was corrected. The Sum, Mean, and Median data for 2022 was also corrected.



Photos on this page are of the Lewiston-Auburn Clean Water Authority's 2.1 Million Gallon Storage Tank & Pump Station Project. Photo credits on the front cover go to Maine Imaging for their photos of the City of Portland's Back Cover South Storage Facility project.

NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD

Regarding: Liquor License, Hakuna Matata Sports Bar

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

Tuesday, August 4, 2026, at 6:00 pm

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

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

Hakuna Matata Sports Bar

193 Main Street, #108

Biddeford, Maine

Restaurant: Beer, Wine, and/or Liquor

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

NOTICE OF PUBLIC HEARING

CITY OF BIDDEFORD

Regarding: Liquor License, Martinis on Main

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

Tuesday, August 4, 2026, at 6:00 pm

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

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

Martinis on Main

137 Main Street

Biddeford, Maine

Restaurant: Beer, Wine, and/or Liquor

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



CITY OF BIDDEFORD BUSINESS LICENSE APPLICATION

☒ NEW (DATE OF OPENING 6/23/2026) OR ☐ RENEWAL

FOR OFFICE USE	
Date Rec.	<u>6/24/2026</u>
Amount Received \$	<u>510.00</u>
Clerk's Initials	<u>(23)</u>

Name of Establishment HAKUNA MATATA SPORTS Bar

Map & Lot 38/338

Physical Location 193 MAIN ST. #108, BIDDEFORD, ME 04005

Mailing Address 193 MAIN ST. #108, BIDDEFORD, ME 04005

Phone Number 857-204-7623

Email Address berkatende@yahoo.com

Owner/Operator DOMINUS, LLC

Mailing Address PO Box 47, BIDDEFORD, ME 04005

Phone Number (207) 560-3721

Email Address CENTURIONPROPERTYMGMT@GMAIL.COM

Per City Code

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

On any initial application for a business license received by the City Clerk during the last four months of the licensing year, the licensing fee is 1/2 of the annual licensing fee. All fees are due at the time of business license application submittal. Pro-ration of licensing fees does not apply for business license renewals.

A bona fide nonprofit, charitable, educational, political, civic, recreational, fraternal, patriotic or religious organization is not subject to City Code Section 22-11 pertaining to fees. Any organization claiming status as a bona fide nonprofit organization shall furnish sufficient evidence of such status.

☒ No employee or officer of the City is beneficially interested in the license or licenses, or in lieu thereof, a statement of the names of such employees or officers as are beneficially interested.

Applicant Signature: [Signature]

Date: 6/23/2026

Any information provided in this application, which is found to be false, will result in the denial or revocation of this license – per 1 M.R.S. 17-A §453. Submitting, signing and paying the applicable fees does not guarantee the issuance of a business license in the City of Biddeford.



CITY OF BIDDEFORD BUSINESS LICENSE APPLICATION

VICTUALER (exp. 05/31)

State of Maine Health Certificate Required

- ☐ No alcohol \$75
☐ If serving beer and/or wine \$100
☒ If serving beer, wine and/or liquor \$150
☒ Advertising for NEW alcohol license \$200 (public hearing required)

PLACES OF AMUSEMENT/ENTERTAINMENT (exp. 12/31)

\$150 each

- | | |
|--|---|
| ☐ Concert | ☐ Theater/Moving Picture House (+ \$25 per screen) |
| ☐ Exhibitions (live performances) | ☒ Billiard Room(s) |
| ☐ Playhouse/Play | ☐ Public Firing Range |
| ☐ Circus/Carnival | ☐ Bottle Club |
| ☐ Air Show | ☐ Bowling Lanes |
| ☐ Indoor Skating Rink | |

AUTOMOBILE REPAIR AND/OR GRAVEYARD (exp. 12/31)

- ☐ Automobile Service/Repair \$75 ☐ Automobile Graveyard \$200

PLACES/DEALERS IN PRODUCTS (exp. 12/31)

\$200 each

- | | |
|--|---|
| ☐ Dealers in gold jewelry, etc. | ☐ Flea Market 20 tables (+ \$5 per additional table) |
| ☐ Antique Dealer | ☐ Junk Dealer/Recycling |
| ☐ Pawnbroker | ☐ Secondhand Dealers ONE TIME FEE |

OPERATING LICENSE (exp. 12/31)

State of Maine Certificate Required

- ☐ Vendor on a Public Place \$50 and at least \$1,000,000 liability insurance required
☐ Mobile Food Vendor \$200 and at least \$500,000 liability insurance required
☐ Vending On Waterways \$100 and Permit by the US Coast Guard, ME Dept. of Marine Resources, and Biddeford Harbormaster required
☐ Ice Cream Truck Vendor \$75 per truck and liability insurance required
☐ Taxicab, Motorbus, Public Automobile \$50 (+ \$20 per vehicle)
☐ Massage Establishment/Therapist \$100
☐ Combined Massage Establishment/Massage Therapist \$150
☐ Adult Business \$2,000 (public hearing required)

—FOR OFFICE USE ONLY—	
CITY COUNCIL APPROVAL DATE (if applicable): ____/____/____	
CODE ENFORCEMENT SIGNATURE: _____	☐ Occupancy Permit issued
Date: ____/____/____	
☐ All buildings, structures, vessels and platforms are in compliance with zoning, building and fire safety codes	
☐ Real Estate and Personal Property taxes are paid to date (or payment arrangements have been made).	
☐ Copy of State Certificate and/or insurance attached	
CITY CLERK SIGNATURE: _____	☐ Business License Issued
Date: ____/____/____	

LETTER OF INTENT

Date: June 23, 2026

To Whom It May Concern,

I am writing this Letter of Intent on behalf of Hakuna Matata Sports Bar & Lounge to express our commitment to establishing and operating a welcoming, community-focused sports bar and entertainment venue located at:

193 Main Street, Suite #108
Biddeford, Maine 04005

Hakuna Matata Sports Bar & Lounge is being developed to provide a safe, enjoyable, and professionally managed environment where guests can gather to watch sporting events, enjoy music and entertainment, and socialize with friends and family. The establishment will offer beer, wine, and spirits, along with a limited food menu, in full compliance with all applicable federal, state, and local laws and regulations.

Our proposed hours of operation will be 3:00 PM to 1:00 AM, six days per week, with the business closed on Mondays.

We are committed to:

- Maintaining a safe and welcoming atmosphere for all patrons.
- Operating responsibly and ensuring compliance with all licensing, health, safety, and alcohol service requirements.
- Providing quality customer service and professional management.
- Supporting the local economy through job creation and community involvement.
- Promoting responsible alcohol consumption and maintaining good relationships with neighboring businesses and residents.

Hakuna Matata Sports Bar & Lounge aims to become a positive addition to the Biddeford community by offering a destination for sports viewing, social gatherings, music, and entertainment while operating in a responsible and community-minded manner.

Thank you for your consideration. We look forward to contributing to the continued growth and vibrancy of the City of Biddeford.

Sincerely,

Bernard Katende
Owner/Managing Member
Hakuna Matata Sports Bar & Lounge
193 Main Street, Suite #108
Biddeford, Maine 04005

Phone: 857-204-7623
Email: berkatende@yahoo.com



Application Copy

File Number: 159289

Job Type: New Application

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

APPLICATION DATE RECEIVED

2026-06-24

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Reemix LLC

LICENSEE TYPE

Limited Liability Company

DOING BUSINESS AS

Martinis On Main

CORPORATE NUMBER

202512500DC

INCORPORATION DATE

2025-03-01

CORRESPONDENCE ADDRESS

368 ALFRED ST 368 ALFRED ST BIDDEFORD ME 04005

MAILING ADDRESS

PHYSICAL ADDRESS

CONTACT NAME

mason soto

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 766-8213

ALTERNATE PHONE

FAX

EMAIL

maseceon@gmail.com

CORPORATE STRUCTURE

None selected

ADDITIONAL INFORMATION

MANAGED BY AGENT

No

PREMISES TYPE

Class A Restaurant/Lounge

PREMISES NAME

Martinis on Main

OPERATOR

Mason Soto

PHYSICAL ADDRESS

137 Main St biddeford ME 04005

MAILING ADDRESS

368 1 biddeford ME 04005

CONTACT NAME

mason soto

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(207) 766-8213

ALTERNATE PHONE

FAX

EMAIL

maseceon@gmail.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

202512500DC

2. What is your expected start date?

Aug 2026

3. Has/have applicant(s) formerly held a Maine liquor license?

No

4. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

No

5. Is the applicant/licensee an individual, partnership, or association?
(Not a corporation or LLC)

No

6. Are all licensees/applicants residents of the State of Maine?

Yes

7. Is your license for a club with a membership?

No

8. Is your license application for a vessel?

No

9. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?

Yes

(document uploaded)

- 10 Do you have a license from the Office of the State Fire Marshal?
Contact (207) 626-3870 to determine whether licensure is necessary.

No

11 Will any law enforcement officer directly benefit financially from this license?

No

12 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

No

13 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

14 What is the full name and date of birth of the person managing this premises?

Mason Soto 9/3/89

15 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

16 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

17 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

18 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

Yes

Mason Soto

June 2016

Unlawful Possession

York County

Class B

19 Does the licensee/applicant have any arrangement such as a lease where rent is based on sales, an agreement where another party receives a portion of the revenue or profits from the business, or a right to acquire an ownership interest in the business?

No

20 At which address are your business records located?

137 Main St

Biddeford

21 What will be your business hours? Please indicate each day's open and close times.

Daily 4pm-cl

22 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Church 1/2 mile

23 Is your application for a Hotel or Bed & Breakfast?

No

24 Do you have a food menu?

Yes

(document uploaded)

25 How many seats do you have? Include indoor and outdoor seating.

45

26 How many bathrooms do you have available to patrons?

3

27 Describe each area of the premises where alcoholic beverages will be served, consumed, or stored.

Include all interior and exterior areas (e.g., dining rooms, bars, patios, decks, function rooms, etc.) and use names or labels that correspond to your submitted floor plan.

Building consists of 3 connected small rooms with seating and pizza kitchen . Buying existing business that has martini bar and other bar . See attached

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Food Menu	slice menu.docx	menu
Maine Health or Agriculture License	health license 2027 MM.jpg	health license
Premises Floor Plan	floor plan mm 2026.jpg	floor plan
Supplemental Ownership Form	102 Supplemental Ownership Form and Affidavit2 for mason soto.pdf	corporate form

APPLICANT

mason soto mason soto

DECLARATION

- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.



CITY OF BIDDEFORD BUSINESS LICENSE APPLICATION

☐ NEW (DATE OF OPENING ASAP 1/1/) OR ☐ RENEWAL

FOR OFFICE USE	
Date Rec.	<u>7/16/26</u>
Amount Received \$	<u>360</u>
Clerk's Initials	

Name of Establishment Martini's on main

Map & Lot _____

Physical Location 137 main st Biddeford ME 021005

Mailing Address 368 ALFRED ST Biddeford ME 021005

Phone Number 207 766 8213

Email Address maseceon@gmail.com

Owner/Operator Mason 50+

maseceon@gmail.com

Mailing Address 368 Alfred St Biddeford ME

Phone Number 207 766 8213

Email Address maseceon@gmail.com

Per City Code

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

On any initial application for a business license received by the City Clerk during the last four months of the licensing year, the licensing fee is 1/2 of the annual licensing fee. All fees are due at the time of business license application submittal. Pro-ration of licensing fees does not apply for business license renewals.

A bona fide nonprofit, charitable, educational, political, civic, recreational, fraternal, patriotic or religious organization is not subject to City Code Section 22-11 pertaining to fees. Any organization claiming status as a bona fide nonprofit organization shall furnish sufficient evidence of such status.

☐ No employee or officer of the City is beneficially interested in the license or licenses, or in lieu thereof, a statement of the names of such employees or officers as are beneficially interested.

Applicant Signature: [Signature]

Date: 6/17/26

Any information provided in this application, which is found to be false, will result in the denial or revocation of this license – per 1 M.R.S. 17-A §453. Submitting, signing and paying the applicable fees does not guarantee the issuance of a business license in the City of Biddeford.



CITY OF BIDDEFORD BUSINESS LICENSE APPLICATION

VICTUALER (exp. 05/31)

State of Maine Health Certificate Required → *pending*

- ☐ No alcohol **\$75**
☐ If serving beer and/or wine **\$100**
☒ If serving beer, wine and/or liquor **\$150**
☒ Advertising for **NEW** alcohol license **\$200** (public hearing required)

PLACES OF AMUSEMENT/ENTERTAINMENT (exp. 12/31)

\$150 each

- | | |
|--|---|
| ☐ Concert | ☐ Theater/Moving Picture House (+ \$25 per screen) |
| ☐ Exhibitions (live performances) | ☐ Billiard Room(s) |
| ☐ Playhouse/Play | ☐ Public Firing Range |
| ☐ Circus/Carnival | ☐ Bottle Club |
| ☐ Air Show | ☐ Bowling Lanes |
| ☐ Indoor Skating Rink | |

AUTOMOBILE REPAIR AND/OR GRAVEYARD (exp. 12/31)

- ☐ Automobile Service/Repair **\$75** ☐ Automobile Graveyard **\$200**

PLACES/DEALERS IN PRODUCTS (exp. 12/31)

\$200 each

- | | |
|--|---|
| ☐ Dealers in gold jewelry, etc. | ☐ Flea Market 20 tables (+ \$5 per additional table) |
| ☐ Antique Dealer | ☐ Junk Dealer/Recycling |
| ☐ Pawnbroker | ☐ Secondhand Dealers ONE TIME FEE |

OPERATING LICENSE (exp. 12/31)

State of Maine Certificate Required

- ☐ Vendor on a Public Place **\$50** and at least \$1,000,000 liability insurance required
☐ Mobile Food Vendor **\$200** and at least \$500,000 liability insurance required
☐ Vending On Waterways **\$100** and Permit by the US Coast Guard, ME Dept. of Marine Resources, and Biddeford Harbormaster required
☐ Ice Cream Truck Vendor **\$75** per truck and liability insurance required
☐ Taxicab, Motorbus, Public Automobile **\$50** (+ \$20 per vehicle)
☐ Massage Establishment/Therapist **\$100**
☐ Combined Massage Establishment/Massage Therapist **\$150**
☐ Adult Business **\$2,000** (public hearing required)

-----FOR OFFICE USE ONLY-----

CITY COUNCIL APPROVAL DATE (if applicable): ____/____/____

CODE ENFORCEMENT SIGNATURE: _____ ☐ Occupancy Permit issued

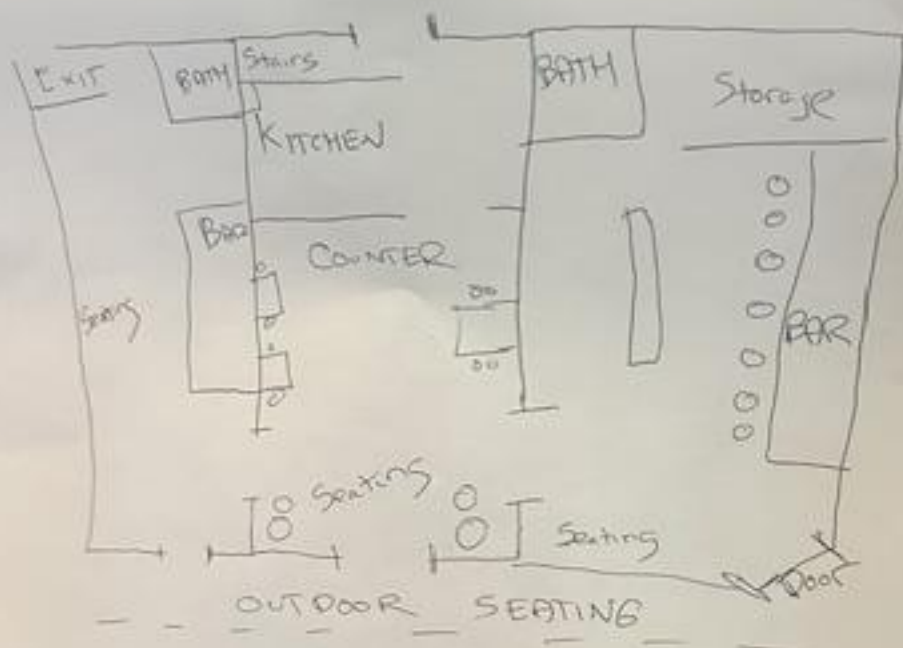
Date: ____/____/____

- ☐ All buildings, structures, vessels and platforms are in compliance with zoning, building and fire safety codes
☐ Real Estate and Personal Property taxes are paid to date (or payment arrangements have been made).
☐ Copy of State Certificate and/or insurance attached

CITY CLERK SIGNATURE: _____ ☐ Business License Issued

Date: ____/____/____

FLOOR PLAN Martinis on Main





STATE OF MAINE

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Supplemental Ownership Form

[28-A M.R.S. §651](#)

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name:	2. Date of incorporation/registration:	3. State of incorporation:
--	---	-----------------------------------

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)

Affidavit

ONLY COMPLETE THIS PAGE IF THERE ARE NO OWNERS OVER 10% LISTED ON PAGE 1

The undersigned authorized representative of the applicant swears or affirms that no person that holds an ownership interest in the applicant holds an ownership interest equal to or greater than 10%.

