



A G E N D A

MEETING - City Council

City Council Chambers

Tuesday, October 7, 2025
6:00 PM

Meeting Format

This meeting will be conducted in person in the Sanford City Council Chambers and via remote video and teleconference pursuant to 1 MRSA §403-B (2) (D) and section 6 of the Sanford City Council Rules of Procedure. Members of the public may join the meeting by phone by dialing 1 (929) 205-6099 using Meeting ID 822 9234 2710 and Password 487092, or via computer at <https://us02web.zoom.us/j/82292342710?pwd=RLNmJJyPX7QRwVgPEQH42zGGXlkrGY.1>. Members of the public may also submit comments via the City of Sanford website at www.sanfordmaine.org under Government/ City Council/ Contact the Council.

Pledge of Allegiance

Moment of Silence

Roll Call

Minutes

- | | |
|-----------|--|
| 25-322-01 | Ordered, to approve the minutes from the regular City Council Meeting held on September 16, 2025. |
| 25-323-01 | Ordered, to approve the minutes from the Executive Session of the City Council held on September 16, 2025. |

Mayor's Report/City Council Sub-Committee Reports

City Manager's Report

Homelessness Update

Communications/Presentations

- | | |
|-----------|--|
| 25-333-01 | Presentation of plaque to City of Sanford from Maine Town and City Clerk's Association |
|-----------|--|

Public Participation

Public Hearings

Consent Agenda

Old Business

New Business

- 25-327-01 Ordered, to authorize the City Manager to implement the Master Agreement and Department Agreement for purchase and implementation of a new Motorola Computer Aided Dispatch (CAD) system in partnership with the York County Sheriff's Department and the towns of Berwick, Kennebunk, North Berwick, and South Berwick, by signing a Customer Agreement and Notice to Proceed (NTP).
- 25-337-01 Ordered, to authorize the City Manager to enter into an agreement with the Sanford Post Office to allow parking for up to 10 post office vehicles in the municipal parking lot on School Street, including during overnight hours, for a period of up to six weeks starting October 19, 2025 in order to accommodate construction work being done at the Post Office, with stipulations for actions that must be taken should there be a winter snow event.
- 25-332-01 Resolved, to appoint City Manager Steve Buck as Sanford's official Voting Representative at the Maine Municipal Association (MMA) Annual Meeting to be held on Wednesday, October 8, 2025 at the MMA Annual Convention in Bangor, Maine.
- 25-334-01 Ordered, to approve a 4 year contract extension with Revize, LLC with costs to include website updates, annual hosting, maintenance and support, and bi-annual compliance scans and remediation.
- 25-338-01 Ordered, to adopt a proclamation in recognition of Constitution Week.
- 25-335-01 Ordered, to adopt a City Council Resolution to Address the Impacts of Reoccurring Substance Abuse Disorder and Urging the State of Maine to Reform Drug Laws, Restore Accountability and Support Community Safety and Recovery.

Council Member Comments

Future Agenda Items

Adjournment

Memo



Number: 25-322-01
To: City Council
From: Lorisa Ricketts, Assistant to Director
Date: 2025-10-07
Subject: Ordered, to approve the minutes from the regular City Council Meeting held on September 16, 2025.

RECOMMENDATION

Ordered, to approve the minutes from the regular City Council Meeting held on September 16, 2025.

Background Information:

Legal Review Status:

Administrative or Department Review:

Financial Impact or Review:

ATTACHMENT(S):

[9-16-25 City Council Minutes.pdf](#)



Sanford City Council

City Council Meeting Minutes – September 16, 2025

The Sanford City Council met on Tuesday, September 16, 2025 in person in the City Council Chambers and via remote video and teleconference pursuant to 1 MRSA §403-B (2) (D) and section 6 of the Sanford City Council Rules of Procedure.

MAYOR: Becky A. Brink; **DEPUTY MAYOR:** Maura A. Herlihy; **COUNCILORS:** Councilor Ayn M. Hanselmann; Councilor Robert G. Stackpole; Councilor Jonathan L. Martell; Councilor Peter E. Tranchemontagne; Councilor Nathan H. Hitchcock. **CITY STAFF:** Manager Steve Buck; Executive Administrator Lorisa Ricketts; Assistant Director of Information Systems Ben Gore; Codes & Planning Director Jamie Cole; Airport Manager Allison Navia; Police Chief Eric Small; Lieutenant Colleen Adams; Fire Chief Scott Susi; Communications Coordinator Megan Boisvert; Finance Director Ronni Champlin; Treasurer Erin McMann; Building & Permitting Specialist Alix Burbank; Human Resources Director Stacy Howes

Others Present in the Council Chambers: Diane Small – Sanford Housing Authority; Representative Anne Marie Mastraccio; Residents from trailer home parks in Sanford; Robin Chacho; Fire Department personnel Edward Moffitt, Issiac Hooper, Caleb Cole, Joseph Wilber, and Captain Scott Chase, and their Friends and Family; David Parent – Sanford Water District; Rev. Estelle Margarones – North Parish Church; Steve Gerry

Others Present via Zoom: City Clerk Sue Cote; Michael Helie; Zendelle Bouchard – Sanford Springvale News; Collin Stuart; Parks & Recreation Director Brady Lloyd; Jodie Anderson – Sanford Fire Department; Elizabeth Baldacci; City Clerk Sue Cote; J.M. Sawyer

Meeting Format

Mayor Brink called the meeting to order at 6:07 PM.

This meeting was conducted in person and via remote video and teleconference pursuant to 1 MRSA §403-B (2) (D) and section 6 of the Sanford City Council Rules of Procedure.

Pledge of Allegiance

Moment of Silence

Roll Call:

Mayor Brink performed the roll call of Councilors present: Deputy Mayor Herlihy, present; Councilor Martell, present; Councilor Hitchcock, present; Councilor Tranchemontagne, present; Councilor Hanselmann, present; Councilor Stackpole, present.

Minutes

25-317-01 Ordered, to approve the minutes from the regular City Council Meeting held on September 2, 2025.

Councilor Hanselmann moved to approve the minutes. Councilor Tranchemontagne seconded the motion.

Motion passed 7-0.

25-318-01 Ordered, to approve the minutes from the Executive Session of the City Council held on September 2, 2025.

Councilor Hitchcock moved to approve the minutes. Councilor Martell seconded the motion.