Affiant Signature

Date

Affiant Printed Name

State of _____, County of _____

I certify that on the date set forth below, the individual named above did appear personally before me and that I did identify this applicant by: (a) comparing his/her physical appearance with the photograph on the identifying document presented by the applicant and with the photograph affixed hereto, and (b) comparing the applicant's signature made in my presence on this form with the signature on his/her identifying document.

Signature of Notary Public

Date

Printed Name of Notary Public

WARNING: The statements on this application are made under oath or affirmation. False statements can be grounds for rejection of the application or suspension or revocation of a license. False swearing is a Class D crime punishable by up to 364 days incarceration and a \$2,000 fine.

City of Biddeford

City Council

July 21, 2026 at 6:00 PM

Biddeford High School Little Theater & Teams

1. Roll Call – all present

Council President Beaupre

Councilor Boston

Councilor Woods

Councilor Doughty

Councilor Kurtz

Councilor Pierson

Councilor Cote

Councilor Vadnais

Councilor Lessard

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

Mayor LaFountain announced there were no adjustments to the agenda.

4. Moment of silence in memory of Johan Sebastián Durán Guerrero

5. Proclamation

5.a Demanding Justice and Accountability for the Fatal Shooting of Johan Sebastián Durán Guerrero, and Calling for Humane Immigration Reform – PROCLAMATION

Mayor LaFountain read the proclamation into the record.

6. Public Addressing the Council - 3 minutes per speaker

Several citizens from Biddeford and surrounding communities spoke about the city's response to the incident and asked city officials to take action to ensure the safety of the people of Biddeford.

7. Councilor Remarks

Councilors Cote, Vadnais, Woods, Kurtz, Doughty, and Pierson responded to the public.

8. Mayor's Remarks

Mayor LaFountain thanked all who commented, along with Presente! Maine, the Maine Immigrants' Rights Coalition, and others who supported Guerrero's family and the local community in the aftermath of the incident. The Mayor emphasized the responsibility to respond with compassion, courage, bravery, and a commitment to justice.

9. Adjourn

Motion to adjourn: Councilor Woods

Second: Councilor Pierson

Vote: 8 Yeas, Councilor Pierson Nay

Motion passed.

The meeting was adjourned at 7:53 PM.

City of Biddeford
City Council Meeting
July 28, 2026 at 6:00 PM
City Hall Council Chambers & Teams

1. Roll Call

Council President Beaupre: present

Councilor Boston: present

Councilor Woods: present

Councilor Doughty: present

Councilor Kurtz: present

Councilor Pierson: present via telecommunication

Councilor Cote: present

Councilor Vadnais: present

Councilor Lessard: present

2. Pledge of Allegiance

3. Adjustment(s) to Agenda

Mayor LaFountain recognized Councilor Kurtz to speak.

Councilor Kurtz apologized for his language at the 7/21/26 Council Meeting.

Mayor LaFountain announced no adjustments to the agenda.

4. Appointments

4.a 2026.112 Approval - Mayoral Appointment to a Committee – Citizen

Motion to accept nominations: Council President Beaupre

Second: Councilor Lessard.

Vote: Unanimous in favor.

Motion passed.

5. Presentation

5.a Presentation by Don Gerrish regarding the City Manager Search

Don Gerrish thanked the Mayor, council, staff, and citizens for their input at the recent public session and solicited commentary on the advertisement for the City Manager search.

Additionally, Gerrish detailed the next steps in the selection process.

Several councilors discussed the wording of the proposed advertisement, including the City Manager residency requirement per the City Charter.

6. Public Addressing the Council

One citizen from Ward 4 spoke about meeting with Councilor Cote to discuss mutual aid after speaking at last week's council meeting, and detailed action items to take to support the community.

7. Consideration of Minutes

7.a City Council Meeting Minutes July 7, 2026

Motion: Council President Beaupre.

Second: Councilor Lessard.

Vote: Unanimous in favor.

Motion passed.

8. Orders of the Day

8.a 2026.111 Approval - FY26 Carry Over Request - Finance

Motion: Council President Beaupre

Second: Councilor Lessard.

Vote: Unanimous in favor.

Motion passed.

8.b 2026.113 Acceptance of Criminal Forfeiture Assets

Motion: Council President Beaupre.

Second: Councilor Lessard.

Vote: Unanimous in favor.

Motion passed.

*8.c 2026.109 City of Biddeford - Town of Old Orchard Beach General Assistance
Vacation Coverage MOU*

Motion: Council President Beaupre.

Second: Councilor Lessard.

Vote: Unanimous in favor.

Motion passed.

*8.d Remove from Table -2026.98 Approval - Amendment to Council Rules- Executive
Session*

Motion: Council President Beaupre.

Second: Councilor Lessard.

Vote: Unanimous in favor.

Motion passed.

Motion to amend Appendix A to not require extension vote while in Executive Session: Council President Beaupre.

Second: Councilor Lessard.

Vote: Unanimous in favor.

Motion passed.

9. Public Addressing the Council

One citizen from Ward 7 asked for an update on the City's outstanding fiscal audits.

10. Other Business

Councilor Kurtz welcomed Biddeford Housing Authority's new Executive Director, thanked all who spoke at last week's council meeting, and discussed immigration enforcement issues.

Councilor Boston spoke on the Eastern Trail Management District completing the Close The Gap project ahead of schedule and invited the community to attend the upcoming ribbon-cutting ceremony.

Councilor Woods thanked all who spoke last week and urged citizens to continue reaching out to the council.

11. Council President Addressing the Council

Council President Beaupre congratulated the Biddeford Police Department for their recent re-accreditation through CALEA. He also discussed developing and implementing a standard for the application and review of non-profit groups ahead of the next budget cycle.

12. Mayor Addressing the Council

Mayor LaFountain thanked all assembled as well as those who spoke at last week's meeting. He discussed the City's response to immigration enforcement since January, reaching out to state and federal authorities in support of an independent investigation into the death of Johan Guerrero, and consulting with municipal organizations, legal experts, and other mayors in cities facing similar issues. The Mayor also asked the City Solicitor and City Manager to detail the City's authority to respond with regard to State and Federal law, and detailed how citizens are empowered to respond at various levels of governance. Mayor LaFountain reaffirmed his commitment to the safety of residents and centering immigrant communities and Guerrero's family in response to the incident.

13. Executive Session -1 MRS 405 (6) - Legal Matter

The Mayor stated that no further business or votes would be taken after the Executive Session.

Motion to enter into Executive Session at 7:02 pm: Council President Beaupre.

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

Motion to exit Executive Session at 7:44 pm: Councilor Lessard.

Second: Councilor Boston.

Vote: Unanimous in favor.

Motion passed.

14. Adjourn

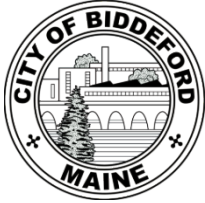
Motion to adjourn: Councilor Lessard.

Second: Councilor Boston.

Vote: Unanimous in favor.

Motion passed.

Council adjourned at 7:44 pm.



City Council

Meeting Date: August 4, 2026

Meeting Time: 6:00 PM

Time:

Agenda Item No: 12.a

Item

2026.114 Fire Department DEA -Compliant Controlled Substance Management

Description: System Purchase

Submitted By: Deputy Chief Steven Kiesman

Key Terms:

Controlled Substance Management System Purchase

PPAEMA — Protecting Patient Access to Emergency Medications Act

Executive Summary:

Purpose: Authorize the purchase of a DEA-compliant controlled substance management system to meet federal PPAEMA and DEA requirements.

Financial Impact: Bound Tree Medical (CompX Safe/NarcID): \$29,899.55. Funding source: Opioid Settlement Grant. **Org 32670 Object 40558**

Procurement: Pursuant to the current **City Purchasing Policy Sec. 2-248 (a)**, a Formal RFP was issued. Two responsive proposals were received. BD Pyxis submitted six exceptions. Bound Tree Medical submitted no exceptions and met all specifications. The City procurement process (**Sec. 2-348 (g) (2)**) would typically allow the City Manager to approve the purchase below \$50,000, because the recommended funding source is the Opioid Settlement fund; the Fire Department is placing the approval in front of the Council. Per City Ordinance **Sec 2-380**, any expenditures from the Opioid Settlement Fund account outside of the Strategic Action Plan or exceeding \$10,000 must be approved by the City Council prior to disbursement.

Recommendation: Award the contract to Bound Tree Medical in the amount of \$29,899.55 as the lowest responsive and responsible bidder meeting all operational and compliance requirements.

Suggested Motion: Move to authorize the City Manager to execute the agreement with Bound

Tree Medical for the purchase and implementation of the CompX Safe/NarclD controlled substance management system in the amount of \$29,899.55 utilizing Opioid Settlement Grant funds **Org 32670 Object 40558**, in which there is a surplus of unallocated funds available.

Detailed Review:

The Fire Department is requesting approval to award the Bid for a DEA-compliant Controlled Substance Management System.

Background and History

The **Protecting Patient Access to Emergency Medications Act of 2017 (PPAEMA)** was signed into law on November 17, 2017, amending the Controlled Substances Act to formally authorize Emergency Medical Services (EMS) agencies to register with the Drug Enforcement Administration (DEA) and manage controlled substances. Final federal regulations were published on February 5, 2026, and became effective on March 9, 2026.

Prior to this legislation, EMS agencies routinely administered controlled medications under state EMS systems. However, there was no clearly established federal framework authorizing EMS agencies to obtain, maintain, and administer these medications independently. The Act formalized EMS authority and established strict requirements for DEA registration, medication procurement, storage, administration, security, and recordkeeping. Importantly, the Act recognizes administration through standing orders (Maine EMS statewide protocols accepted by the service medical director) as well as verbal orders through Online Medical Control (OLMC).

In Maine, EMS agencies operate under a dual regulatory framework. Maine EMS governs licensure, clinical care, and statewide protocols, while the DEA governs the handling, storage, and accountability of controlled substances. Compliance with both systems is mandatory, and where requirements overlap, the more stringent standard must be followed.

Although the Act originated in 2017, Maine EMS agencies did not receive meaningful implementation guidance until recently. Beginning in February 2026, agencies were advised that changes were forthcoming but were instructed by Maine EMS to await formal guidance due to ongoing uncertainty surrounding implementation requirements. Shortly thereafter, the DEA released final federal regulations, effective March 9, 2026. Despite the new federal requirements, Maine agencies continued to receive direction to delay implementation while Maine EMS clarified expectations and operational pathways.

As agencies began preparing for compliance, it became apparent that Maine EMS organizations lacked a clear pathway to complete DEA registration. Simultaneously,

uncertainty remained regarding continued access to controlled medications through existing hospital supply systems. Historically, EMS agencies obtained controlled substances through hospital partnerships. Recently, however, MaineHealth hospitals have taken the position that agencies will be responsible for independently obtaining controlled substances through DEA registration and alternative supply methods, despite federal provisions that may allow for other pathways. Other hospitals in the State quickly followed. This transition creates significant operational and compliance obligations for EMS agencies.

The purpose of this legislation is to prevent the diversion of controlled substances throughout all aspects of EMS operations. Compliance requirements are extensive, highly regulated, and require substantial auditing, documentation, and security oversight. Deputy Kiesman has been actively engaged in statewide efforts with Maine EMS regarding implementation and has been evaluating operational strategies to ensure departmental compliance. While the Department already meets several requirements, additional systems and safeguards are now necessary. Key compliance areas include:

- DEA registration
- Independent ordering and receipt of controlled substances
- Mandatory inventory auditing procedures
- Comprehensive chain-of-custody tracking
- Waste accountability and documentation
- Medication and facility security requirements
- Ambulance security when not under direct personnel supervision
- Policy development and compliance standards
- DEA inspection and audit readiness
- To include immediate production of all medication logs

RFP and Results

Following the issuance of a formal Request for Proposals (RFP), the Department received two responsive bids for a DEA-compliant controlled substance management system. The first proposal was submitted by BD Pyxis in the amount of \$49,494.00. During the evaluation process, BD Pyxis identified six exceptions to the Department's requested specifications, primarily related to the system's inability to adequately support ambulance-based deployment, field medication tracking, and EMS operational workflows.

The second proposal was submitted by Bound Tree Medical, utilizing CompX Safe integrated with the NarclD medication management platform, in the amount of \$29,899.55. Bound Tree's proposal contained no exceptions and fully satisfied the Department's operational, security, chain-of-custody, and DEA compliance requirements.

Based upon the technical evaluation, operational capabilities, compliance with the RFP requirements, and overall cost, the Department recommends that the City Council award the contract to Bound Tree Medical. The proposed solution provides the functionality necessary to support ambulance-based EMS operations while providing substantially greater accountability, automation, and security than alternative systems reviewed and offers the best overall value to the City.

This platform provides substantially greater accountability, automation, and security than alternative systems reviewed. Key capabilities include:

- Full medication tracking from receipt through administration and final disposal
- Automated reporting for inventory, administration, waste, and daily compliance logs
- Tamper detection and alerts
- Two-person authorization for medication waste
- Provider-specific access tracking to medication vaults
- Monitoring of medication movement between station vaults and ambulance storage
- Automated tracking processes that significantly reduce the risk of human error

Alternative systems reviewed lacked critical compliance and security features necessary to meet the operational demands of the new federal requirements. The Department believes implementation of this system will significantly reduce the risk of medication diversion, documentation failures, and compliance deficiencies that could expose the City to substantial financial penalties, jeopardize EMS licensure, or force a reduction in service capability to the Advanced EMT level due to the inability to carry essential controlled medications.

A primary purpose of opioid settlement funding is to strengthen local systems that prevent opioid misuse while expanding access to evidence-based treatment and improving outcomes for individuals experiencing substance use disorders. This project advances those objectives by ensuring that the Fire Department maintains the infrastructure necessary to securely store, track, administer, and document controlled substances used in emergency medical response. While this purchase fulfills a federal compliance requirement, a public benefit is maintaining

and strengthening the community's emergency response infrastructure for individuals affected by opioid use disorder and other substance use emergencies. The system provides critical safeguards against medication diversion while ensuring that life-saving medications remain available, secure, and appropriately managed in accordance with federal law.

For these reasons, the Department respectfully requests the Council's support in using funds from the Opioid Settlement grant to implement this system and ensure continued regulatory compliance, patient safety, and uninterrupted advanced EMS service to our community.

Funding Source:

\$29,899.55. Funding source: Opioid Settlement Grant **Org 32670 Object 40558**

Staff Recommendation:

Staff recommends that the City Council authorize the City Manager to execute an agreement with Bound Tree Medical for the purchase and implementation of the CompX Safe/NarCID Controlled Substance Management System in the amount of **\$29,899.55**, utilizing Opioid Settlement Grant funds **Org 32670 Object 40558**.

The Department conducted a competitive Request for Proposals (RFP) process and received two responsive proposals. Following a comprehensive evaluation, Bound Tree Medical's proposal was determined to provide the best overall value and the only solution that fully satisfied the Department's operational, security, and regulatory requirements. The competing proposal included six exceptions, primarily related to its inability to adequately support ambulance-based operations and field medication tracking.

The recommended system provides secure medication storage, comprehensive chain-of-custody documentation, automated inventory and reporting capabilities, diversion prevention safeguards, and user-friendly functionality designed specifically for EMS operations. These features support compliance with federal Drug Enforcement Administration (DEA) requirements under the Protecting Patient Access to Emergency Medications Act (PPAEMA), applicable state regulations, and departmental operational needs.

Approval of this recommendation will enable the Department to implement a fully compliant controlled substance management system that enhances accountability, reduces the risk of medication diversion, and supports the continued delivery of advanced emergency medical services to the community.

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Next Steps:

Sign purchase agreement, order system, receive and implement

Attachments:

1. 2026.114 Council Order
2. RFP Controlled Substance Management System
3. BD Pyxis - Bid
4. Boundtree Medical - Bid

City of Biddeford



2026.114 IN BOARD OF CITY COUNCIL...August 4, 2026

BE IT ORDERED, that the Biddeford City Council hereby approves the Fire Department DEA -Compliant Controlled Substance Management System Purchase Bid of Boundtree Medical in the amount of \$29,899.55 and allocates funds from the Opioid Settlement Fund **Line item: Org. 32670 Object 40558** for said purchase.

Attest by: _____

**City of Biddeford
Fire Department
Invitation for Bids for
The Supply, and Delivery of a Automated Inventory Control, Tracking,
and Safe system**

The City of Biddeford is seeking sealed bids for the supply and delivery of an Automated Inventory Control, Tracking, and Safe system

I. General Information and Bid Submission Requirements

Bid Delivery

All bids must be delivered to:
Biddeford Fire
Department 152 Alfred
Street Biddeford ME.
04005 Atten: Assistant

Bids must be delivered on or before **07/17/2026 4:00pm**

One original and two copies of the bid should be submitted. Bids must be sealed and marked as follows: “Bid -Biddeford FD tracking system”.

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, and reference form as provided in this RFB.

It is the responsibility of every bidder who receives this bid electronically, to check for any addenda or modification to this solicitation, if they intend to respond. The City of Biddeford accepts no liability to provide accommodation to bidders who submit a response based upon an out-of-date solicitation document.

Bid Signature

A bid must be **signed** as follows: 1) if the bidder is an individual, by them personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Bid Acceptance

The contract award is contingent on availability of funds. The contract award goes to the lowest responsive and responsible bidder. The compensation provided is subject to the availability and appropriation of funds.

Changes and Addenda

If any changes are made to this RFB, an addendum will be issued. Addenda will be posted on the city website under bids and proposals.

Questions about the RFB

Questions concerning this invitation for bids must be submitted in writing no later than **07/10/2026**. Questions may be emailed to Steven.kiesman@biddefordmaine.org Responses will be posted on the City Website under bids and proposals.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the City prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No._" to the address listed in part one of this section. Each modification must be numbered in sequence and must reference the original RFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived, or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

Right to Cancel/Reject Bids

The City of Biddeford reserves the right to cancel this RFB or reject in whole or in part any and all bids, if it is determined that cancellation or rejection serves the best interest of the City of Biddeford. All awards are subject to availability of funds.

Bid Prices to Remain Firm

All bid prices submitted in response to this RFB must remain firm until **10/31/2026**

Unforeseen Office Closure

If, at the time of the scheduled bid opening, the City of Biddeford offices are closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

II. Purchase Description/Scope of Services

Scope of Work

The Agency seeks proposals for a comprehensive electronic controlled substance inventory management and accountability system designed specifically for EMS operations. The proposed system shall support secure storage, tracking, accountability, reconciliation, and reporting for controlled substances in compliance with federal and state regulations.

BID PRICES ARE TO INCLUDE DELIVERY

Supply and Deliver:

All features must be provided installed and complete as noted below:

1. Quantity
 - a. Station supply “safe” x 1
 - b. Ambulance ‘safe” x 4
2. Electronic Chain of Custody
 - a. Complete electronic chain-of-custody tracking for all controlled substances.
 - b. User-specific accountability for every access, transfer, administration, waste, replacement, and disposal event.
 - c. Time-stamped activity logging.
 - d. Electronic audit trails suitable for regulatory review and internal investigations.
 - e. Supervisory oversight and approval workflows.
3. Secure Narcotics Storage Integration
 - a. Support secure controlled substance storage in EMS vehicles, EMS stations and facilities, and supervisor response vehicles.
 - b. Electronic cabinet or safe access controls.
 - c. Credential-based user authentication includes PIN access, RFID/proximity badge access, and/or biometric authentication.
 - d. Automatic logging of all storage access events.
 - e. Configurable access permissions by employee role.
4. Automated Medication Identification & Tracking
 - a. Automated medication accountability through barcode, RFID, or equivalent tracking methodologies.
 - b. Automated medication recognition during stocking and removal.
 - c. Lot number tracking, expiration date tracking, and quantity reconciliation.
 - d. Automated discrepancy detection and prevention of manual entry errors.
 - e. Identification of missing medications, inventory mismatches, incorrect stock placement, unauthorized removals, and expired medications.
5. Fleet & Location-Based Inventory Management
 - a. Vehicle-specific narcotics accountability.
 - b. Real-time visibility of controlled substance inventory by location.
 - c. Multi-unit fleet inventory management.
 - d. Electronic tracking of transfers between EMS vehicles, stations, supervisors, pharmacies, and receiving facilities.

6. Medication Administration & Waste Documentation
 - a. Documentation of medication administration, partial administrations, waste/disposal, and witness verification.
 - b. Replacement stock tracking.
 - c. Interoperability with electronic patient care reporting systems (preferred).
7. Diversion Prevention & Exception Monitoring
 - a. Automated discrepancy detection and exception reporting.
 - b. Missing inventory alerts and unauthorized access notifications.
 - c. Abnormal transaction monitoring and supervisor notifications.
 - d. Preferred analytics for unusual access patterns, repeated discrepancies, excessive medication use trends, and inventory anomalies.
8. Regulatory Compliance
 - a. Support compliance with federal controlled substance recordkeeping requirements.
 - b. Support EMS medication access legislation and secure narcotics storage standards.
 - c. Support state EMS controlled substance regulations.
 - d. Maintain tamper-resistant inventory records and audit-ready reporting.
9. Shift Reconciliation & Inventory Verification
 - a. Shift-level narcotics reconciliation.
 - b. Automated inventory verification.
 - c. Supervisor review capabilities.
 - d. Discrepancy acknowledgement workflows.
 - e. Restocking documentation and replacement medication tracking.
10. Reporting Requirements
 - a. Generate inventory, usage, expiration, chain-of-custody, administration, waste, discrepancy, audit, and vehicle inventory reports.
 - b. Reports exportable to PDF, Excel, and CSV.
11. Notification & Alerting
 - a. Alerts for low stock, medication expiration, unresolved discrepancies, missing medications, incomplete reconciliations, unauthorized access attempts, and required inspections.
12. Security & Data Protection
 - a. Encrypted data storage.
 - b. Role-based access control.
 - c. Comprehensive authentication logging.
 - d. Configurable permissions.
 - e. Secure cloud-hosted and/or local deployment options.
 - f. Data redundancy and backup capability.
13. Vendor Qualifications & Support
 - a. Experience supporting EMS or public safety agencies, with a Representative that is National Registered at Paramedic level to provide experience level implementation.
 - b. Implementation experience with controlled substance accountability systems.
 - c. Training capabilities for administrators, supervisors, and end users.
 - d. Technical support availability.
 - e. Ongoing maintenance and updating service

Exceptions to Specifications

Exceptions to Specifications listed will be provided with BID submission.

Delivery:

Delivery is to be made within an agreed date:

City of Biddeford Fire Department
152 Alfred Street, Biddeford ME. 04005

The City Fire Department staff will inspect the equipment and accessories when delivered to the site, prior to acceptance of the delivery.

Drawings:

Bidder will supply two copies of details of equipment size and functions in as much detail as possible with this RFB.

References

Bidder must submit a complete list of at least three customers in the United States who have the system in operation for at least two (2) years, with contact names and telephone numbers.

Rule for Award

The award will be based off the City of Biddeford's Procurement Policy

Required Documents

Failure to provide the following documents with your bid submittal could result in the rejection of your bid.

- Attachment A – References
- Attachment B – Bid Form
- Attachment C – Exceptions to Specifications

ATTACHMENT A:

REFERENCE FORM

Bidder: _____

RFB Title: _____

Bidder must provide references for:

All current contracts under which the vendor's equipment has been operational for at least two years.

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

attach additional sheets if necessary

ATTACHMENT B: BID FORM

The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the City, to complete all work as specified or indicated in the "REQUEST TO BID: for the supply, delivery of an **Automated Inventory Control, Tracking, and Safe system**, exactly as outlined and detailed in this bid.

Bid Price: _____ **dollars (\$** _____ **)**

BIDDER accepts all the terms and conditions of the Instructions to Bidders.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that: BIDDER has examined copies of all the Contract Documents **and of the following Addenda:**

Date	Number
Date	Number

BIDDER shall submit an itemized list of costs and delivery as outlined
in this bid.

BIDDER agrees that Prevailing Wage Rates if applicable will be paid for the appropriate classification of work.

The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signed: _____ Print Name: _____

Company: _____

Business Address: _____

Email: _____

FAX: _____



Request for Bid

Automated Inventory Control, Tracking, and Safe System for Medications

Prepared Exclusively for Biddford Fire Department

July 23, 2026



Request for Bid – Automated Inventory Control, Tracking, and Safe System for Medications
Prepared Exclusively for Bidderdorf Fire Department

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Cover Letter

Section 1: References and Exceptions

Section 2: Quote and Signed Bid Form

Section 3: Attachments

Request for Bid – Automated Inventory Control, Tracking, and Safe System for Medications
Prepared Exclusively for Bidderd Fire Department

Cover Letter

July, 2026

Bidderd Fire Department
Attn: Deputy Chief Steven Kiesman

Dear Deputy Chief Kiesman,

The Bidderd Fire Department operates in an environment where accountability for controlled substances is not just a regulatory expectation, it is a matter of public trust. With the DEA's final rule under the Protecting Patient Access to Emergency Medications Act (PPAEMA) now in effect as of March 9, 2026, EMS agencies across the country are navigating new federal requirements for medication storage, security, inventory management, and recordkeeping. We understand what is at stake, and we believe we have the right solution to help your department meet these obligations with confidence.

CareFusion Solutions, LLC, a wholly-owned subsidiary of Becton, Dickinson and Company (BD), is pleased to submit this bid for the supply and delivery of an automated inventory control, tracking, and safe system for medications. We are proposing the BD Pyxis MedBank Tower as your station supply medication safe. This system was designed with EMS and Fire departments in mind, providing secure controlled substance storage, electronic chain of custody tracking, automated discrepancy reporting, and near real-time inventory visibility, all without the burden of paper documentation.

For your department, that means a system that logs user access and medication transactions with time-stamped records, and generates the audit-ready reports your supervisors and regulators need, while giving your personnel a fast and intuitive experience at the cabinet. The MedBank Tower runs on a cloud-based platform that requires minimal IT infrastructure and can be deployed quickly, so your team spends less time on implementation and more time focused on patient care.

We want to be straightforward with you: there are elements of this RFB, specifically the ambulance-mounted medication safes and mobile vehicle tracking, that fall outside the validated design of the MedBank Tower. It is a fixed-facility solution built for EMS stations, not vehicles. We have documented these exceptions clearly in Attachment C, and we welcome the opportunity to discuss how the station-based solution can anchor a broader accountability framework for your department. BD has successfully implemented controlled substance accountability systems for EMS customers and is committed to supporting the Bidderd Fire Department through every phase of this project, from installation and training to ongoing technical support available around the clock.

We appreciate your consideration and look forward to the opportunity to serve your department.

Respectfully submitted,

Katie Furze
Account Executive - Alternate Sites
Katherine.Furze@bd.com
856.617.7219

Marcos Marcou
Senior Contract Consultant
Marcos.Marcou@bd.com
619.900.1491





Section 1: References and Exceptions

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ATTACHMENT A:

REFERENCE FORM

Bidder: CareFusion Solutions, LLC

RFB Title: The Supply and Delivery of an Automated Inventory Control, Tracking, and Safe System for Medications

Bidder must provide references for:

All current contracts under which the vendor's equipment has been operational for at least two years.

Reference: Loudoun County Fire & Rescue
Contact: Jason Dice, Captain
Address: 801 Sycolin Rd SE, Leesburg, VA 20175
Phone: Cell: 240-285-8360; Work: 571-233-0338
Fax: N/A
Description and date(s) of supplies or services provided: Medbank MedFlex 1000; Purchased equipment 6/2025

Reference: Air Methods Corporation

Contact: John Fisher
Address: 150 Hatch Road Potsdam, NY 13676
Phone: (860) 866-8341
Fax: N/A
Description and date(s) of supplies or services provided: Medbank user since 2019

Reference: Center for Sports Medicine and Orthopedic Surgery Center
Contact: Amy Smith
Address: 7450 Tyner Road Chattanooga, TN 37421
Phone: 432-698-6871
Fax:

Description and date(s) of supplies or services provided: Medbank user since 2023

attach additional sheets if necessary

ATTACHMENT C: Exceptions

1. Quantity

- b. Ambulance "medication safe" x four (4)

BD Exception: BD cannot fulfill the requirement for ambulance-mounted medication safes (Qty 1b – 4 units) as the product is not designed, tested, or intended for mobile EMS vehicle deployment.

3. Secure Narcotics Storage Integration

- a. Support secure controlled substance storage in EMS vehicles, EMS stations and facilities, and supervisor response vehicles.

BD Exception: MedBank's intended use is in a clinical setting and requires wired network and fixed power.

- c. Credential-based user authentication includes PIN access, RFID/proximity badge access, and/or biometric authentication.

BD Exception: MedBank's supported authentication methods include: BioID biometric fingerprint login and badge barcode login. The device supports physical tokens (badge access) and biometric controls. However, this badge access is specifically **badge barcode** (not RFID/proximity).

4. Automated Medication Identification & Tracking

- a. Automated medication accountability through barcode, RFID, or equivalent tracking methodologies.

BD Exception: BD Pyxis™ MedBank™ supports barcode-based medication identification via an integrated barcode scanner on the MedBank™ cabinet. NDC and medication ID are automatically populated through barcode scanning at the point of issue and restock, and quantity reconciliation is automated through system countback workflows.

BD Pyxis™ MedBank™ does not support RFID-based tracking. Additionally, while lot number, expiration date, and container number are captured as part of the restocking workflow, these fields currently require manual user entry at the cabinet and are not automatically parsed from a single barcode scan. As such, full automated barcode parsing of all medication identifiers is not available at this time.

5. Fleet & Location-Based Inventory Management

- d. Electronic tracking of transfers between EMS vehicles, stations, supervisors, pharmacies, and receiving facilities.

BD Exception: The BD Pyxis™ MedBank™ system optimizes medication management in outpatient settings, long-term care settings, EMS stations, base facilities, and stationary supervisory locations. Multi-cabinet communication is supported within a facility, but EMS fleet/vehicle-specific tracking across mobile units is not supported

13. Vendor Qualifications & Support

- a. Experience supporting EMS or public safety agencies, with a Representative that is National Registered at Paramedic level to provide experience level implementation. (preferred)

BD Exception: BD does not have an NPR representative. The implementation team has experience successfully implementing Medbank for EMS customers.

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Section 2: Quote and Signed Bid Form



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Customer Order Summary

Customer Order Summary: MMS-34754

Customer Order Date: 06-01-2026

Pricing stated is offered by CareFusion

Pricing stated is offered by CareFusion for acceptance by Customer until 08-30-2026

Sales Associate: Katherine Furze

Email: katherine.furze@bd.com

Phone Number: (856) 617-7219

Customer Information Sold To	Ship To	Bill To
Legal Name: CITY OF BIDDEFORD FIRE DEPARTMENT DBA: CITY OF BIDDEFORD FIRE DEPARTMENT Street Address: 152 ALFRED ST City, St, Zip: BIDDEFORD ME 04005-3249 Customer No.: 10294267	Name: CITY OF BIDDEFORD FIRE DEPARTMENT Street Address: 152 ALFRED ST, BIDDEFORD, ME 04005-3249 City, St, Zip: BIDDEFORD ME 04005-3249 Customer No.: 10294267	Same as (Circle) Sold To: Ship To:

Customer Orders. Effective as of the date of both signatures below ("**Effective Date**") this Customer Order is entered by and between Carefusion and Customer as separate and distinct agreements (combined for administrative convenience) for (i) the purchase or acquisition of the Products listed in the Product Schedule attached hereto and incorporated by this reference (each, a "**Product**" and, collectively, the "**Products**"); and (ii) Services applicable to the Products (collectively, the "**Customer Orders**"). The Customer Orders shall be governed by the latest Master Agreement and Schedule(s) applicable to the Products and Services and in effect between the Parties ("**Master Agreement**"). Notwithstanding the foregoing, if applicable to the Products hereunder, (a) a reference to "**Master Agreement**" will alternately refer to the latest Master Purchase Terms and Conditions or Master Support Terms and Conditions, and (b) Customer Order shall alternately mean "Purchase Agreement" or "Support Agreement".

This Customer Order is not a binding contract and CareFusion is not obligated to ship products or perform services until all of the following have occurred prior to the expiration date of this Customer Order, unless otherwise agreed in the Customer's Master Agreement: (a) Customer's execution of this Customer Order; (b) Customer's issuance of a purchase order that references this Customer Order; and (c) CareFusion's countersignature of this Customer Order. Any signatures provided before the customer has executed this Customer Order and issued a purchase order referencing it shall not, by itself, create a binding contract or obligate BD to proceed.

Purchase Orders. Customer is responsible for promptly notifying CareFusion of any changes to its purchasing systems or PO requirements that could affect order processing, invoicing, or payment. Customer must maintain active, valid, and sufficiently funded purchase orders and issue new or replacement POs when funds are exhausted or POs expire.

replacement POs when funds are exhausted or POs expire.

Configurations. Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached here to ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.