Motion passed 7-0.

Mayor's Report/City Council Sub-Committee Reports

Councilor Hanselmann presented reports on the Property Subcommittee and Public Safety Subcommittee meetings held on September 9. (See attached.)

All of the Property Subcommittee items will be addressed on tonight's agenda.

Public Safety Subcommittee had updates from Dispatch and the Fire Department, and a discussion on the Flock camera system, which is on the agenda tonight.

Manager's Report and Homeless Task Force Report

See attached.

Communications/Presentations

25-275-01 City of Sanford Fire Department EMS Award Presentation

Fire Chief Scott Susi introduced AC Brian Watkins and Mark Menkler, head of Maine EMS for Children, and presented Stork Awards to Firefighter Paramedics Edward Moffitt and Issiac Hooper, Firefighter EMTs Caleb Cole and Joseph Wilber, and Captain/EMT Scott Chase for their actions in helping deliver a newborn baby girl in the field.

25-299-01 Presentation on Oakdale Cemetery

Due to unforeseen circumstances, the presenter for this item was unavailable. Councilor Hitchcock moved to table this item to date uncertain. Councilor Tranchemontagne seconded.

Motion to table passed 7-0.

Public Participation

Steve Gerry from 184 Sam Allen Road in Sanford spoke and explained his neighbor has goats, hens, pigs, etc. The animals are very close to his property line and he has constant noise, smell, flies and now rats coming from the property. He would like to have the zoning laws regarding livestock adjusted so situations like this can be addressed, as they currently only address chickens.

Robin Chacho from 10 Proulx Court in Springvale, adjacent to 12 Proulx Court, which was demolished following a dangerous building action, spoke about her concerns regarding arterial fungus on her property. She feels the City should be responsible for the costs for power-washing, sanding and painting her house and refinishing her

Rev. Estelle Margarones of North Parish Church spoke and asked what the City is doing about people who are sleeping outside and what can the faith community do to help.

Public Hearings

The City Council will take public comment on the following:

- 25-307-01 A public hearing to receive comments in favor or against the NEW application submitted by Blossom, LLC, for a Adult Use Marijuana Grower/Cultivator license at 9 Renaissance Way, Suite 1, Sanford, ME.

Public Hearing opened at 6:41 PM

Public Hearing closed at 6:42 PM

Consent Agenda

25-243-01 Ordered, to approve the following license request:

1. Blossom, LLC 9 Renaissance Way, Suite 1, Sanford, ME for a NEW Adult Use Marijuana Grower/Cultivator license.

Mayor Brink sought questions or comments on the Consent Agenda. Seeing none, the Consent Agenda was approved.

Old Business

25-283-01 Ordered, to accept amendments to City Ordinance Chapter 70 Article II Rules and Regulations regarding process, application, and approval of special events and uses of the Sanford Seacoast Regional Airport. (This item must be read on two separate occasions. This is the second reading.)

An email from Cockpit Café owner Dan Bowden was received ahead of this meeting and is attached.

Airport Manager Allison Navia presented on the history of this item and addressed questions that were brought up regarding the insurance requirement and the definition of what constitutes an event in the policy, which was defined with help from Maine Municipal Association.

Regarding event safety, cancellation under the policy would almost always be done in conjunction with the event host.

The amendments would be applicable to all current leases.

An event was reported to have taken place at the airport in the period since the policy was put in place that bans events until the ordinance is enacted. Manager Navia sent an email to all airport tenants advising them of the need to abide by the ban on events.

Councilor Martell moved to approve the ordinance amendments. Councilor Hanselmann seconded the motion.

Motion passed 7-0.

New Business

25-312-01 Ordered, to enact an Emergency Ordinance for a Temporary Moratorium on Mobile Home Park Lot Rent Increases pursuant to section 214.1 of the Sanford City Charter.

Manager Buck read the Emergency Ordinance preamble and moratorium. The emergency ordinance will take effect tonight if approved. The language was reviewed by the City's legal counsel.

The definition of mobile homes was questioned. Manager Buck commented that in City Ordinances, mobile home parks are recognized, so that is the language used in the ordinance. State law in future will change the definition of manufactured homes, but that won't take effect until October.

Councilor Martell said that although he doesn't like the situation of the tenants, he doesn't support the City getting involved in any type of rent control.

Councilor Hanselmann expressed concern about the ordinance's impact on the existing property owners and would like to look at ways to enact a local ordinance rather than extend an emergency ordinance while waiting for a State model ordinance.

Councilor Tranchemontagne moved to approve. Councilor Stackpole seconded the motion.

Motion passed 6-1 with Councilor Martell opposed.

- 25-310-01 Ordered, to approve a request for expansion of an existing easement for a Sanford Water District proposed PFAS treatment facility at Cobb Wells off Spartan Drive.

David Parent, Superintendent of the Sanford Water District, and Keith Levasseur, Engineer at the Sanford Water District, presented on this item. Collin Stuart from Wright Pierce joined them via zoom. In order to build a facility to treat PFAS from two wells on City property adjacent, the Water District needs to expand an existing easement from the City on property near to Sanford Middle School. This was discussed at Property Subcommittee on September 9 and the City and School leadership team met and discussed it on September 11, with no major issues raised.

On a project of this size, the school and YCCAC would be informed months before the project kicks off in order to discuss impacts and accommodate their needs to ensure student safety and minimize impact on the school.

The Water District just completed a six-month pilot project on PFAS treatment to gather data to inform the construction of this project and ensure treatment is effectively designed.

Councilor Martell moved to approve the request. Councilor Hanselmann seconded the motion.

Motion passed 7-0.

25-313-01 Ordered, that the City Council hereby authorizes partial bond financing for the construction of a new fire station project in the amount of \$13,550,000, including engineering, design, transaction costs, and related expenses, and further authorizes the City Treasurer and Chair of the City Council to take all necessary actions to carry out the financing, including issuance and sale of bonds through the Maine Municipal Bond Bank.