Will a Purchase Order be required for payment of the financial obligation proposed under this

Customer Order? (Please Circle)

Yes No

Rental PO#:

Support PO#:

Name:

Street Address:

City, St, Zip:

Customer Email:

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Purchase Customer Order and the separate Support Customer Order.

CITY OF BIDDEFORD FIRE DEPARTMENT

CAREFUSION SOLUTIONS, LLC
ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130

Sign:

Sign:

Print:

Print:

Title:

Title:

Date:

Date:

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.

Product Schedule

Customer Order: MMS-34754

Customer Order Date: 06-01-2026

Quoting stated is offered by CareFusion for acceptance by Customer until 08-30-2026

Sales Associate: Katherine Furze

Email: katherine.furze@bd.com

Phone Number: (856) 617-7219

Sold To: CITY OF BIDDEFORD FIRE DEPARTMENT 10294267
Ship To: CITY OF BIDDEFORD FIRE DEPARTMENT 10294267

PO: GPO914 - NOT APPLICABLE

Products				Purchase Terms				Rental Terms				Support Terms			
				Purchase Fees				Monthly Rental Fee				Monthly Support Fee			
Product ID	Product Name	Rx/Prs	P.Drws	Tr.Type	QTY	List Price	Net	Extended	List Price	Net	Extended	List Price	Net	Extended	

1145-00	Medbank Tower Main, 8HH-1FH-2FM	NEW	9		1	\$36,500.00	\$36,500.00	\$36,500.00	\$0.00	\$0.00	\$0.00	\$45.00	\$45.00		\$45.00
139077-01	BD Pyxis Medbank Facility Concierge Imp	NEW			1	\$3,019.00	\$3,019.00	\$3,019.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
139405-01	BD Pyxis Medbank Shipping Fee - Large	NEW			1	\$1,155.00	\$1,155.00	\$1,155.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
139090-01	BD Pyxis Medbank Facility Software				1	\$0.00	\$0.00	\$0.00	\$102.00	\$102.00	\$102.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:				\$40,674.00				\$102.00				\$45.00			

Total Purchase Fees: \$40,674.00
Total Monthly Rental Fees: \$102.00
Total Monthly Support Fees: \$45.00
One-Time Fees: \$0.00

All fees mentioned are in US\$

Customer Initials: _____



Support Level: Basic / Standard 24h
Rental and Support Term: 60 months

Email: marcos.marcou@bd.com

Company: CareFusion Solutions, LLC

marcos marcos

Designed by:

or legal entity.

classification of work.

bid. this

Number

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER accepts all the terms and conditions of the Instructions to Bidders.

Bid Price: \$49,494.00 dollars

system, exactly as outlined and detailed in this bid.

TO BID: for the supply, delivery of an Automated Inventory Control, Tracking, and Safe

The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an

ATTACHMENT B: BID FORM



Section 3: Attachments

Tax Compliance Certificate, and Product information provided for your convenience

CONFIDENTIAL AND PROPRIETARY.
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All other trademarks are the property of their respective owners. ©2026 BD. All rights reserved.



State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is herunto affixed and of the records of qualification of foreign limited liability companies in this State and annual reports filed by the same.

I further certify that CAREFUSION SOLUTIONS, LLC, a DELAWARE limited liability company, is a duly qualified foreign limited liability company under the laws of the State of Maine and that the qualification to conduct activities in this State was filed on February 6, 2017.

I further certify that said foreign limited liability company has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the qualification to conduct activities in this State and that according to the records in the Department of the Secretary of State, said foreign limited liability company is a legally existing limited liability company in good standing under the laws of the State of Maine at the present time.

In testimony whereof, I have caused the Great Seal of the State of Maine to be herunto affixed, given under my hand at Augusta, Maine, this sixteenth day of July 2026.

Shenna Bellows
Shenna Bellows
Secretary of State



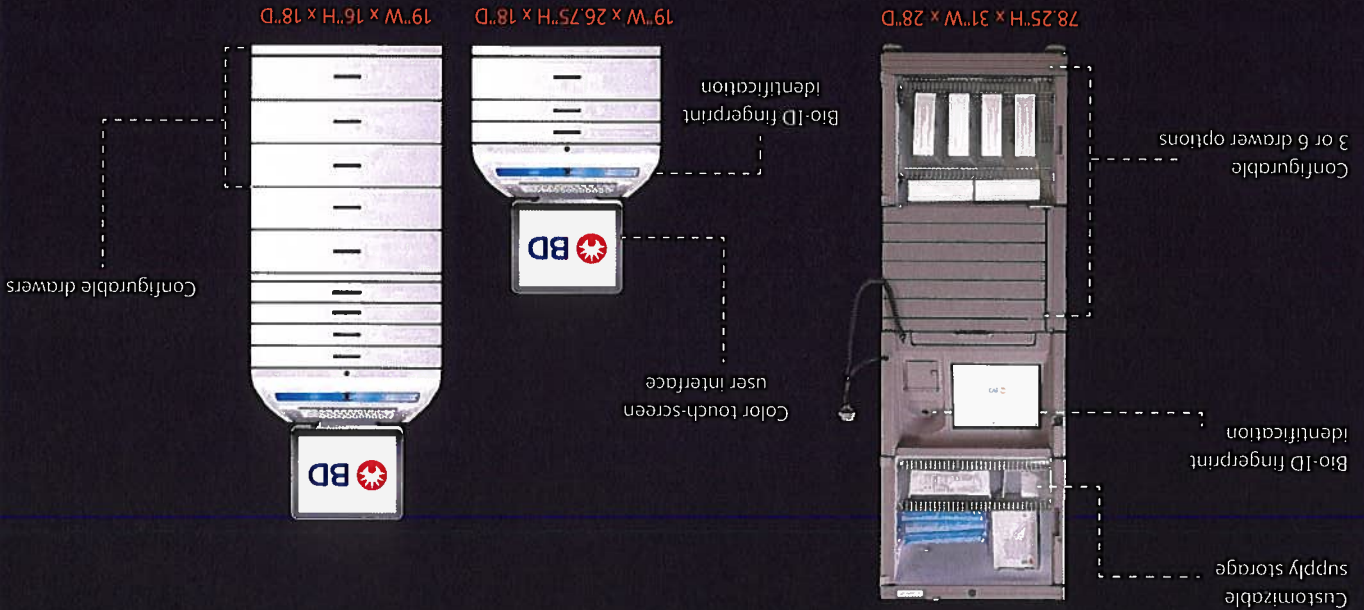


BD Pyxis MedBankTM Solutions
for EMS & Fire



BD Pyxis MedBank Solutions

Customized hardware with the flexibility to meet your facilities' needs



Features and Benefits

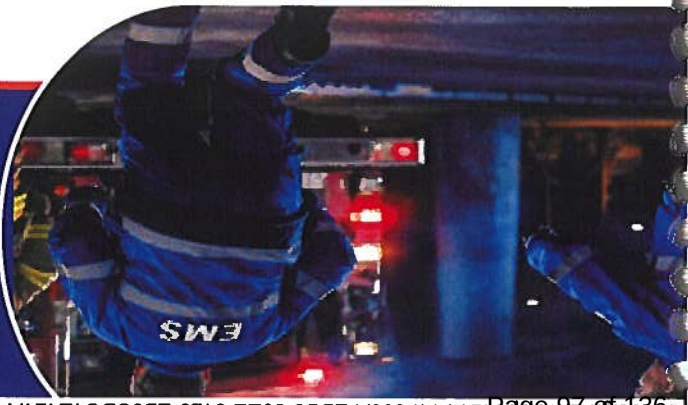
- 01 Medication Safeguards**
Secure single med access features including CUBIE® pockets and Bio-ID fingerprint identification
- 02 Electronic Logbook**
Electronic inventory tracking and reporting eliminates the need for paper documentation
- 03 Discrepancy Management**
Automatic reports help to quickly identify discrepancies and reduce diversion risk
- 04 Inventory Management**
Set par levels to reduce waste and improve medication availability

Contact us to get started
Email: bd.mms@bd.com

Manufactured by: CareFusion 303, Inc., a wholly-owned subsidiary of Becton, Dickinson and Company (BD)
10020 Pacific Mesa Blvd. San Diego, CA 92121, U.S.

bd.com





Logship EvidencelD: 714f650A-EDB3-80EE-8129-EB0CDDC4E421A

Background

Medication management has experienced increased attention over the years, and regulatory efforts have also increased to ensure that patients receive the right medication at the right time. This focus on medication management has made its way through various care settings, such as acute and post-acute care, and now has gained further traction in pre-hospital Emergency Medical Services (EMS) settings.

EMS is integral to healthcare delivery and essential for early response to medical emergencies. It has been reported that in 2024 there were over 60 million calls.¹ The diversity of response modalities (ground, air, etc.), combined with the wide variation in agency structures and medical oversight models, has created a need for more modern, consistent regulatory guidance. In response to this evolving landscape, federal EMS regulations relating to controlled substances, have recently been updated to better support operational realities, strengthen patient safety, and ensure clearer accountability across the system.

The Protecting Patient Access to Emergency Medications Act (PPAEMA)

The Protecting Patient Access to Emergency Medications Act (PPAEMA) which is embedded in the Controlled Substances Act (CSA), aims at standardizing processes for Emergency Medical Services (EMS) providers.² The DEA's final rule was issued on February 5, 2026 and became effective on March 9th, establishing clear federal requirements for EMS agency registration, medication storage and security, authorization to administer drugs, inventory management, and recordkeeping to support audit

Automated Dispensing Cabinets for Medication Safety and Compliance

Under PPAEMA, EMS agencies are now recognized as DEA-registered entities with a dedicated registration framework to provide federal authority and responsibility for the management of controlled substances. Agencies may store controlled substances in securely locked cabinets, safes, or automated dispensing vehicles at designated sites or actively in service. EMS personnel may carry controlled substances during emergency responses, with medications returned to approved secure storage when not in active use.¹

PPAEMA also reinforces robust recordkeeping requirements aligned with those used in other clinical care settings. EMS agencies must maintain detailed, readily retrievable records documenting the acquisition, transfer, disposal, and delivery of controlled substances, including required transaction details to support DEA oversight and diversion prevention.¹

These changes bring EMS practices in line with those used in other clinical care settings, with the DEA overseeing compliance and enforcement. Additional information is available from the DEA, which is responsible for oversight and enforcement of PPAEMA.

ADC Technology Can Help

Automated Dispensing Cabinets (ADCs) offer EMS providers an effective way to store and track medications and their use is supported by professional organizations like the Institute for Medication Safe Practices.³ With updated regulations and the increased use of medications in pre-hospital settings, ADCs are proven to assist in the day-to-day storage, and security of medications, particularly controlled substances where diversion risk might be a concern.⁴

The implementation of ADCs has several advantages and safety benefits including improved efficiency, a reduction in medication errors during the dispensing phase, and near real-time medication tracking and record-keeping to monitor inventory and deter drug diversion.³ As medication management evolves, adopting ADCs

BD is a global leader in medication management, and our solutions may help you meet these new and upcoming regulatory compliance requirements. BD Pyxis™ MedBank™ automated dispensing solution is an automated dispensing cabinet technology designed for smaller facilities outside of the hospital.



Key Features

- Configurable hardware options to match the volume and structure of EMS clinical operations.
- Offers a wide variety of local and enterprise-wide inventory and usage reports.
- A cloud-based system utilizing minimal IT resources and is quick to deploy.

Key Benefits

- Supports safe & secure medication storage with patented CUBE™ technology by limiting access of personnel based on security permissions.
- Ability to store and track medications at an EMS station, a centralized EMS pharmacy supporting standalone stations or a centralized station model.
- Automates inventory management and provides documentation for audits.
- Discrepancy reporting supported by automated reports, audible alerts and diversion control safeguards.
- Near real time inventory and waste tracking.



References:

Federal Register. Registering emergency medical services agencies under the Protecting Patient Access to Emergency Medications Act of 2017. Published February 5, 2026. Last accessed April 9, 2026. <https://www.federalregister.gov/documents/2026/02/05/2026-2288/registering-emergency-medical-services-agencies-under-the-protecting-patient-access-to-emergency>

U.S. Centers for Disease Control and Prevention. Protecting Patient Access to Emergency Medications Act. Published May 15, 2024. Last accessed January 13, 2025. <https://www.cdc.gov/php/php/publications/protecting-patient-access-to-emergency-medications-act.html>

Institute for Safe Medication Practices. Guidelines for the Safe Use of Automated Dispensing Cabinets

Black A, Tribble D, Strumpf J, et al. Impact of Automated Dispensing Solutions in Long-Term Care Facilities and Closed-Door Pharmacies: A Mixed Methods Study of Medication Management. *Journal of the American Pharmacists Association*. 2024;64(3):102065-102065. <https://doi.org/10.1016/j.japh.2024.102065>

Manufactured by:

CoreFusion 303, Inc., a wholly-owned subsidiary of Becton, Dickinson and Company (BD)

2020 Pacific Mesa Blvd, San Diego, CA 92121, U.S.

BD PYXIS™ MEDBANK – STANDARD TERMS AND CONDITIONS

Effective as of the date of both signatures below ("Effective Date"), this agreement ("Master Agreement") is entered by and between Carefusion Solutions, LLC, a wholly owned subsidiary of Becton, Dickinson and Company, including its wholly owned affiliates, ("we" or "CFN" or "Carefusion") and the legal entity identified in the signature block, below ("Customer") (each, a "Party" and, collectively, the "Parties"). This Master Agreement shall govern CFN's provision of, and Customer's acquisition of, BD Pyxis™ MedBank equipment (the "Equipment"), software, and services, support or other services (collectively, "Services") set forth in an agreement executed by the Parties (each, a "Quote" or "Customer Order" and collectively with the Master Agreement shall be the "Agreement"). Any reference to a "Master Agreement" on a Quote for BD Pyxis™ MedBank equipment, software, or related services shall mean these terms and conditions. Additional or conflicting terms (whether included in a purchase order or otherwise) do not amend or modify the Agreement. A CUSTOMER ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NON-REFUNDABLE.

1. **Products and Services.** The products ("Products"), software ("Software") and services ("Services"), purchased under the Agreement, are detailed in the Customer Order and described in all applicable user guides, technical specifications, product security white papers that apply to the Products, Software and Services purchased under the Agreement (the "Documentation").

2. **Equipment Terms.** Title to the Equipment will remain with CFN indefinitely in cases where the Customer Order calls for a lease or rental and until payment of the purchase price in cases where the Customer Order calls for a purchase. In the case of a lease or rental, you agree to maintain the Equipment in accordance with the Documentation and bear the risk (and expenses) of loss and damage for any cause from delivery until the Equipment is returned to CFN at the end of the lease or rental term.

3. **Pricing; Shipping; Payment Terms.** Each Customer Order includes prices, fees and other specific terms and conditions for the Equipment and Software (collectively, the "Products") and Services. Equipment that is shipped directly from CFN will ship to the facility designated in each Customer Order, F.O.B. Origin, with freight charges and insurance being paid by CFN and added to the invoice. Payment terms are Net 30 from the date of your receipt of the invoice, which invoices shall be sent no later than 30 days after the applicable Term Begin Date; fee-based credit cards are accepted if approved in advance by CFN. You are responsible for all taxes and assessments levied against the Products, including, without limitation, withholding or value added taxes, and personal property taxes imposed on CFN as the Equipment lessor. CFN will not collect sales tax if you provide CFN with written evidence of exemption.

4. **Software License Terms and Restrictions.** CFN grants Customer a nonexclusive, nontransferable, limited license to use the Software and Documentation licensed solely in connection with Products purchased/rented under the Agreement and only in conjunction with your internal business purposes, provided that all licensing of third party software will be subject to the terms of any third party software terms included in the Documentation, and subject to payment of applicable fees. During the Agreement Term, you may access and use, and may permit Users to access and use, the Software in the ordinary course of your business at your "location" or "ship to facility" identified in the Customer Order, or as otherwise agreed to by the Parties (each such location, a "Facility"). "Users" shall mean those Customer employees, agents, consultants and similar personnel, or Customer's clients who Customer authorizes to use and access Software. Customer shall maintain responsibility for all obligations and ensuring compliance with the terms and conditions of the Agreement, including with respect to all Users. From time to time, CFN may add, modify, discontinue, condition the use of, and otherwise change elements of Software, but will not materially lessen core features or functions. You shall not, and shall not permit any User to: (i) circumvent or bypass any technological protection measures in or relating to a Product; (ii) decompile, disassemble, decrypt, hack, emulate, exploit, or reverse engineer or otherwise attempt to obtain or perceive the source code of Software; (iii) modify or create any derivative work from Software; (iv) copy, publish, display, import, distribute, or lend Software or Documentation; (v) enable access to Software by a third-party software application, except as expressly authorized by CFN in writing; (vi) remove, alter or obscure any proprietary notice or legend from a Product or Documentation; (vii) permit use of a Product by any person not qualified or not authorized to do so; or (viii) use a Product in violation of any law or regulation.