Deputy Mayor Herlihy made a motion as follows:

- (1) That a capital improvement project consisting of the construction of a new fire station, including engineering and design costs, transaction costs and other expenses reasonably related thereto, is hereby approved.
- (2) That the City Treasurer and Chair of the City Council be authorized to issue a general obligation bond or bonds to the Maine Municipal Bond Bank in an amount not to exceed \$13,550,000, for the purpose of funding the project.
- (3) That the Treasurer and Chair be further authorized to fix the dates, maturities, denominations, interest rate, place of payment, form, and other details of said securities, including the execution, sale, and delivery of said securities against payment, therefore.
- (4) That the Treasurer and Chair be further authorized to execute a Loan Agreement with the Maine Municipal Bond Bank in such form as the Bank may require; that the City Clerk is directed to affix the corporate seal thereto and attest the signatures of the Treasurer and Chair, and to file a copy of said Loan Agreement, when signed, with the records of this meeting, although the attesting and affixing of the corporate seal thereto shall not be deemed essential to the validity of the Loan Agreement; and that the bonds are hereby sold to the Maine Municipal Bond Bank at par.
- (5) That the City Council hereby confirms its determination that the term of the Bond does not exceed 120% of the economic life of the Project.
- (6) That the bonds are not designated "qualified tax-exempt obligations" of the City under the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.
- (7) That the Treasurer and Chair of the City Council are hereby authorized to execute and deliver any and all documents and certificates, and to take any and all actions, including affixing the seal of the City, as may be necessary or convenient to carry out the full purpose and intent of the foregoing vote.

Councilor Hanselmann seconded the motion.

Motion passed 7-0.

- 25-320-01 Ordered, to adopt the updated Personnel Policy for the City of Sanford as presented.

Councilor Hanselmann commented that this policy has been two years in the making and recognized the work of Human Resources Director Stacy Howes and other staff in creating the policy.

Director Howes presented on the process that was followed to create the new policy.

Deputy Mayor Herlihy moved to approve the updated policy. Councilor Tranchemontagne seconded the motion.

Motion passed 7-0.

- 25-104-01 Ordered, to approve the Parks and Facilities Usage Fees Policy.

Parks and Recreation Director Brady Lloyd presented on this item. Councilors Hanselmann, Hitchcock and Tranchemontagne joined a committee of City staff to review and edit the draft policy.

Manager Buck commented that this policy is a big step toward creation of a full Parks Ordinance for the City.

Councilor Hanselmann expressed appreciation for Director Lloyd's work on this policy.

Mayor Brink commented that the City is going to be having a study done to create a plan for improvements at Cobb Stadium.

Deputy Mayor Herlihy moved to approve the policy. Councilor Stackpole seconded the motion.

Motion passed 7-0.

- 25-314-01 Ordered, to accept the resignation of Melissa Alipalo from the Sanford Arts Commission.

Councilor Hitchcock moved to approve. Councilor Tranchemontagne seconded the motion.

Motion passed 7-0.

- 25-316-01 A proclamation declaring November 1, 2025 as "Extra Mile Day" to recognize people and organizations who are creating positive change in the community through extraordinary efforts in volunteerism and service.

Deputy Mayor Herlihy read the proclamation and moved to approve it. Councilor Hanselmann seconded the motion.

Motion passed 7-0.

- 25-296-01 Ordered, to approve a 60-day free trial of the Flock Camera System and authorize the Police Chief to look into funding options for potential continuation beyond the trial period.

Lieutenant Colleen Adams from the Sanford Police Department and Caitlin McGinn from Flock Systems presented on this item and answered Councilor questions. Lt. Adams stated that the time it currently takes to corroborate statements with existing cameras on private business and residential cameras negatively affects successful investigation of cases. The cameras would be installed in public areas and would be regulated under State law and existing Police Department policy.

Recordings can only be viewed for the purposes of criminal investigation, public safety or a mass safety incident. The cameras are just plate readers; they do not focus on the occupants of the vehicle. The data is stored in the cloud but only the Sanford PD would have access.

Two cameras are proposed at the Sanford rotary; four in downtown (Lebanon/Main, Winter/River/Cottage, Main/Washington, and Main/Emery).

State law says that the recordings can be viewed only for investigative purposes. Use of the system will be audited within the Police Department. After 21 days, the data is erased unless saved for a case.

Councilors made statements both in support of and opposing this proposal.

Police Chief Small commented that the new axon police cameras in vehicles will have license plate readers. The police already have the ability to run any license plates they see.

He commented that the cost of a fully-burdened officer is \$130,000. This camera system would be a force multiplier – the same number of staff could accomplish much more with this tool. There are funding options for the \$23,000 annual fee if a subscription was approved after the demo period – other communities have had great success in getting businesses in the community to help pay the cost.

Manager Buck commented that the Police Department's existing Standard Operating Procedure already addresses handling of data of this type.

Deputy Mayor Herlihy moved to approve installation of the cameras for a 60-day free trial. Councilor Stackpole seconded the motion.

Dagan VanDemark of Springvale commented that there are communities where Flock contracts have been rescinded because data was being shared with ICE. She expressed concerns regarding Flock's practices in other communities and what might happen in Sanford.

Chief Small commented that if LD 1971 is passed, the Sanford Police Department would not have to work with ICE. Right now, there is not a policy on working with ICE because it would be handled like any other public agency.

Motion passed 4-3 with Councilors Tranchemontagne, Hitchcock and Martell opposed.

25-319-01 Discussion on Syringe Exchange Programs and local options for regulation.

City Manager Buck presented on the history of this item.

Mayor Brink commented that an email from resident Elizabeth Kearney had been received on this topic (see attached). In the Mayor's opinion, she would like to have the City Manager draft an ordinance to prevent syringe exchange programs from operating in the community.

Councilor Tranchemontagne commented that the 1:1 exchange is not working. He would like the City Manager to craft an ordinance with guidance of legal counsel.

Counselor Martell said he is in support of moving forward with an ordinance.

Counselor Hanselmann commented that she is in favor of local action but that State-level action is also needed because individuals will access other programs if there is no longer one here in Sanford.

Manager Buck commented on the public health crisis around these needles. There is no recognition from those promoting harm reduction of needle exchange, of the dangerous effects on the others in the community. He noted that \$15,000 was spent cleaning up encampments and nearly \$20,000 has been spent on 30 North Avenue. There are mapped sites spread in various locations in the community that, collectively, will cost a huge amount to clean up. A dangerous building this week had contractors refuse to bid on demolition because of needle waste there, so now clean-up will have to be paid for before demolition can take place.

Councilor Tranchemontagne moved to authorize the City Manager to draft an ordinance to preclude operation of a syringe exchange service in the community. Councilor Martell seconded the motion.

Motion passed 7-0.