5. **Data Security and Rights.**

a. During the Term, CFN will maintain a written information security program of policies, procedures and controls governing the processing, storage, transmission and security of Customer Data (the "Security Program"). The Security Program

includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. CFN updates the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, although no such update will materially reduce the commitments, protections or overall level of service provided to Customer as described herein.

b. CFN's information security policies shall be documented and communicated to personnel, contractors, and third parties with access to Customer Data, including appropriate remittances for non-compliance, and are available at <https://cybersecurity.bd.com/?ga=2.254414920.1133650491.16342222395-1074638392.1514910707>.

c. CFN shall perform risk assessments with the objective to regularly test, assess and evaluate the effectiveness of the Security Program supporting the Software. CFN shall have the risk program audited annually by an independent third-party in accordance with Section 5(d) below.

d. CFN shall use commercially reasonably efforts to establish and maintain sufficient controls to meet certification and attestation for the objectives stated in ISO 27001, ISO 27018, SAE 18 / SOC 1 and SOC 2 Type 2 (or equivalent standards) for the Security Program supporting the Software. Commencing on January 1, 2023, CFN shall, at least once per calendar year, obtain an assessment against such standards and audit methodologies by an independent third-party auditor and, upon request make the executive reports available to the Customer.

e. Any data center facilities include (1) physical access restrictions and monitoring; and (2) fire detection and fire suppression systems both localized and throughout the data center floor. The systems, machines and devices include (1) physical protection mechanisms; and (2) entry controls to limit physical access.

f. CFN shall use NIST 800-88 industry standard (or substantially equivalent) destruction of sensitive materials, including Customer Data, before such media leaves CFN's data centers for disposition.

g. CFN conducts regular security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, CFN will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with CFN's then-current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in all production systems.

h. CFN updates antivirus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.

i. CFN uses industry standard encryption to encrypt Customer Data in transit over public networks to the Software.

j. Software patches are regularly made available to Customers to address known vulnerabilities.

k. Software shall not contain viruses, malware, worms, date bombs, time bombs, shut-down devices, that may result in, either: (a) any inoperability of the Software; or (b) any interruption, interference with the operation of the Software (collectively, "Illicit Code"). If the Software is found to contain any Illicit Code that adversely affects the performance of the Software or causes a material security risk to Customer Data, CFN shall, as Customer's exclusive remedy, use commercially reasonable efforts to remove the Illicit Code or to advise and assist Customer to remove such Illicit Code.

l. CFN maintains a disaster recovery related plan for CFN-hosted Products and Services that is consistent with industry standards for the Software.

m. CFN monitors, analyzes, and responds to security incidents in a timely manner in accordance with CFN's standard operating procedure. CFN's security group will escalate and engage response teams as may be necessary to address a security incident. CFN will report to Customer any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data (a "Breach") without undue delay following determination by CFN that a Breach has occurred. As information is collected or otherwise becomes available, CFN shall provide consequences of the Breach to allow Customer to notify relevant parties, including affected individuals, government agencies, and data protection authorities in accordance with data protection laws. Customer will cooperate with CFN by providing any information that is reasonably requested by CFN to resolve any security incident, including any Breaches, identify its root cause(s), and prevent a

recurrence. Customer is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted parties and for providing such notice.

n. This Section 5 does not apply to: (a) information shared with CFN that is not Customer Data; (b) data in Customer's VPN or a third-party network; and (c) any data processed by Customer or its users in violation of the Agreement.

o. CFN may access and use Customer Data: only to provide Products, Support, and Implementation Services; (ii) to improve Products and to develop new Products to improve the delivery, quality, or safety of healthcare; (iii) for benchmarking; and (iv) for aggregate analysis. Notwithstanding the foregoing, CFN may only use or disclose PHI in accordance with Section 15. If Customer Data contains PHI, then CFN will use such Data in conformance with the Privacy Rules.

6. **Service and Support.** Support and Services purchased under Customer Orders are provided in accordance with the descriptions and conditions in **Schedule A**. CFN provides Support during the Term subject to Customer's payment of the applicable fees, and CFN may increase the Monthly Support Fees, if any, stated on the Customer Order for the Products, once every twelve (12) months by no more than the Consumer Price Index for medical care plus two percent (2%), provided the increase will be effective (i) upon at least ninety (90) days' written notice to Customer and (ii) as of the anniversary date of the initial Term (as defined under **Section 16**, below) stated on the Customer Order. Only CFN's designated service technicians may service, perform maintenance that is not expressly required to be performed by Customer, or repair the Equipment. After termination or expiration of any Support plan Customer may purchase an extended service plan and, if Customer chooses not to purchase such plan, then Customer will be responsible for charges for Services on a time and material basis. Support is not assignable by Customer and shall not pass to the benefit of any eventual transferee of the Equipment from Customer. Customer shall cooperate with CFN in providing Support, including by ensuring that the system requirements specified in the Documentation are satisfied, with such system requirements condition of Implementation Services. If Customer at any time fails to pay any fees for either Service or Support, as applicable, and does not dispute the fees reasonably and in good faith, then, on not less than 30 days' notice, CFN may cease providing such Service or Support for so long as the fees remain unpaid.

7. **Implementation Services.** Products will be implemented pursuant to the option set forth in the Customer Order. The Implementation Service options are described in **Schedule A**. Each Party shall use reasonable efforts to fulfill its responsibilities, conduct its activities, and provide its deliverables as specified in the Implementation Services, including providing any resources (including technology and physical environment) and with all necessary permits and free of obstructions, in each case as specified in the Documentation. Acceptance will be deemed to occur upon completion of the Implementation Services, and Customer will provide CFN with written acknowledgment of Acceptance.

8. **Updates and Upgrades.** Updates, Upgrades, Upgrades, Upgrades and any other revisions to third party software are not provided by CFN. Customer must remain within the last two (2) software versions to continue to receive Support. In the event Equipment is required to be upgraded to support the installation of Updates and Upgrades, the Customer shall be responsible for the purchase of such Equipment.

9. **Customer Responsibilities.** You shall (i) maintain virus and malware protection and operating system security updates to network connected computing systems which run Software and for backing up any information generated by the Equipment; (ii) maintain a safe work environment in connection with our provision of Service and/or Support; (iii) provide high-speed internet access and firewall modifications to enable connectivity for Support, if applicable; and (iv) not move or transfer Products from a Facility without providing CFN with reasonable prior written notice of such move or transfer. Remote support service ("RSS") is required to provide support for security patches and assistance with cybersecurity incident response. If Customer chooses not to allow RSS to connect, security patch management and cybersecurity incident response will be the sole responsibility of Customer. RSS for requests received outside of working hours in the continental United States may be provided from locations outside of the United States, including Malaysia and Canada. Notwithstanding the foregoing, the Data Security protections set forth in Section 5 shall apply to such Support.

10. **Term; Termination; Effect of Termination.** The Agreement will remain in effect until terminated and will remain in effect thereafter with respect to any Customer Order entered into prior to the effective date of termination. If a Customer Order does not include an expiration date, the Customer Order shall terminate concurrently with and on the terms set forth in the Agreement. Customer Orders that include an expiration date shall automatically renew for an additional 1 year term, and shall be subject to all applicable charges, unless Customer notifies CFN in writing, at least 60 days prior to

Ver. 20220622

the expiration of the then current term that it does not wish to extend the term. Either party may immediately terminate any Customer Order and the Agreement, as its sole remedy, if the other Party's key personnel is convicted of an offense related to health care or listed by a federal agency as being debarred, excluded, or otherwise ineligible for federal healthcare program participation. Either Party may terminate any Customer Order if the other Party materially breaches such Customer Order and, except with respect to a payment breach, fails to cure such breach within 30 days after notice of the breach. The termination or expiration of the Agreement shall not terminate any Customer Order between CFN and Customer, and any such Customer Order shall survive the expiration or termination of the Agreement, according to its terms and shall be subject to the applicable terms and conditions of the Agreement for the term of such Customer Order. Termination of the Agreement or any Customer Order will not release a Party from any liability that exists at the time of termination or that accrues thereafter with respect to any act or omission before termination. If previously-installed Pyxis™ products are being upgraded or subject to new terms and conditions under this Quote, then the previously-applicable terms and conditions, including payment terms, for those products shall remain in full force and effect until the Term Begin Date of this Quote, unless otherwise agreed to in writing by the Parties.

obligations hereunder related to death or bodily injury; (ii) a Party's fraud, gross negligence or willful misconduct; and (iii) breaches of confidentiality obligations. Notwithstanding the foregoing, the total aggregate liability of CFN for claims arising out of CFN's failure to comply with its obligations of confidentiality and data security under the Agreement (other than with respect to claims arising from CFN's gross negligence or willful misconduct, for which CFN's liability will be uncapped), shall be limited to \$200,000.

15. **Business Associate Terms.**

a. **Permitted Uses and Disclosures by Business Associate.** In the performance of its obligations under the Agreement, CFN will receive PHI from or on behalf of Customer. CFN shall not use or further disclose PHI except:

(i) Business associate may use or disclose protected health information as necessary to perform the services set forth in the Agreement; or

(ii) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached; or

(iii) Business Associate may use or disclose PHI as otherwise expressly permitted in writing by Covered Entity; or

(iv) Solely to the extent permitted by 45 C.F.R. §164.514, Business Associate shall de-identify PHI and use such de-identified PHI only as permitted by law and in a manner that would not violate the HIPAA Rules and the Agreement; or

(v) If CFN provides data aggregation services to Customer, CFN may use PHI to provide Data Aggregation services to Customer as permitted by the HIPAA Rules.

b. **Minimum Necessary.** In conducting functions and/or activities under the Agreement that involve the use and/or disclosure of PHI, CFN shall make reasonable efforts to limit the use and/or disclosure of PHI to the minimum amount of information necessary to accomplish the intended purpose of the use or disclosure.

c. **Protection of PHI.** CFN shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the Agreement.

d. **Reporting.** CFN shall promptly and without undue delay report to Customer any Breach, Security Incident, or improper Use or Disclosure of PHI as required by the HIPAA Rules and applicable State law. Notwithstanding the foregoing, no report shall be required for unsuccessful attempts at unauthorized Access, Use, Disclosure, modification, or destruction of PHI or unsuccessful attempts at interference with systems operations in an information system, which shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service and any combination of the above with respect to Business Associate's information systems, unless such incident appears to be an attempt to obtain unauthorized access, use or disclosure of Covered Entity's electronic PHI.

e. **Mitigation.** CFN shall mitigate, to the extent practicable, any harmful effect that is known to CFN of a use or disclosure of PHI by CFN in violation of the Agreement.

f. **Subcontractors and Agents.** CFN agrees to ensure that any subcontractors and agents to whom it provides PHI received from, or created, or received by, CFN on behalf of Customer agree in writing to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Rules that apply through the Agreement to CFN with respect to such information in accordance with such rules.

g. **Accounting to HHS.** CFN shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services (the "Secretary"), in a time and manner designated by Customer or the Secretary, for the purpose of the Secretary determining Customer's compliance with the HIPAA Rules.

d. **IP Rights.** CFN owns or has rights to all Intellectual Property embodied or embedded in, or practiced by, the Products, Documentation, or CFN Data, and all rights therein. No services, including design technical support or advisory services, will be performed as works made for hire, and CFN retains full rights to design or market the same or similar designs for other customers. If Customer provides feedback on Products or ideas for new products, CFN may use and commercialize such feedback and ideas in any way and for any purpose.

14. **Indemnification; Limit of Liability.**

a. **General.** CFN shall defend against and indemnify the other Party for any loss, damages, or liability, including reasonable attorneys' fees, resulting from any third party claim ("Claim") to the extent arising from CFN's negligence or willful misconduct or breach of its representations, warranties and covenants under the Agreement; provided, however, that such obligation shall not apply to claims arising from the negligence or willful misconduct of any healthcare professional in performing services in a healthcare facility owned or operated by Customer. Customer shall give prompt notice of the Claim to CFN; however, any delay in giving notice will not excuse CFN's obligations under this section, except to the extent Customer has been prejudiced by the delay. Customer shall cooperate with CFN in the defense of the Claim and in any settlement of the Claim.

b. **Infringement.** CFN shall defend Customer against any Claim that CFN's manufacture or sale of a Product infringes any patent or copyright of such person enforceable in the U.S. or misappropriates any trade secret of such person ("Infringement Claim"). On the occurrence of any Infringement Claim, or in the event CFN believes an Infringement Claim is likely, CFN may, at its option (i) modify the Product to make it non-infringing, or substitute functionally equivalent hardware or software; or (ii) obtain a license to the applicable third-party Intellectual property rights; or (iii) refund the purchase price of the Product in question.

c. **CFN will have no obligation or liability to the extent the Infringement Claim arises from:** (i) the combination or use of the Product with products, services, hardware, software, technology, data or other materials not furnished or approved by CFN; (ii) modification of the Product, except as expressly authorized by CFN in writing; or (iii) use of the Product other than in accordance with the Documentation, in violation of the Customer Order or applicable laws, or after notice from CFN that Customer should cease use of the Product. The obligations set forth in this section will constitute CFN's entire liability and Customer's sole remedy for any actual or alleged Infringement Claim.

d. **NO PARTY WILL BE LIABLE TO THE OTHER PARTY FOR:** (i) ANY DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (ii) ANY DAMAGES FOR BUSINESS INTERRUPTION; OR (iii) REPRODUCTION COSTS, LOSS OF PROFITS, INCOME, BUSINESS, USE, DATA OR GOODWILL. Other than with respect to payment claims, and subject to the exceptions in 14(d) below, the total liability of a Party in connection with any matter arising from or relating to a Customer Order (whether in contract, tort, negligence or otherwise) will be limited to the amount of all fees paid or to be paid by Customer under the Customer Order to which the matter relates during the 12 month period immediately preceding the event giving rise to such liability.

d. The exclusions set forth in 14(c) will apply to the fullest extent permitted by applicable laws, but will not apply to any liability arising from: (i) indemnification

c. NO PARTY WILL BE LIABLE TO THE OTHER PARTY FOR: (i) ANY DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (ii) ANY DAMAGES FOR BUSINESS INTERRUPTION; OR (iii) REPRODUCTION COSTS, LOSS OF PROFITS, INCOME, BUSINESS, USE, DATA OR GOODWILL. Other than with respect to payment claims, and subject to the exceptions in 14(d) below, the total liability of a Party in connection with any matter arising from or relating to a Customer Order (whether in contract, tort, negligence or otherwise) will be limited to the amount of all fees paid or to be paid by Customer under the Customer Order to which the matter relates during the 12 month period immediately preceding the event giving rise to such liability.

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d. The exclusions set forth in 14(c) will apply to the fullest extent permitted by applicable laws, but will not apply to any liability arising from: (i) indemnification

documented for an accounting of disclosures. CFN shall document and maintain disclosures as would be required for Customer to respond to a request by an individual for an accounting of disclosures of PHI in accordance with HIPAA Rules.

Accounting of Disclosures. If CFN receives a request from an individual pursuant to the HIPAA Rules for an accounting of Customer's disclosures of the individual's PHI and, in the course of attempting to satisfy the individual's request, Customer provides a written request to CFN, then Business Associate shall promptly provide Customer the information required to be included in an accounting pursuant to applicable HIPAA Rules for CFN's disclosures of PHI that are subject to an accounting pursuant to HIPAA Rules.

Access and Designated Record Set. To the extent CFN maintains PHI in a "Designated Record Set," as that term is defined in the HIPAA Rules, CFN agrees to provide access, at the request of Customer, and in a reasonable time and manner, to PHI in a Designated Record Set to Customer in order for Customer to meet the requirements under the HIPAA Rules. If applicable, CFN agrees to make any amendment(s) to PHI in a Designated Record Set that Customer directs or agrees to pursuant to HIPAA Rules at the request of Customer and in a reasonable time and manner.

To the extent the Business Associate is to carry out one or more of Covered Entity's obligations(s) under the HIPAA Rules, it will comply with the requirements that apply to the Covered Entity in the performance of such obligation(s).

Return or Destruction of PHI. Upon termination of the Agreement for any reason, CFN shall either return or destroy, if feasible, all PHI received from Customer, or created, maintained or received by CFN on behalf of Customer. This provision shall apply to all such PHI in the possession of subcontractors or agents of CFN. CFN shall retain no copies of the PHI. If CFN determines that returning or destroying the PHI is infeasible, then CFN shall provide to Customer notification of the conditions that make return or destruction infeasible. CFN shall extend the protections of this Section to such PHI and limit further uses and disclosures of such PHI to those purposes that makes the return or destruction infeasible, for so long as CFN maintains the PHI.