Council Member Comments

Councilor Hitchcock: The Mainers are contemplating a team for the karaoke challenge.

Councilor Tranchemontagne: None

Councilor Martell: His thoughts and prayers are with the affected families of last week's events and asked that the temperature of discussions be kept moderate.

Councilor Stackpole: Agrees with Deputy Mayor Herlihy's concerns about use of data by ICE. This is the last Council meeting of the summer. In October, things will heat up toward the election in November. Local politicians are just people who volunteer to try to make the community a better place. Be kind.

Councilor Hanselmann: Sanford Backpack Program got moved to January 26 – plenty of time to get a team together, make costumes, and practice. There are 12 teams participating. October 25 Sanford will host the marching band finals – dress warmly and show up for this great event.

Deputy Mayor Herlihy: Will be interested in seeing some protections on the PD's account if a Flock camera contract is put in place. October 8 will be the Candidates Night. Shawn Sullivan and Kendra Williams will be the moderators. Michelle Wilson will be timekeeper. There will be 5 candidates for City Council answering questions. The Mayor will present information on the state of the City.

Mayor Brink: None.

Future Agenda Items

Councilor Hitchcock: None.

Councilor Tranchemontagne: None.

Councilor Martell: None.

Councilor Hanselmann: Would like there to be action on the best way to pull together a team for a bigger, better 4th of July celebration with lots of community organizations having booths, more food options, etc. To do that event, it takes more than just the Parks Department. She will be reaching out to Director Lloyd to start coordinating.

Mayor Brink: None.

Councilor Stackpole: None.

Deputy Mayor Herlihy: None.

Adjournment

Meeting adjourned at 8:40 PM.

Respectfully submitted by Lorisa Ricketts, Executive Administrator for the City of Sanford.

Please note that these minutes are a summary of the proceedings, not a complete transcript of the meeting. Full recordings of meetings can be viewed on Town Hall Streams at the following link: <https://townhallstreams.com/towns/sanfordme>.

Municipal Operations

All three items of discussion left subcommittee after review, discussion, and consensus for council action tonight

Spart Drive easement to Water District
Emergency ordinance on Mobile Home Park Rent Increases
Parks Facility Use Guidelines and Fees

Public Safety

Dispatch Update

- Congratulations to Megan for her promotion to assistance director
- Average 523 calls a day come into the SRCC
- They are currently working on some wellness challenges and alongside physical health are prioritizing mental well being.
- We ran dispatch call scenarios to better understand the stress, split second judgment and complexities behind every 911 call and why staffing, support and resources matter to our dispatch center.

Fire Update

- Almost 400 calls to service
- Discussion on vehicle maintenance and capital replacement plan, trying to find the sweet spot for replacement vs repairs keeping in mind 2-4 year pre-order window and budgetary impacts

Police Department

- Flock Systems Q & A



MEMO

From the Desk of **Steven R. Buck, Sanford City Manager**

City Manager's Report

To: City Council

Subject: City Manager's Report for September 16, 2025

Date: September 16, 2025

Overdose Task Force:

The City's recently established Overdose Task Force met again on September 4, 2025. The Task Force is in response to the recidivism around Substance Use Disorder (SUD) and the ongoing impacts upon people with SUD as well as our City.

The Task Force is comprised of representation from the York County District Attorney's Office, The York County Sheriff and Jail, Medical Providers Maine Health, Sanford Police Department, City Administration, and City Mayor Brink. A specific case study was used to illustrate the currently observed ramifications of our medical system, legal system to include courts and jails, and lack of capacity of mental health and substance use beds or diversionary program availability as failing to address the reoccurring issues around SUDs.

Work is progressing on implementing a model of a Structured Release Program from charges or jail that would incorporate Medication-Assisted Treatment (MAT) and follow up as a means of better addressing the reoccurrence of offenses by people with SUD. A structured program that would incorporate Sublocade, a long-acting, injectable prescription medication used to treat moderate to severe Opioid Use Disorder (OUD). It must be coupled with a comprehensive treatment plan that also includes counseling and psychosocial support.

A model currently implemented in the Somerset County Jail System is under examination. A presentation was also made by a representative of the company that distributes Sublocade. A summary of the Study found that; Individuals receiving the treatment were 3 times more likely to continue with treatment post-release relative to those not receiving the Sublocade long-acting injectable.



MEMO

From the Desk of **Steven R. Buck, Sanford City Manager**

City Manager's Report

There has been a very positive response from the initial two meetings. The next meeting will focus on follow up on the Somerset County Study. The additional medical provider of Nasson Community Health will be brought into the Task Force. A housing component will also be intervein from the Sanford Housing Authority. Further consideration of the Community Paramedicine Program is also being reviewed as a critical component to follow up as well as other partners such as Enso and Sweetser.

The ending summary of the start of this work is to;

- Address a critical public health and safety issue by changing the response.
- Engaging as partners ALL entities that have contact with the SUD individuals in a coordinated and comprehensive response – Law Enforcement, District Attorney, Courts and Jails, Medical Providers, and others.
- The cost of the SUD Recidivism is both a public health crisis and a matter of life and death.

We have to be willing to address this long-term problem differently to get better results.

Somerset County Health Study can be found at:

<https://pmc.ncbi.nlm.nih.gov/articles/PMC11212228/>

Contact US

noreply@revize.com

Tue 9/16/2025 2:01 PM

Inbox

To: Becky A. Brink <babrink@sanfordmaine.org>;

EXTERNAL

This e-mail originated from outside of the City of Sanford E-mail System. **Do Not** click links or open attachments unless you recognize the sender address and know the content is safe.

first_name = Dan

last_name = Bowden

email = info@pilotscovecafe.com

phone = 8572141563

issue = Good afternoon: City Manager, Mayor, Deputy and Councilors.

Writing again with concerns as I had previously stated to the Mayor regarding the airport special event ordinance Public Hearing. My public comment was not read during this meeting. In accordance to the ordinance to adopt a new ordinance this meeting was closed without hearing all public comments first. Another first read is required and can be closed after all parties have been heard. 280-4-1 Public Hearings.

The meeting minutes to be approved tonight from the last council meeting 9/2/25 state that a public comment from Dan Bowden had been received but was past the deadline. This is incorrect. Email is time stamped 4:54pm on 9/2/25 with the public announcement in the paper being accepted until 5pm on 9/2/25 and also stated by Ms. Navia during the meeting that it had been received in time. Also all other public hearings it is directed that the public is to submit to the City directly up to 6pm day of. Not to a department head with a different cut off time then all the other public hearings. The one that is on tonight's agenda is a perfect example.