Electronic PHI Safeguards. To the extent CFN creates, receives, maintains or transmits Electronic PHI on behalf of Customer, CFN shall comply with the applicable HIPAA Rules and shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI, in accordance with the applicable HIPAA Rules, maintains or transmits Electronic PHI on CFN's behalf that creates, receives, maintains or transmits Electronic PHI on CFN's behalf will (i) implement reasonable and appropriate safeguards to protect Electronic PHI; and (ii) comply with any applicable requirement of the applicable HIPAA Rules.

Conformance with Modification of HIPAA Rules or Regulations. If an amendment to or modification of HIPAA Rules, requires modification of this Section to permit Customer or CFN to remain in compliance during the term of the Agreement, then CFN and Customer shall enter into good faith negotiations to amend this Section to conform to any change required by such amendment or modification. Notwithstanding the foregoing, if Customer and CFN have not amended the Agreement to address a law or final regulation that becomes effective after the Effective Date and that is applicable to the Agreement, then upon the effective date of such law or regulation (or any portion thereof) the Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for the Agreement to be consistent with such law or regulation and for Customer and CFN to be and remain in compliance with all applicable laws and regulations.

Survival. The obligations of CFN pursuant to this Section shall survive the termination, cancellation or expiration of the Agreement.

Certain Defined Terms.

"Acceptance" means the completion of Implementation Services or, if no Implementation Services are provided, the delivery of the Products or, as applicable, the protocols, keys or access codes needed to access and use the Products.

"CFN Data" means data that is part of a Product or Service and data derived from that data, and includes event data, operational data, device health data, database structure, and machine metrics of or relating to a Product or Service.

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"Confidential Information" means any confidential or proprietary information of a Party, however disclosed or recorded that is disclosed in connection with the Customer Order (including, with respect to Customer, Customer Data, and with respect to CFN, CFN Data).

"Customer Data" means data that is created by Customer, or as between Customer and CFN, originates with Customer and is stored, transmitted to, or accessed by CFN through a Product, as applicable. For avoidance of doubt, Customer Data includes PHI and personally identifiable information of any member of Customer's workforce and excludes CFN Data.

"Term" means the period of time specified in a Customer Order during which Customer is entitled to access and use a Product.

"Implementation Services" means the professional services and training provided by CFN to assist Customer in the implementation of a Product.

"IP" means all (a) processes, methodologies, procedures and trade secrets, algorithms, apparatus, circuit designs and assemblies, scripts, databases, data collections, data models, designs, diagrams, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, methods, models, network configurations, and architectures, protocols, schematics, specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, web sites and domain names; (b) trademark, service mark, logos, or trade dress; (c) Software, tools and machine-readable texts and files; and (d) copyrights, literary work or other work of authorship, including documentation, reports, manuals, training materials, artwork, drawings, fonts, photographs, charts and graphics.

"PHI" means "protected health information" as defined in 45 CFR §160.103, of any patient of Customer.

"HIPAA Rules" means Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

"Update" means software to update, patch, fix, enhance or otherwise modify an already existing feature for the purposes of maintaining current functionality of the Equipment or Software that is a less substantial change than an Upgrade, as designated by CFN in its sole discretion and made generally available to its customers.

"Upgrade" means any new functionality to either Software or Equipment that does not exist in the current configuration and which requires additional payment by the Customer. "Functionality" is defined as a combined set of features that each CFN product can perform that is a more substantial change than an Update, as designated by CFN in its sole discretion and made generally available to its customers.

"Term Begin Date" means the first day of the month following Acceptance, or a date otherwise mutually agreed upon by the parties in writing.

Miscellaneous.

a. Each Party hereby represents that it shall comply with applicable laws.

b. All claims, controversies or disputes arising out of or relating to the Agreement or a Customer Order, the relationship of the parties and/or the interpretation and enforcement of their respective rights and obligations herein, shall be governed by the laws of the State of Delaware, except for any choice or conflict of law principles.

c. Either Party may assign, sell, or otherwise transfer the Agreement without the prior consent of the other Party (a) to an Affiliate or (b) in connection with a sale or transfer of all or substantially all of the assets of such Party related to the subject matter described therein.

d. Either Party's failure to insist upon performance of any provision of the Agreement is not a waiver of any of its rights under the Agreement. No waiver under the Agreement will be valid or binding unless set forth in a writing signed by the Party against which enforcement of the waiver is sought. The waiver will constitute a waiver only with respect to the specific matter described in the waiver and will not impair the rights of the Party granting the waiver in any other respect or at any other time. No delay or forbearance by either Party in exercising any right under the Agreement will be deemed a waiver of that right.

e. If any provision of the Agreement should for any reason be held invalid, unenforceable or contrary to public policy, the remainder of the Agreement shall remain in full force and effect.

f. The Agreement together with any Customer Orders (i) are the entire agreement between the parties and supersedes any other oral or written communications,

- g. No amendment of the Agreement will be valid unless such amendment is made in writing and is signed by authorized representatives of CFN and the applicable Customer.
- h. Nothing in the Agreement may be construed to place the parties in the relationship of partners, joint ventures, principal and agent, or employer and employee. Neither Party may assume, create, or incur any liability or obligation in the name of or on behalf of the other Party by virtue of the Agreement. Each Party shall bear the costs of performance of its obligations under the Agreement.
- i. The Parties agree that there are no third-party beneficiaries of the Agreement, except Customer's affiliates to the extent they execute a Customer Order.

CUSTOMER

Customer By: _____

Customer Print: _____

Customer Title: _____

Date: _____

CAREFUSION SOLUTIONS, LLC

CFN By: _____

CFN Print: _____

CFN Title: _____

Effective Date: _____

Each person signing below represents that he/she intends to, and hereby binds his/her respective party to this Agreement.

[End of document].

SCHEDULE A – SMS AND IMPLEMENTATION SERVICES DESCRIPTION

Support and Maintenance Service Description.

- Proper Performance and Updates.** To the extent you have purchased Support and Maintenance Services ("SMS") in a Customer Order, we will provide, during the purchased support term, (i) SMS that is required to keep the Product functioning substantially in accordance with the user, specifications or product guides provided in the Documentation "Proper Performance", and (ii) Updates. Upon release we will coordinate delivery of the Update (via the Internet) and assist you with installation, using reasonable efforts to minimize disruption to your use of MedBank Software. Updates will be provided with scripts and programs that install complete, working versions of the applicable Updates.
- Customer Support.** Customer Support is available by phone at 1.866.930.9251 24/7/365 and may also be requested online at MedbankSupport@BD.com, via the support chat feature on its myLink.net website.
- Exclusions.** SMS is not provided if: (i) you are not in compliance with your obligations under the Agreement; (ii) use, operation, repair or maintenance of the Products are not in compliance with the manufacturer's terms and conditions of use in the Documentation; (iii) a Product is being used in combination with any item with which such Product is not intended to be operated or used; (iv) a Product has been subject to abnormal physical or electrical stress; (v) the Product has been modified or altered other than by CareFusion or as permitted by CareFusion in writing; (vi) the performance issue is caused by your act, omission, negligence, loss or damage in relation to a Product; (vii) you fail to follow the recommended operating environment for the Product; (viii) the problem is with third party software or hardware not licensed through or sold by CFN; (ix) you have not installed and implemented all released Updates; or (x) you moved or relocated the Product or assigned any right or interest in the Product without our advance written consent. Any service not specifically identified herein as a component of SMS may be provided by us upon or provision of an estimate and your issuance of a PO.
- Subcontractor.** All or a portion of SMS may be provided by subcontractors, provided that we shall remain obligated to the terms herein to ensure quality performance of Support Services in accordance with the terms herein.

2. Implementation Services Description.

- Implementation Services.** If purchased in a Customer Order, we will provide implementation services in accordance with our standard service offerings and implementation timeline for the type of purchased services, "Concierge" or "Guided", and Acceptance will be deemed to occur upon completion of services.
- Self-Install.** Except for initial Customer Orders, you may elect to self-install under a subsequent Customer Order if you designate one or more employees (each, a "Customer Implementation Specialist") who satisfactorily completes "train the trainer" training provided by our personnel during implementation of BD Pyxis MedBank Products under a prior Customer Order. If you elect to self-install in a Customer Order, then your Customer Implementation Specialist(s) shall be responsible for implementing installation of Products under such Customer Order.
- Per Diem Services.** If you request any implementation-related or other services which are not included in the Quote/Customer Order, including: (i) on-site implementation services and troubleshooting; (ii) any additional implementation- or training-related services provided after Acceptance; or (iii) other services then CareFusion shall use best commercially reasonable efforts to provide the Per Diem Service under a separate agreement based on then-current per diem pricing applicable to all customers.

[End of Schedule A]



Bound Tree

BIDDEFORD FIRE DEPARTMENT

**RFB SUPPLY DELIVERY OF AN AUTOMATED INVENTORY CONTROL,
TRACKING, AND SAFE SYSTEM FOR MEDICATIONS**

BID NO.

DUE – JULY 23, 2026, 4:00PM



July 23, 2026

Biddeford Fire Department
Attn: Deputy Chief Steven Kiesman
152 Alfred Street
Biddeford, ME 04005

Dear Chief Steven Kiesman:

Bound Tree Medical is pleased to offer the attached proposal for Biddeford Fire Department for RFB Supply Delivery of an Automated Inventory Control, Tracking, and Safe System for Medications. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you providing the most complete offering of products and services.

The proposal includes the following:

Bid Proposal

- Bid General Provisions & Specifications
- Signed Bid Document
- Proposal Information & Pricing
- Bound Tree Medical Item Numbers & Descriptions
- BTM Price Increase Information
- Tariff Increase Information

About Bound Tree Medical

- Customer References
- Bound Tree Distribution Network
- Customer Service Information
- Return & Warranty Information
- Online Ordering Capabilities
- Bound Tree Certificates of Insurance
- Bound Tree W-9

Solutions and Services

- BTM Pharmaceutical Advantage & VAWD Certification
- Curaplex and Kitting
- Bound Tree Subscriptions
- Inventory Management
- EMS Advocacy
- Disaster Program Information
- Access to Continuing Education

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

Matthew Stinson
Account Manager
978.960.8425
matthew.stinson@boundtree.com

Heather Legg
Pricing Analyst, Bids & Contracts
614.760.5179
heather.legg@boundtree.com

**City of Biddeford
Fire Department
Invitation for Bids for
The Supply and Delivery of an Automated Inventory Control, Tracking,
and Safe System for Medications**

The City of Biddeford is seeking sealed bids for the supply and delivery of an Automated Inventory Control, Tracking, and Safe system for Medications.

I. General Information and Bid Submission Requirements

Bid Delivery

All bids must be delivered to:

Biddeford Fire Department
152 Alfred Street
Biddeford ME. 04005
Attn: Deputy Chief Steven Kiesman

Bids must be delivered on or before **07/23/2026 at 4:00pm.**

One original and two copies of the bid should be submitted. Bids must be sealed and marked as follows: "Bid -Biddeford FD Medication tracking system".

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, and reference form as provided in this RFB.

It is the responsibility of every bidder who receives this bid electronically, to check for any addenda or modification to this solicitation, if they intend to respond. The City of Biddeford accepts no liability to provide accommodation to bidders who submit a response based upon an out-of-date solicitation document.

Bid Signature

A bid must be **signed** as follows: 1) if the bidder is an individual, by them personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Bid Acceptance

The contract award is contingent on availability of funds. The contract award goes to the lowest responsive and responsible bidder. The compensation provided is subject to the availability and appropriation of funds.

Changes and Addenda

If any changes are made to this RFB, an addendum will be issued. Addenda will be posted on the city website under bids and proposals.

Questions about the RFB

Questions concerning this invitation for bids must be submitted in writing no later than **07/16/2026**. Questions may be emailed to Steven.kiesman@biddefordmaine.org . Responses will be posted on the City Website under bids and proposals.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the City prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No._" to the address listed in part one of this section. Each modification must be numbered in sequence and must reference the original RFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived, or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

Right to Cancel/Reject Bids

The City of Biddeford reserves the right to cancel this RFB or reject in whole or in part any and all bids, if it is determined that cancellation or rejection serves the best interest of the City of Biddeford. All awards are subject to availability of funds.

Bid Prices to Remain Firm

All bid prices submitted in response to this RFB must remain firm until **10/31/2026**.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, the City of Biddeford offices are closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

II. Purchase Description/Scope of Services

Scope of Work

The Agency seeks proposals for a comprehensive electronic controlled medication substance inventory management and accountability system designed specifically for Emergency Medical Services (EMS) operations. The proposed system shall support secure medication storage, tracking, accountability, reconciliation, and reporting for controlled substances in compliance with federal and state regulations.

BID PRICES ARE TO INCLUDE DELIVERY

Supply and Deliver:

All features must be provided installed and complete as noted below:

1. Quantity
 - a. Station supply "medication safe" x one (1)
 - b. Ambulance "medication safe" x four (4)
2. Electronic Chain of Custody
 - a. Complete electronic chain-of-custody tracking for all controlled substances.
 - b. User-specific accountability for every access, transfer, administration, waste, replacement, and disposal event.
 - c. Time-stamped activity logging.
 - d. Electronic audit trails suitable for regulatory review and internal investigations.
 - e. Supervisory oversight and approval workflows.
3. Secure Narcotics Storage Integration
 - a. Support secure controlled substance storage in EMS vehicles, EMS stations and facilities, and supervisor response vehicles.
 - b. Electronic cabinet or safe access controls.
 - c. Credential-based user authentication includes PIN access, RFID/proximity badge access, and/or biometric authentication.
 - d. Automatic logging of all storage access events.
 - e. Configurable access permissions by employee role.
4. Automated Medication Identification & Tracking
 - a. Automated medication accountability through barcode, RFID, or equivalent tracking methodologies.
 - b. Automated medication recognition during stocking and removal.
 - c. Lot number tracking, expiration date tracking, and quantity reconciliation.
 - d. Automated discrepancy detection and prevention of manual entry errors.
 - e. Identification of missing medications, inventory mismatches, incorrect stock placement, unauthorized removals, and expired medications.
5. Fleet & Location-Based Inventory Management
 - a. Vehicle-specific narcotics accountability.
 - b. Real-time visibility of controlled substance inventory by location.
 - c. Multi-unit fleet inventory management.
 - d. Electronic tracking of transfers between EMS vehicles, stations, supervisors, pharmacies, and receiving facilities.

6. Medication Administration & Waste Documentation
 - a. Documentation of medication administration, partial administrations, waste/disposal, and witness verification.
 - b. Replacement stock tracking.
 - c. Interoperability with electronic patient care reporting systems (preferred).
7. Diversion Prevention & Exception Monitoring
 - a. Automated discrepancy detection and exception reporting.
 - b. Missing inventory alerts and unauthorized access notifications.
 - c. Abnormal transaction monitoring and supervisor notifications.
 - d. Preferred analytics for unusual access patterns, repeated discrepancies, excessive medication use trends, and inventory anomalies.
8. Regulatory Compliance
 - a. Support compliance with federal controlled substance recordkeeping requirements.
 - b. Support EMS medication, access legislation and secure narcotics storage standards.
 - c. Support state EMS controlled substance regulations.
 - d. Maintain tamper-resistant inventory records and audit-ready reporting.
9. Shift Reconciliation & Inventory Verification
 - a. Shift-level narcotics reconciliation.
 - b. Automated inventory verification.
 - c. Supervisor review capabilities.
 - d. Discrepancy acknowledgement workflows.
 - e. Restocking documentation and replacement medication tracking.
10. Reporting Requirements
 - a. Generate inventory, usage, expiration, chain-of-custody, administration, waste, discrepancy, audit, and vehicle inventory reports.
 - b. Reports exportable to PDF, Excel, and CSV.
11. Notification & Alerting
 - a. Alerts for low stock, medication expiration, unresolved discrepancies, missing medications, incomplete reconciliations, unauthorized access attempts, and required inspections.
12. Security & Data Protection
 - a. Encrypted data storage.
 - b. Role-based access control.
 - c. Comprehensive authentication logging.
 - d. Configurable permissions.
 - e. Secure cloud-hosted and/or local deployment options.
 - f. Data redundancy and backup capability.
13. Vendor Qualifications & Support
 - a. Experience supporting EMS or public safety agencies, with a Representative that is National Registered at Paramedic level to provide experience level implementation. (preferred)
 - b. Implementation experience with controlled substance accountability systems.
 - c. Training capabilities for administrators, supervisors, and end users.
 - d. Technical support availability.
 - e. Ongoing maintenance and updating service

Exceptions to Specifications

Exceptions to Specifications listed shall be provided with BID submission.

Delivery:

Delivery is to be made within an agreed date to:

City of Biddeford Fire Department
152 Alfred Street, Biddeford ME 04005

The City Fire Department staff will inspect the equipment and accessories when delivered to the site, prior to acceptance of the delivery.

Drawings:

Bidder will supply two copies of details of equipment size and functions in as much detail as possible with this RFB.

References

Bidder must submit a complete list of at least three customers in the United States who have the system in operation for at least two (2) years, with contact names and telephone numbers.