What started as an FAA music only issue in Pilots Coves approved lease has now spawn into first trying a zoning change that I had to address due to a statement that had been made publicly by the city planner regarding the reason was solely based on Ms. Navia wanting greater control over Pilots Cove. Now it's that all non-aeronautical "uses" are banned on airport property and will be read tonight. This is absurd that besides the solar, fire station that remind you just got a lease extension to be inside the fence by FAA and the restaurant there is no other non-aeronautical tenants on the airport. The restaurant signed a contract with the city at a fair market value yet now with this ordinance change is being restricted to operate bound to this aviation only "Use" change but without the perks of the aviation rent fee of \$0.19/ft. The FAA guidelines and it is just that states as you have all ready about non-compatible uses. Solar is on there as well. These guidelines have been in place since the 80s. Only thing that has changed is for submitting for any partial or full closures of the airport from 45 days to 90 as what keeps being referenced in the 2023 FAA guidelines. Solar fit into the city's comprehensive plan to be a "fully self sustaining" airport. Why is Pilots Cove being slammed by the city when the restaurant has been approved and made aware to FAA since its existence and city owned? Just for one individuals personal dislike doesn't justify falsifying the operations of pilots cove to the FAA and city and also doesn't require a "use" change on the local level that only harms the objective to be Fully Self Sustaining. The mission all needs to work together not based on a personal objective. Without the restaurant being able to operate as it was approved to do so harms the whole vision from being business friendly to the aviation community and the objective as the airport and why businesses like this are needed at the airport to support and pay the market value to be self sustaining for a GA airport.

This list for uses requiring a special event permit with all the fees and 130 day notice is absurd. "Some examples include but are not limited to: wedding, party (birthday, graduation, super bowl), festival or cultural event, charity benefit, baby/ bridal shower". I only could see this as if it was closing down any part of the active runways as in accordance to the 2023 updated FAA guidelines. The patio is a public patio. The parking lot is a public parking lot. Any space that can be accessed by the public at the airport should not be held to this ordinance and "use" change. Someone can't go down to the airport and be on the public patio and open a gift while having some food and drinks or watch football on their phone? Celebrating your birthday in your hangar same goes for a Super Bowl party? Or graduation party without

submitting 130 days in advance and paying \$300? I do pay thousands and thousands a year for the restaurants music and entertainment licenses. It is in my lease and this needs to be addressed and stop changing the narrative to push a change that will only harm the mission of the airport and city as being business friendly. Lastly, is this special event permit and ordinance change also being implemented on the other airports that Sanford's airport manager oversees?

I appreciate your attention to this.

Dan Bowden

preferred_contact = email

Client IP = 76.37.51.121

From: noreply@revize.com

To: webcitycouncil

Subject: Contact US

Date: Tuesday, September 16, 2025 2:57:45 PM

*****EXTERNAL*****

This e-mail originated from outside of the City of Sanford E-mail System. Do Not click links or open attachments unless you recognize the sender address and know the content is safe.

first_name = Elizabeth

last_name = Kearney

email = elizabethbkearney@gmail.com

phone = 2075722698

issue = I am writing today to share my thoughts about allowing a needle exchange program to run in Sanford. I am speaking on behalf of myself, my family, and all those who either can't speak or are too afraid, or don't know how to address it.

I graduated from SHS in 2004. I spent my teen years roaming these streets. In my time here, one of the places I lived was directly across from what is now the MAPS location on Main Street. My route to walk to school took me across the street, down to the pond, around the pond, and through the woods to the middle school.

I was never fearful. I was a young woman and walked alone every day or with friends. We rollerbladed and biked Main Street. We walked home at night. We hung out at Gowen's Park. I came from California and Florida before moving here and experienced some traumatizing things as a youth, including watching my mother being mugged in our yard and unhinged homeless people approach our family and home numerous times. I experienced breaks in and the fear of living in such uncertainty.

In Sanford, my life circumstances led me to live with people who descended into drug addiction, which made them paranoid, aggressive, and dangerous. I feared for my life or feared I would find them dead. It took many years of healing to move past that phase.

I moved away 20 years ago. Last summer, my husband and I decided to move back here to be close to family and reconnect with our roots. We lived in Augusta at the time, and I visualized my own teenager being able to roam around these safe streets just like I did.

Instead, I find myself here just one year later, all of the healing undone. I have had to call the police more in this one year than I have in my life. I live right by the pond, just mere steps from where I lived previously and walked carefree. Now, I am afraid to walk.

In the one year I have lived here, I have watched the pond become a homeless encampment and an open-air drug den. And yes, that is what it is. In one year, I have seen people sit on the curb and inject themselves with drugs between their toes. I have seen them drop their pants to their ankles to inject themselves on their thighs. I have watched them sit in circles and inject themselves.

Then they pass out on the sidewalks, on the grass, or in the road. They slump over and stand with their bodies folding over themselves. They sway and twitch and mumble and yell. They fight each other. They yell and scream. They defecate and urinate in the open. They sit on the park benches and do drugs and smoke, or tend to wounds, change their bandages, remove their gauze, empty their bags of trash, and then just leave it. Needles, caps, baggies. Just there. It's even worse in the woods around the middle school.

I have looked up the data about needle distribution in cities, and I am at a loss to understand how it's "working". They claim this almost unlimited clean needle handout is NOT adding to the syringe litter or increased drug use/health hazard, saying that the data and the "lived realities" in communities with these programs show success, but that's not my "lived reality".

Nor does it seem to be most everyone else's "lived reality" that I talk to.

While there may be an improvement within the community of drug users, as far as rates of disease or addiction, it doesn't seem to be improving the situation for anyone else. Because it's not just the exchange program, it's combined with policy changes, such as that of 2021, when they increased the amount of drugs like heroin and fentanyl that a person can have without it being a felony, making it basically a slap on the wrist.

Couple this with cashless bail and zero push to make people take accountability for themselves, and we have essentially given drug addicts the tools and green light to go to town. Finding out that this program was launched here without council approval or any say by community members is appalling. The citizens of this city did not get any say in this matter. I want to be empathetic, but these policies of "trust and autonomy" for people struggling with addiction or mental health disorders don't seem to be improving the state of our communities at large. Many of them refuse any help. To add on to it, the homeless community also has zero consequences for theft, public intoxication or urination, or disorderly conduct.

So we are literally sacrificing the safety and security and the mental health of the community at large, so that a handful of people can have autonomy and not be traumatized by forced treatment, forced to serve time for stealing, or reduced access to things like clean needles. Our children are at risk of encountering people strung out on drugs, exposing themselves, having sex in bushes, leaving condoms and needles everywhere, etc. The buses drive by the pond every day with little faces looking out the window. They don't need to see people overdosing on the sidewalk.

Sanford is a city in title but a small town at heart. It has such potential to be an amazing hub of economic development and family activities. But it is decaying before our eyes. Data seems to show that needle exchanges and safe injection sites improve things for communities, or there is no increase in crime, open-air drug use, or overdose. But it seems like everywhere I go these days, and in nearly every major and minor city in the US, this is not true. As I mentioned, if we changed what is even a "crime", how can these statistics truly be compared? If you raise the bar to what a crime is, how can we fairly know if more or fewer are being committed, especially if they are never recorded as a "crime"?

All I know is that since programs such as these and policies such as the ones described above have been enacted, everything from homelessness to addiction seems to have increased across the board. Overdoses seem to be a daily occurrence in Sanford and the surrounding areas.

Sanford's streets are now an open-air drug den. There is no other way to put it. I am working and living with anxiety attacks every day, afraid to look out my window and see a naked body, a fight, someone shooting up, or another overdose.

It's not just me. Every day, I see people share stories in community groups about being approached on trails, people being aggressive, their belongings being stolen, cars being broken into, people banging on doors, and children vowing to never walk or ride bikes to school again because of an encounter on the trail to the middle school. And I personally have stopped walking anywhere because I don't want to further damage my mental health or have my own anxiety increased because of the things that my child may see on the path.

Two weeks ago, someone was coming out of our own trees on our property after that's where they chose to use the bathroom. My husband went down to make sure no one else was there. I followed and heard a noise behind me. There was my son, standing with his pocket knife drawn and blade open.

Something broke in me that weekend. That same weekend, we called the cops twice because

of activities. They tell them to leave, and they come right back.

What are we doing? How can we allow Sanford to become a haven for drug users but not for citizens? I want to walk peacefully in my town. I want to see kids riding bikes again and walking to school. I want to feel safe in my own home and yard without watching someone folding over or passed out for hours, overdose in the trees, or swing machetes at each other. I want my son to live without feeling like he needs a weapon in our own yard.

Something has to change.

The last few years have been horrific for mental health, housing, and the economy.

Understandably, people have fallen on hard times or given up on life. I've been there.

But we should be doing everything we can to lift these people, not keep them down by giving them the tools to do so. I am raising a son, and I teach him to be self-sufficient as a human, to take care of his basic needs to survive, be respectful of people around you, and be responsible for your actions. Why aren't we holding fully grown adults to this same standard?

In an article I read on this community blog, some of the policies that have incentivized the increase of this activity talk about not wanting to cause trauma to drug addicts.

But what about the trauma of our citizens? This cannot continue. People will flee this city. I already regret moving back, and I don't want that. I am deeply saddened.

I will leave you with an excerpt from your own website, and I implore you to read this and then drive around the city for a few hours and tell me that allowing this activity and these programs will bring forth this pledge:

From the Sanford City Council website: Community Development

Goal: "To create an economically strong and attractive community that can accelerate and sustain growth for existing businesses and attract future business investment by developing a strong, qualified workforce and quality housing for all income levels."

This mother is pleading with you. Bring back the Sanford with safe streets and kids riding bikes to school.

preferred_contact = email

Client IP = 71.255.151.66

Memo



Number: 25-323-01
To: City Council
From: Lorisa Ricketts, Assistant to Director
Date: 2025-10-07
Subject: Ordered, to approve the minutes from the Executive Session of the City Council held on September 16, 2025.

RECOMMENDATION

Ordered, to approve the minutes from the Executive Session of the City Council held on September 16, 2025.

Background Information:

Legal Review Status:

Administrative or Department Review:

Financial Impact or Review:

ATTACHMENT(S):

[9-16-25 Executive Session Minutes.pdf](#)



Sanford City Council

EXECUTIVE SESSION – SANFORD CITY COUNCIL City Manager’s Conference Room

Tuesday, September 16, 2025
5:00 PM

Executive Session Minutes

Present: Mayor Brink, Deputy Mayor Herlihy, Councilor Stackpole, Councilor Tranchemontagne, Councilor Hanselmann, Councilor Hitchcock, Councilor Martell, City Manager Steve Buck

This meeting was conducted in person in the City Manager’s Conference Room, Suite 302, Sanford City Hall and via Zoom, pursuant to 1 MRSA §403-B (2) (D) and section 6 of the Sanford City Council Rules of Procedure.

Mayor Brink opened the meeting at 5:00 PM.

New Business

25-321-01 Ordered, to enter into Executive Session to discuss personnel matters pursuant to M.R.S. Title 1, § 405 (6) (A).

Motion to enter into Executive Session by Councilor Tranchemontagne. Seconded by Councilor Hitchcock The City Council voted 7-0 to enter into executive session at 5:00 PM.

Mayor Brink declared the City Council out of executive session at 5:59 PM.

Adjourned meeting at 5:59 PM.

Respectfully submitted by Lorisa Ricketts, Executive Assistant for the City of Sanford.

Memo



Number: 25-333-01
To: City Council
From: Lorisa Ricketts, Assistant to Director
Date: 2025-10-07
Subject: Presentation of plaque to City of Sanford from Maine Town and City Clerk's Association

RECOMMENDATION

Presentation of plaque to City of Sanford from Maine Town & City Clerk's Association

Background Information:

Each year, the Maine Town and City Clerk's Association (MTCCA) elects a municipal clerk from the state to serve as its President for the year. At its recent annual meeting, the MTCCA membership voted Sanford's own City Clerk Sue Cote to the position. The City and the City Clerk are being presented with a plaque to thank us for our support of MTCCA. We are fortunate to have her representing the community in this role.