Rule for Award

The award will be based off the City of Biddeford's Procurement Policy

Required Documents

Failure to provide the following documents with your bid submittal could result in the rejection of your bid.

- Attachment A – References
- Attachment B – Bid Form
- Attachment C – Exceptions to Specifications

ATTACHMENT A:

REFERENCE FORM

Bidder: Bound Tree Medical, LLC

RFB Title: Supply and Delivery of an Automated Inventory Control, Tracking, and Safe System for Medications

Bidder must provide references for:

All current contracts under which the vendor's equipment has been operational for at least two years.

Reference: St Louis Community Fire Department Contact: Christopher Meier/Battalion Chief, Chief Medical Officer
Address: _____ Phone: 314-592-3807

Fax: _____
Description and date(s) of supplies or services provided: Inventory control, Tracking, and
Safe System for Medications, medical supplies and pharmaceuticals.

Reference: Washington Metro AA Contact: David Weilgosz / EMS Captain
Address: _____ Phone: 571-685-4856

Fax: _____
Description and date(s) of supplies or services provided: Inventory control, Tracking, and
Safe System for Medications, medical supplies and pharmaceuticals.

Reference: James City County Fire Department Contact: Ryan Ashe / Chief
Address: _____ Phone: 757-220-0626

Fax: _____
Description and date(s) of supplies or services provided: Inventory control, Tracking, and
Safe System for Medications, medical supplies and pharmaceuticals.

attach additional sheets if necessary

ATTACHMENT B: BID FORM

The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the City, to complete all work as specified or indicated in the "REQUEST TO BID: for the supply, delivery of an **Automated Inventory Control, Tracking, and Safe system**, exactly as outlined and detailed in this bid.

Bid Price: Twenty nine thousand, eight hundred and ninety dollars and fifty five cents **dollars (\$** 29,899.55 **)** **please see attached with all items that we are offering.*

BIDDER accepts all the terms and conditions of the Instructions to Bidders.

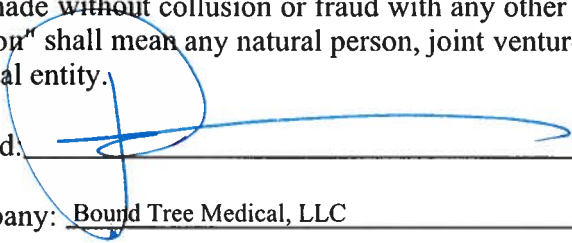
In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that: BIDDER has examined copies of all the Contract Documents **and of the following Addenda:**

Date	Number
Date	Number

BIDDER shall submit an itemized list of costs and delivery as outlined in this bid.

BIDDER agrees that Prevailing Wage Rates if applicable will be paid for the appropriate classification of work.

The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signed:  Print Name: Rob Meriweather

Company: Bound Tree Medical, LLC

Business Address: 5000 Bradenton Ave.

Dublin, OH 43017

Email: submitbids@boundtree.com

FAX: 877-311-2437

Item List for Biddeford Fire Department
RFB for Supply Delivery of an Automated Inventory Control System

Biddeford Fire Department Line ID	Biddeford Fire Department Item Description	Biddeford Fire Department Qty	Biddeford Fire Department UOM	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM	Quoted Extended Price
1	Narcotics Box with Automated Inventory Control and CompX eLock 300 Series Cabinet Lock, Wi-Fi Ready, Electronic Access Control with RFID Proximity Car *DS ONLY* CompX NARC ID Central Storage Unit with HID Prox/Keypad	4	1/EA	1890-39969	*DS ONLY* CompX NARC ID Box, with WIFI, HID Prox Card and Numerical Keypad *DS ONLY* CompX NARC ID Central Storage Unit with HID Prox/Keypad	COMPX SECURITY PRODUCTS	WS-PRK-NARC-ID	\$ 4,288.00	1/EA	\$ 17,072.00
2	*DS ONLY* CompX 1 Year Tech support	1	1/EA	1890-39971	*DS ONLY* CompX 1 Year Tech support	COMPX SECURITY PRODUCTS	WS-PRK-CSU	\$ 7,556.10	1/EA	\$ 7,556.10
3	NARC ID RFID Short Capsule for Vial	100	1/EA	4700-20190	*DS ONLY* CompX NARC ID RFID Short Capsule for Vial	COMPX SECURITY PRODUCTS	TECH SUPPORT	\$ 500.09	1/EA	\$ 500.09
4	*DS ONLY* NARC ID RFID Capsule Multi-Dose/ Odd Sizes Small	100	1/EA	1890-86301	*DS ONLY* NARC ID RFID Capsule Multi-Dose/ Odd Sizes Small	COMPX SECURITY PRODUCTS	RF-CPS-SHORT	\$ 0.92	1/EA	\$ 92.00
5	NARC ID Small Tote, Holds up to 15 Small Capsules, Blue	4	1/EA	1890-31619	*DS ONLY* CompX NARC ID Small Tote - holds up to 15 Small Capsules	COMPX SECURITY PRODUCTS	RF-CPS-OBLONG-SH	\$ 1.41	1/EA	\$ 141.00
6	NARC ID RFID Cap, Midazolam, Orange	100	1/EA	1890-86051	*DS ONLY* CompX NARC ID RFID Cap - Midazolam - Orange	COMPX SECURITY PRODUCTS	RF-TOTE-SMALL	\$ 55.34	1/EA	\$ 221.36
7	NARC ID RFID Cap, Fentanyl, Blue	100	1/EA	1890-CMIDA	*DS ONLY* CompX NARC ID RFID Cap - Fentanyl - Blue	COMPX SECURITY PRODUCTS	RF-CAP-MIDAZ	\$ 6.10	1/EA	\$ 610.00
8	*DS ONLY* CompX NARC ID RFID Cap - Training 1 - Clear	50	1/EA	1890-CFENT	*DS ONLY* CompX NARC ID RFID Cap - Training 1 - Clear	COMPX SECURITY PRODUCTS	RF-CAP-FENTA	\$ 6.10	1/EA	\$ 610.00
9	NARC ID RFID Cap, Ketamine, Yellow	50	1/EA	1890-CKETA	*DS ONLY* CompX NARC ID RFID Cap - Ketamine - Yellow	COMPX SECURITY PRODUCTS	RF-CAP-TRAIN1	\$ 6.10	1/EA	\$ 305.00
10	NARC ID RFID Tag, Ketamine, Yellow	50	1/EA	1890-TKETA	*DS ONLY* CompX NARC ID RFID Tag - Ketamine - Yellow	COMPX SECURITY PRODUCTS	RF-CAP-KETAM	\$ 6.10	1/EA	\$ 305.00
11	NARC ID RFID Tag, Midazolam, Orange	100	1/EA	1890-TMIDA	*DS ONLY* CompX NARC ID RFID Tag - Midazolam - Orange	COMPX SECURITY PRODUCTS	RF-TAG-KETAM	\$ 5.04	1/EA	\$ 252.00
12	NARC ID RFID Tag, Fentanyl, Blue	100	1/EA	1890-TFENT	*DS ONLY* CompX NARC ID RFID Tag - Fentanyl - Blue	COMPX SECURITY PRODUCTS	RF-TAG-MIDAZ	\$ 5.04	1/EA	\$ 504.00
13	*DS ONLY* CompX NARC ID RFID Tag - Training 1	50	1/EA	1890-TTRAIN1	*DS ONLY* CompX NARC ID RFID Tag - Training 1	COMPX SECURITY PRODUCTS	RF-TAG-FENTA	\$ 5.04	1/EA	\$ 504.00
14	*DS ONLY* CompX NARC ID Lockview Pro Software	1	1/EA	4700-20961	*DS ONLY* CompX NARC ID Lockview Pro Software	COMPX SECURITY PRODUCTS	RF-TAG-TRAIN1	\$ 5.04	1/EA	\$ 252.00
15							LOCKVIEW-SID-PRO	\$ 975.00	1/EA	\$ 975.00

National References

Jessica Barnhart, Medical Supply Specialist
City of Columbus Division of Fire
2028 Williams Road
Columbus, Ohio 43207
614-616-4699
Jbarnhart@columbus.gov



Charlene Sifford, Director Global Purchasing
Priority Ambulance
910 Callahan Road, Suite 101
Knoxville, TN 37912
865-440-0996
csifford@priorityambulance.com



Lieutenant Jerami Bennett
Baltimore City Fire Department
3500 West Northern Parkway
Baltimore, MD 21215
410-396-2718
Jerami.Bennett@baltimorecity.gov



Barbara Tripp, Fire Chief
City of Tampa Fire Department
808 East Zack Street
Tampa, FL 33602
352-406-2573
barbara.tripp@tampagov.net



Lieutenant Ryan Jamison
San Francisco Fire Department
1415 Evans Avenue
San Francisco, CA 34124
626-271-4974
Ryan.Jamison@sfgov.org



Douglas Isaacs, MD, Deputy Medical Director
Fire Department City of New York
9 Metro Tech Center
Brooklyn, NY 11201
718-999-2790
doug.isaacs@fdny.nyc.gov



Nationwide Distribution

For operational efficiency and faster disaster response, Bound Tree operates 5 distribution centers nationwide plus a dedicated kitting facility. 98% of all our customers can be reached using UPS Ground within 2 business days.



OFFICES

Bound Tree Medical
5000 Bradenton Ave.
Dublin, OH 43017

DISTRIBUTION CENTERS	
Grand Prairie, TX Bound Tree Medical 2911 S. Great Southwest Parkway Suite 200 Grand Prairie, TX 75052	Grand Prairie, TX - Kitting Bound Tree Medical 2911 S. Great Southwest Parkway Suite 200 Grand Prairie, TX 75052
Elizabethtown, PA Bound Tree Medical 1605 Zeager Road Elizabethtown, PA 17022	Southaven, MS Bound Tree Medical Suite 101 Southaven, MS 38671
Visalia, CA Bound Tree Medical 2243 N. Plaza Drive Visalia, CA 93291	Jacksonville, FL Bound Tree Medical Suite 2 Jacksonville, FL 32218

Customer Care

Bound Tree Medical is focused on providing care to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer care line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. www.boundtree.com
- 2) Email: Orders may be emailed to customer care at customerservice@boundtree.com.
- 3) Phone: Our dedicated team of customer care representatives can answer questions or take your orders from 8:00 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Care Department is comprised of 44 staff members. Customer Care Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Care will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted

Return Policy

Prior to returning a product, please contact Bound Tree's Customer Care Department at 800.533.0523 within 7 days of receiving the product to obtain a return merchandise authorization ("RMA") number. This will help us expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines below.

Subject to the guidelines below, Bound Tree will accept returns and rectify the error at no cost to you if: (i) you received expired product; or (ii) Bound Tree makes an error in fulfilling or shipping your order. In such case, you must notify us within 15 days of receiving the product.

Please follow the return policy guidelines below:

Non-returnable Items Include:

1. A product that is "buy to order."
2. A product that is "non-stock."
3. Items listed as "non-returnable."
4. Items that have been marked or engraved.
5. Items returned with broken packaging or not in original packaging.
6. Any sterile product that has been opened or items determined by Bound Tree not to be in resalable condition.
7. Product that is more than 60 days older than the shipment date.
8. Recertified equipment.
9. Pharmaceutical products.

Return Policy Guidelines:

1. Items returned within 45 days of the shipment date will not be subject to a restocking fee.
2. Items returned 46-60 days from the shipment date may be subject to a restocking fee.
3. Items older than 60 days from the shipment date will not be accepted in our warehouse and will be returned to the customer at customer's expense.
4. Please write the RMA number clearly on the package label.
5. Send the package freight prepaid. Please reference the RMA to locate the return address.
6. Returns must be received by Bound Tree within 15 days of issuance of RMA number.
7. Items received without an RMA number will not be eligible for credit.

RETURN FOR REPAIRS

Items returned for repair must be prepared according to the most recent OSHA requirements. Items must be properly cleaned and verified with a statement on the outside of the package. Proof of purchase must also be included with all manufacturer warranty repairs. Please contact our Customer Care Department for additional information.

CLAIMS

All claims for damage occurring in transit must be made upon receipt of goods by customer directly to the carrier and documented with photos. Please save all boxes and packing material. All shipment errors must be reported immediately upon receipt to Bound Tree Customer Care.

Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
 - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
 - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
 - The purchase summary report can be sorted in ascending order by total sales per item.
 - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
 - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
 - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A "sold by" column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an' e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.



Re: GLOVE MARKET CONDITIONS AND POTENTIAL PRICING & SUPPLY IMPACTS

Dear Valued Customer:

Ongoing global economic and geopolitical developments continue to affect the supply chains that support the medical glove market. While conditions have improved in some areas, several factors are still creating uncertainty across manufacturing and distribution, including:

- Raw material cost volatility due to geopolitical conflicts
- Ongoing tariff and import-related pressures
- Energy and transportation variability
- Periodic allocation constraints among glove manufacturers

Together, these factors may impact supplier costs, manufacturing capacity, product availability, and lead times within the medical glove market, sometimes with limited advance notice.

Bound Tree Medical has proposed pricing based on current glove market conditions and known supplier costs at the time of bid submission. We remain committed to proactive supply chain management and close collaboration with our manufacturer partners to maintain supply continuity and minimize customer impact.

However, because these market forces remain outside of Bound Tree's direct control, certain actions may be necessary to support ongoing supply continuity within the medical glove category. In the event of a supplier-driven cost increase impacting this category, such actions may include allocation management, product substitutions, lead-time modifications, pricing adjustments, or other operational changes as needed to maintain continuity of supply. Where existing contract terms do not fully contemplate or support the necessary action, appropriate adjustments may be required to reflect current market conditions and supplier cost changes. Bound Tree Medical will communicate any such changes as soon as reasonably practicable and, when available, provide relevant supporting context or manufacturer documentation.

Transparency and partnership remain central to our approach. Bound Tree values long-term customer relationships and is committed to maintaining reliable service, competitive offerings, and consistent communication as market conditions evolve so that you can make informed decisions for your operation.

We appreciate your understanding and the opportunity to support your organization.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Meriweather".

Rob Meriweather
President

Bound Tree Medical
5000 Bradenton Avenue
Dublin, OH 43017
www.boundtree.com



Re: Price Increase Policy

To Whom It May Concern:

In recent years, we have witnessed substantial shifts within the global supply chain, affecting the availability and cost of essential emergency medical products. Rising manufacturing costs, extended lead times, and significant increases in shipping and logistics expenses have placed considerable pressure on pricing within the EMS market.

Bound Tree remains dedicated to providing our customers with a reliable supply of high-quality products at competitive prices. We work closely with our supplier partners to secure adequate inventory and mitigate pricing impacts wherever possible. However, in some instances, our key suppliers have implemented price adjustments, with additional changes potentially forthcoming.

In the event of a price increase after a bid award, Bound Tree will promptly notify you and, when possible, provide supporting documentation from our suppliers to substantiate these adjustments. We will make every attempt to have the new contract pricing take effect according to the notification period outlined in the contract. If the price increase is not accepted, Bound Tree reserves the right to remove the affected product(s) from the contract or to provide an alternative product, which may be offered at a different price.

We appreciate your understanding and value your partnership as we navigate these challenges together.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Meriweather", with a long horizontal flourish extending to the right.

Rob Meriweather
President, Emergency Preparedness
Bound Tree Medical, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Columbus OH Office 8940 Lyra Drive Suite 250 Columbus OH 43240 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:		
INSURED Bound Tree Medical LLC 5000 Bradenton Ave. Dublin OH 43017-3520 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ProAssurance Specialty Insurance Company		17400
	INSURER B: Federal Insurance Company		20281
	INSURER C: Travelers Property Cas Co of America		25674
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570116867688 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			36073395	12/01/2025	12/01/2026	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	Excluded
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7363-09-65	12/01/2025	12/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☐ RETENTION \$10,000			78197881	12/01/2025	12/01/2026	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB1X36498A25I3G	12/01/2025	12/01/2026	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Products Liability			N250H380021 Claims Made	12/01/2025	12/01/2026	Aggregate Limit	\$10,000,000
							Agg deductible	\$150,000
							Per Occ Comp/Op	\$10,000,000

570116867688

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Evidence of Insurance: Evidence of Insurance;

CERTIFICATE HOLDER**CANCELLATION**

Bound Tree Medical, LLC 5000 Bradenton Ave. Dublin OH 43017 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

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ACORD 25 (2016/03)

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AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bound Tree Medical LLC	
POLICY NUMBER See Certificate Number: 570116867688			
CARRIER See Certificate Number: 570116867688	NAIC CODE		
		EFFECTIVE DATE:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

[illegible]

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Bound Tree Medical LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

5000 Bradenton Ave.

6 City, state, and ZIP code

Dublin, OH 43017

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person

Michael Root

Date

01/02/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

YOUR TRUSTED PARTNER

- ✓ FIND thousands of emergency products from leading manufacturers
- ✓ SHOP Class II & IV drugs, non-narcotic drugs and other pharmaceuticals
- ✓ GET the best value on the items you use most with Curaplex®
- ✓ SOLVE everyday challenges with pre-assembled Curaplex® Kits
- ✓ ACCESS 24/7 Emergency Disaster Support
- ✓ EARN Free CEUs at Bound Tree University
- ✓ ADVOCATING on your behalf to Congress, FEMA and HHS



Bound Tree

BOUNDTREE.COM



NAVIGATING EVERY DAY CARE

As the healthcare landscape evolves, Curaplex® responds with cost-effective clinical products that enable providers to deliver quality treatment and improve patient outcomes. With a robust portfolio of everyday products and specialty solutions across multiple clinical categories, Curaplex® continues to anticipate the needs of tomorrow's healthcare while responding to the needs of today



Thousands of Products



Significant Savings



Expert Account Managers



Continuous Quality Improvement



Nationwide Distribution



Innovative New Products

PRE-ASSEMBLED KITS

[learn more »](#)

SHOP MONTHLY DEALS

[see savings »](#)

NEW CATALOG

[view online »](#)

Kitting Solutions »



Airway/Oxygen Delivery »



Diagnostics »



Infection Control »



Trauma/Wound Care »



Instruments/Personal Items »



IV/Drug Delivery »



Immobilization »



Monitoring/Defibrillation »



SHOP ALL CURAPLEX® PRODUCTS »



Curaplex® kitting advantage.