Legal Review Status:

Administrative or Department Review:

Financial Impact or Review:

Memo



Number: 25-327-01
To: City Council
From: Darcy Valido
Date: 2025-10-07
Subject: Ordered, to authorize the City Manager to implement the Master Agreement and Department Agreement for purchase and implementation of a new Motorola Computer Aided Dispatch (CAD) system in partnership with the York County Sheriff's Department and the towns of Berwick, Kennebunk, North Berwick, and South Berwick, by signing a Customer Agreement and Notice to Proceed (NTP).

RECOMMENDATION

Request for approval on Motorola CAD: Customer Agreement, Shared Agency Agreement, and Notice to Proceed (NTP)

Background Information:

N/A See attached timeline for more information about the process that has been undertaken to identify an appropriate CAD system.

Legal Review Status:

N/A

Administrative or Department Review:

N/AN/A

Financial Impact or Review:

N/AN/A

ATTACHMENT(S):

[York County CAD Committee Timeline.pdf](#)

[Sanford Maine Motorola Solutions Customer Agreement.docx.pdf](#)

[Final Sanford RCC October 2025 NTP.docx.pdf](#)

[Sanford_Police_Department_MSI Form_Shared Agency Agreement.docx.pdf](#)

York County CAD Committee

Initial meeting of the CAD committee: July 8, 2024 – made up of appointed personnel from York County agencies. These members were selected by the York County Police and Fire Chief's Associations.

Agency Representatives:

- Biddeford - Dispatch / IT / Fire
- Buxton - Police
- YCEMA
- Ogunquit - Fire
- Saco - Dispatch
- Sanford RCC
- South Berwick - Police
- Wells - Police / IT
- York - Police / IT
- York County – Sheriff's Office / Jail / County Manager

The York County Manager's office presented the initial RFP to the committee for review. Each member was tasked with gathering additional information from their respective agencies to refine the RFP to fit our needs and wants.

RFP Released to public: July 10, 2024

Pre-bid Vendor Meeting: July 23, 2024 - Open invitation for vendors. All interested vendors required to be present. Bids were not accepted by those not in attendance. The following vendors attended:

- 22nd Century
- Central Square (Pro Suite)
- CSI
- Mark 43
- Motorola (Flex)
- Pro Phoenix
- Tyler Technologies

Follow up / Clarifying questions asked by vendors: July 25, 2024

Follow up / Clarifying questions returned to vendors from CAD committee: August 1, 2024

Bids opened and distributed to the committee for review: September 26, 2024 - The following bids were received:

- 22nd Century
- Central Square (Pro Suite)
- CSI
- Motorola (Flex)
- Pro Phoenix
- Tyler Technologies

Weighted Survey: October 23, 2024 - Completed by the CAD committee. Survey determined the top 3 CAD vendor choices. The following vendors were chosen:

- Central Square (Pro Suite)
- Tyler Technologies
- Motorola (Flex)

CAD Questionnaire: October 24, 2024 - The committee members were tasked with surveying their Police / Fire / EMS / Jail agencies with a CAD questionnaire on the top features, requests, and desires in a new CAD software. These questionnaires were provided to the vendors prior to the live demos.

Live Demos Scheduled:

- Central Square (Pro Suite) - November 5, 2024
- Tyler Technologies - November 7, 2024
- Motorola (Flex) - November 14, 2024

Demo Follow-Up Meeting: December 5, 2024 – The committee selected the top two vendors from the demos and will be conducting agency site visits to view both CAD's in use. The following were selected to be viewed:

- Central Square (Pro Suite) – Date TBD at Brunswick Police Department
- Motorola (Flex) – Date TBD at Cumberland County RCC

Final Selection:

- May 20, 2025 the RFP was formally awarded to Motorola.
- July 15, 2025 Motorola presented a meet and greet / demo to the partner agencies.
- September 22, 2025, agencies were provided with the Shared Agreements, Customer Agreement and Notice to Proceed.

Motorola Solutions Customer Agreement

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

1. Agreement.

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

2. Definitions.

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

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

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

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

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

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

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

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

“**Delivery**” means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

“Documentation” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Products and Services.

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

3.2. Services.

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

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

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

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

3.2.5. Professional Services

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

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

[AI Terms](#)
[Comparison Manager](#)

[Data licensed from Motorola](#)

[Drone related Products](#)

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

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

4. Term and Termination.

- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.
- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.
- 4.5. Wind Down of Subscription.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.
- 4.7. Equipment.** In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1.** The Contract Price of \$ **3,064,017.00**, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

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

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

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

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

Name: Sanford Regional Communications Center
Address: 950 Main Street, Sanford, ME 04073
Phone: 207-324-3644

Name: Berwick Police Department
Address: 20 Wilson St, Berwick, ME 03901
Phone: 207-324-3644

Name: Kennebunk Police Department
Address: 4 Summer St, Kennebunk, ME 04043
Phone: 207-324-3644

North Berwick Police Department
Address: 21 Main St, North Berwick, ME 03906
Phone: 207-324-3644

Name: Sanford Police Department
Address: 935 Main St, Sanford, ME 04073
Phone: 207-324-3644

Name: South Berwick Police Department
Address: 1 Farmgate Rd, South Berwick, ME 03908
Phone: 207-324-3644

Name: York County Sheriff's Office
Address: 1 Layman Way, Alfred, ME 04002
Phone: 207-324-3644

E-INVOICE. To receive invoices via email:

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

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

Sanford Regional Communications Center, 950 Main Street, Sanford, ME 04073

Berwick Police Department, 20 Wilson St, Berwick, ME 03901

Kennebunk Police Department, 4 Summer St, Kennebunk, ME 04043

North Berwick Police Department, 21 Main St, North Berwick, ME 03906

Sanford Police Department, 935 Main St, Sanford, ME 04073

South Berwick Police Department, 1 Farmgate Rd, South Berwick, ME 03908

York County Sheriff's Office, 1 Layman Way, Alfred, ME 04002

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

Name: Sanford Regional Communications Center
Address: 950 Main Street, Sanford, ME 04073
Phone: 207-324-3644

Name: Berwick Police Department
Address: 20 Wilson St, Berwick, ME 03901
Phone: 207-324-3644

Name: Kennebunk Police Department
Address: 4 Summer St, Kennebunk, ME 04043

Phone: 207-324-3644

North Berwick Police Department

Address: 21 Main St. North Berwick, ME 03906

Phone: 207-324-3644

Name: Sanford Police Department

Address: 935 Main St. Sanford, ME 04073

Phone: 207-324-3644

Name: South Berwick Police Department

Address: 1 Farmgate Rd. South Berwick, ME 03908

Phone: 207-324-3644

Name: York County Sheriff's Office

Address: 1 Layman Way. Alfred, ME 04002

Phone: 207-324-3644

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

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

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

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

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

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

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

adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

- 6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS. SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all

material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

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

8. Indemnification.

- 8.1. **General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises

from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

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

9. Limitation of Liability.

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

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

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

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

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

11. Proprietary Rights; Data; Feedback.

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

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

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

12. Acceptance

- 12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

- 13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

- 14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”):
- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer’s usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or

any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 – Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic

signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

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

Motorola Solutions, Inc.