Curaplex® kits solve a variety of your everyday challenges.

Spend less time worrying about the details and more time focusing on patient care with Curaplex® pre-assembled kits. Our color-categorized kits were developed with input from EMTs, and are built using ISO-certified processes.



faster response

Grab a kit and go without hassle.



simplified ordering

Order one item, not multiple items.



consistent care

Ensure protocol adherence among your agency.



lower risk

Prevent cross-contamination with tamper-proof packaging.



superior quality

Guarantee quality with ISO 13485 certification.



easier tracking

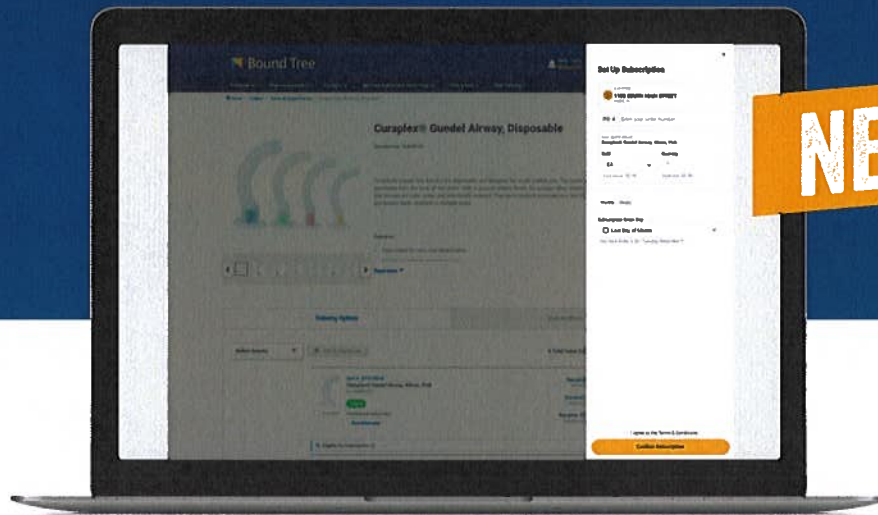
Easily track Curaplex Kits with the Unique Device Identifier (UDI).





SUBSCRIPTIONS

Your supplies on autopilot



Say goodbye to the hassle of reordering supplies!

Our easy-to-set-up subscription feature keeps you organized and ensures consistent supply levels, making your job easier and more efficient.

Reordering Made Simple

- ✓ Personalized Recommendations Based on Purchase History
- ✓ Bulk Set Up and Manage Multiple Products
- ✓ Replicate Subscriptions on Multiple Ship-To's
- ✓ Monthly or Weekly Ordering Cadence
- ✓ Skip, Modify or Cancel Options
- ✓ Email Reminder and Modification Notifications



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Inventory Management Solutions

09.21

Think you can't afford Inventory Management?

THINK AGAIN!

The EMS industry has faced numerous challenges during COVID-19, and supply chain uncertainty is no exception. Rush buying, stock outs, price volatility and changes in guidance require agencies to understand their inventory situation now more than ever.

Bound Tree Inventory Management Solutions from UCapIt, Operative IQ and ESO provide the visibility that is critical to EMS agencies. Improve workflow, take control and monitor trends in real time with Bound Tree Inventory Solutions.



Controlled Medical Supply

Think 24/7 supply officer at any given location! UCapIt provides the ability to restock units 24/7 and it has real-time usage and inventory tracking.



Operations Management Software

Operative IQ is a web-based operations management software that can streamline your operation, improve productivity and save money!



ESO Inventory

Spend less time getting ready and more time being ready. Take control of your EMS inventory with refreshingly simple software.



**Ask your Bound Tree Account Manager
for a demo today.**

800.533.0523

[BOUNDTREE.COM/inventory-management-solutions](https://www.boundtree.com/inventory-management-solutions)



Bound Tree



THE PHARMACEUTICAL ADVANTAGE

Bound Tree Medical specializes in emergency medical equipment, supplies and product expertise for EMS providers, supporting customers with EMS-experienced account managers, product specialists and customer service representatives.

In addition to a full line of EMS equipment and supplies, Bound Tree Medical also offers a full line of EMS pharmaceuticals and accessories, including Class II and Class IV drugs.

Bound Tree is known for leadership and professionalism within the industry. We protect our customers and uphold federal standards by complying with regulatory guidelines pertaining to pharmaceuticals. Because of our vast product offering and commitment to high quality service, Bound Tree is the leading choice to fulfill your pharmaceutical needs.



VAWD Certified State and Nationally Licensed

Several of Bound Tree's Distribution Centers have received VAWD (Verified - Accredited Wholesale Distributors) accreditation from the National Association of Boards of Pharmacy (NABP). VAWD accreditation is achieved after a criteria compliance review that includes a rigorous evaluation of operating policies and procedures, licensure verification, survey of facility and operations, background checks and screening through the NABP Clearinghouse. Our accreditation demonstrates that we are in compliance with state and federal laws and that our prescription drugs are distributed safely and securely.

For a complete listing of VAWD-Accredited Facilities, please visit:

<https://nabp.pharmacy/programs/accreditations-inspections/drug-distributor/accredited-drug-distributors/>



Compliant with DSCSA Requirements

Under the Drug Supply Chain Security Act (DSCSA), entities in the supply chain including manufacturers, wholesale distributors, and dispensers have responsibilities to meet the requirements of the DSCSA. As of May 1, 2015 all wholesalers are required by law, under the DSCSA, to provide transaction information, transaction history and transaction statements for the pharmaceuticals that they supply.

Bound Tree is compliant with these FDA standards which helps improve patient protection by preventing the distribution of substandard or ineffective drugs and while providing our customers with the product and transaction information they need to be in compliance with the FDA standards.

Under the DSCSA you are responsible for knowing that your prescription drug wholesale distributor is an authorized trading partner who holds a valid state or federal license. Bound Tree Medical is licensed federally and in all 50 states. Purchasing from a licensed and VAWD accredited distributor like Bound Tree Medical makes great strides to ensure none of your purchases will ever be counterfeit, contaminated, improperly stored and transported, ineffective, and/or unsafe.

Wholesaler Distributor licenses can be searched online:

www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm



Controlled Substance Ordering System (CSOS)

Class II Controlled Substances can be ordered through our secure electronic Controlled Substances Ordering System (CSOS) without the supporting paper DEA Form 222! The DEA's CSOS program is the only allowance for electronic ordering of Class II controlled substances. To participate in CSOS, the DEA registrant must first acquire a CSOS digital certificate from the DEA. Once the certificate is received, Class II orders can be placed through our secured website: e222.boundtree.com

For more information about CSOS please visit: www.deaecom.gov

Bound Tree will continue to accept paper 222 forms for those who wish to utilize that method for ordering.



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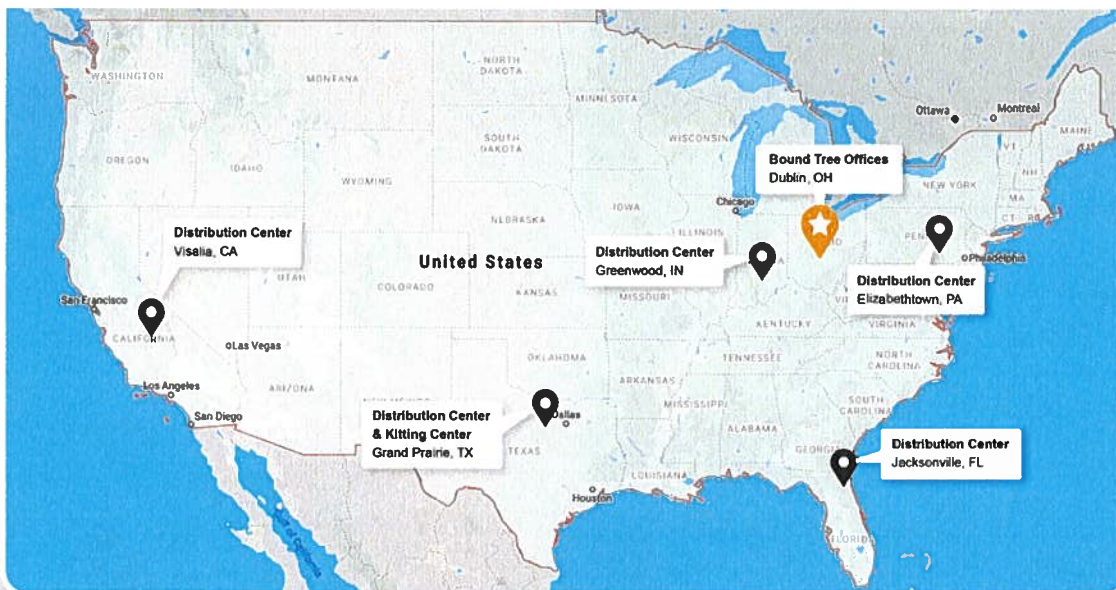
Bound Tree Medical is committed to compliance with these federal and state regulations for the benefit of our customers, their communities and their patients. These efforts protect our customers by helping to ensure that they are also compliant with federal and state regulations and practicing safe and effective patient care. With Bound Tree Medical, EMS providers know that they will receive pharmaceuticals through a secure and reliable distribution process.

Bound Tree Medical (BTM) is a leading, nationwide distributor of emergency medical equipment, supplies and pharmaceuticals to EMS, government customers, fire and other first responders.



Nationwide Stats and Facts

- **Strategically located** to service 98% of our customers within two days.
- **Over 30,000** customers serviced.
- **State-of-the-art facilities** focused on quality, reducing carbon footprint and providing best-in-class service levels.
- **Over 1 million** packages shipped annually.
- **20 million lbs.** of medical supplies shipped in 2024.
- **3 million** medical kits produced.



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BOUND TREE MEDICAL

5000 Bradenton Ave

Dublin, OH 43017



Fast Facts

- **Headquarters** in Dublin, OH.
- **Over 47 years** as the single largest distributor of EMS Supplies to first responders - Fire Departments, Law Enforcement and EMS Agencies, both private and public.
- **Over 15,000** medical supplies, equipment and pharmaceuticals from hundreds of leading healthcare manufacturers.

Sourcing & Supply Integrity

- **Source** high-quality products, carefully vetted to meet FDA requirements.
- **Maintain** strict ethical pricing standards.
- **Allocate** inventory fairly and equitably based on purchase date.
- **Communicate** shortages pro-actively with backorder reports and online tools.

Operationally Ready

- **Over 100 sales consultants** around the country, many are former paramedics and EMT's.
- **5 dedicated distribution centers** (CA, TX, FL, PA, IN) and 1 kitting facility in TX.
- **100% operational facilities** throughout pandemic, following strict health & safety protocols.
- **Dedicated Customer Care** staff highly responsive, answering calls in <1 min even during peak.
- **24/7 Live Operator Emergency Disaster Hotline** to provide support for emergency medical supplies during the pandemic and other natural disasters

Solutions That Matter

- **Bound Tree's Curaplex® brand** is value-priced to help overcome budget constraints.
- **Curaplex® pre-assembled kits** provide safety, convenience and cost savings.
- **Inventory management solutions** like UCapIt, Operative IQ and ESO help EMS Providers control costs.
- **500 scholarships** awarded to students wanting to become EMT's.
- **Free cadaver labs** to provide hands-on clinical training.
- **Bound Tree EDU** provides a tailored Learning Management System (LMS) with over 150 hours of distributive content focused on pre-hospital and critical care medicine for EMS agencies.
- **Leading provider of STOP THE BLEED® Kits** for emergency providers to act quickly to treat excessive bleeding and save lives.
- **Equipment Service Plans** providing preventative maintenance to keep EMS agencies equipment OEM-compliant.



Current Situation

- **Financial challenges plague EMS** across all delivery models; low reimbursements from Medicare, Medicaid & commercial insurers that are 57% of the actual cost to provide service and lack of funding to support EMS has been the primary contributing factors.
- **High levels of stress, fatigue and burnout** among the EMS workforce. Recruitment and retention shortages are exacerbating and already challenging environment resulting in a staff turnover rate of 25-30% annually.
- **EMS impacted by shortages and short expiration dates** on critical cardiac arrest and respiratory therapy drugs.
- **EMS is a critical part of the healthcare continuum.** It is a small percentage of the consumption of critical medical supplies and pharmaceuticals within the healthcare market and left under-allocated during natural disasters and pandemics.
- **Inefficiencies in using state & national stockpiles** to provide critical PPE and medical supplies to EMS agencies who are the "Tip of the Sword" during disasters.
- **Treatment-in-Place and Community paramedicine** remains an underutilized asset in local healthcare systems due to the lack of reimbursement for this highly cost effective, patient-centered type of care.

Advocating for EMS

- **Advocating for increased reimbursement and grant funding** for EMS through outreach to House and Senate Congressional offices.
- **Conducting EMS Roundtables** at Bound Tree's Distribution Centers with members of Congress and EMS leaders.
- **Conduct monthly meetings with the FDA** on the current shortages of specific medical devices and pharmaceuticals impacting EMS.
- **Volunteered to assist** FEMA, HHS, DHS, DoD, FDA and CDC officials as "Voice of EMS" for Committee for the Distribution of Medical Resources Necessary to Respond to a Pandemic, advocating for effective distribution of PPE to first responders.
- **Providing critical data daily** to HHS ASPR team on medical supplies & pharma for greater visibility of EMS supply chain and potential issues that could impact it.
- **Addressing supply chain challenges** by working with HIDA on federal legislation to create a "Fast Pass" program for critical medical supplies through US ports.

How State & Federal Legislators Can Help

- **Adjust the ambulance fee schedule** to cover the cost of the emergent, urgent and preventive care provided by EMS, and include reimbursement for treatment in place, telemedicine facilitation, and community paramedicine. Support H.R. 2538 and H.R. 4011.
- **Support the establishment of State and Federal EMS Grant Programs** to be used by agencies for recruitment, retention, training of EMTs & Paramedics as well as equipment and supplies. Support H.R. 2220.
- **Support efforts to create and fund dedicated state EMS First Responder Medical Supplies Stockpiles.** Bound Tree has the capabilities and expertise within its national distribution network to become the "buffer" to support EMS agencies during natural disasters and pandemics.



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TIM RUBERT

Vice President, Government Affairs

tim.rubert@boundtree.com



WHEN DISASTER STRIKES, GET LIVE ASSISTANCE.

Get Help in Three Simple Steps



1. Call 800-863-0953
to speak to a live operator
anytime 24/7



2. Report a major incident
and your medical
supply needs



3. Receive vital medical
supplies from
Bound Tree personnel

If your agency is in need of emergency medical supplies and equipment, call us 24/7 to speak to a live operator for disaster support assistance. Our Emergency Disaster Support Program is here to help you in disasters such as hurricanes, tornadoes, fires, floods, blizzards, MCI's and more.

CALL 800-863-0953

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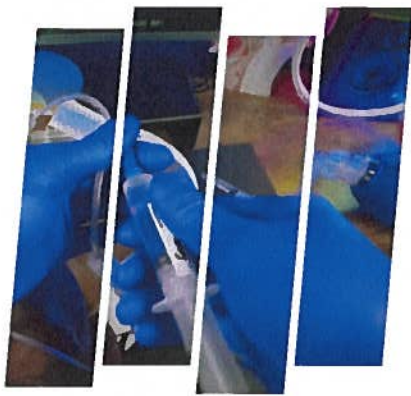
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