Customer: City of Sanford, Maine

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[CUSTOMER LETTERHEAD]

October 7, 2025

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

Re: Motorola Solutions Software FLEX Plus Subscription

Contract Name / Number: City of Sanford, Maine Regional Communications Center

Proposal / Quote Ref (required): Proposal dated 9/12/2025 / Quote **3283976**

Contract Name / Number: City of Berwick, Maine

Proposal / Quote Ref (required): Proposal dated 9/12/2025 / **3283990**

Contract Name / Number: City of Kennebunk, Maine

Proposal / Quote Ref (required): Proposal dated 9/12/2025 / **3283989**

Contract Name / Number: City of North Berwick, Maine

Proposal / Quote Ref (required): Proposal dated 9/12/2025 / **3283995**

Contract Name / Number: City of Sanford, Maine

Proposal / Quote Ref (required): Proposal dated 9/12/2025 / **3283986**

Contract Name / Number: City of South Berwick, Maine

Proposal / Quote Ref (required): Proposal dated 9/12/2025 / **3283993**

Contract Name / Number: County of York, Maine Sheriff's Department

Proposal / Quote Ref (required): Proposal dated 10/07/2025 / **3283996 & 3283997**

This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on Proposal dated 10/07/2025 / Quote (s) 3283976, 3283990, 3283989, 3283995, 3283986, 3283993, 3283996, 3283997 dated September 03, 2025 for the purchase price of **\$3,064,017.00**, subject to the terms and conditions of the Motorola Solutions Customer Agreement and its addenda executed by the City of Sanford, Regional Communications Center, on _____ and the Shared Agency Addendum(s) executed by the City of Berwick on _____, executed by the City of Kennebunk on _____, executed by the City of North Berwick on _____, executed by the City of Sanford on _____, executed by the City of South Berwick on _____, and executed by the County of York Sheriff's Department on _____,

The above listed agencies agree to pay Motorola Solutions "Net 30 days from receiving an invoice" for the equipment and services.

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

Customer affirms they have signatory authority to execute this contract. The contract price is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as

received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

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

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

Payment Terms as defined in the proposal dated 10/07/2025.

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

Sanford Regional Communications Center, 950 Main Street, Sanford, ME 04073

Berwick Police Department, 20 Wilson St, Berwick, ME 03901

Kennebunk Police Department, 4 Summer St, Kennebunk, ME 04043

North Berwick Police Department, 21 Main St, North Berwick, ME 03906

Sanford Police Department, 935 Main St, Sanford, ME 04073

South Berwick Police Department, 1 Farmgate Rd, South Berwick, ME 03908

York County Sheriff's Office, 1 Layman Way, Alfred, ME 04002

Invoices should reference transaction #4093893, Sanford RCC and Shared Agencies Flex CAD Suite to include Jail Subscription Plus/SE.

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

Sanford Regional Communications Center, 950 Main Street, Sanford, ME 04073

Berwick Police Department, 20 Wilson St, Berwick, ME 03901

Kennebunk Police Department, 4 Summer St, Kennebunk, ME 04043

North Berwick Police Department, 21 Main St, North Berwick, ME 03906

Sanford Police Department, 935 Main St, Sanford, ME 04073

South Berwick Police Department, 1 Farmgate Rd, South Berwick, ME 03908

York County Sheriff's Office, 1 Layman Way, Alfred, ME 04002

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

Sanford Regional Communications Center, 950 Main Street, Sanford, ME 04073

Berwick Police Department, 20 Wilson St, Berwick, ME 03901

Kennebunk Police Department, 4 Summer St, Kennebunk, ME 04043

North Berwick Police Department, 21 Main St, North Berwick, ME 03906

Sanford Police Department, 935 Main St, Sanford, ME 04073

South Berwick Police Department, 1 Farmgate Rd, South Berwick, ME 03908

York county Sheriff's Office, 1 Layman Way, Alfred, ME 04002

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

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

Sincerely yours,

By:

[Insert Name]

[Insert Title]

Shared Agency Addendum

This Shared Agency Addendum (“**SAA**”) is entered into between Motorola Solutions Inc. (“**Motorola**”) and the entity set forth below or in the MCA (“**Customer**” or “**Host Agency**”) and will be subject to and governed by the terms of the Motorola Solutions Customer Agreement (“**MCA**”) and any addendum (“**Addendum**” and collectively, the “**Addenda**”) entered into between the Parties, effective as of [REDACTED]. Capitalized terms used in this SAA, but not defined herein, will have the meanings as set forth in the MCA.

By entering into this SAA, the Shared Agency affirms that they will fund their shared costs of the system and services, per the terms of the MCA and as identified in the pricing section of the attached Addenda. Shared Agency agrees that a purchase order or other notice to proceed is not required for contract performance and that the Shared Agency has appropriated funds, including all subsequent years of service, according to the Payment Schedule Addenda. Motorola will invoice the Shared Agency per the terms of the proposal or Agreement.

Once billed, invoices shall be sent and emailed to the Shared Agency at the following address: Sanford Police Department, 935 Main St. Sanford, ME 04073

Invoices should reference transaction #4093893, Sanford RCC and Shared Agencies Flex CAD Suite to include Jail Subscription Plus/SE.

The Equipment will be shipped to the Shared Agency at the following address:
Sanford Police Department, 935 Main St, Sanford, ME 04073

The ultimate destination address (if different from the ship to above) where the Equipment will be delivered to Shared Agency is: Sanford Police Department, 935 Main St, Sanford, ME 04073

Section 1: Definitions

1. 1 **Shared Agency** - A “Shared Agency” is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola to the Host Agency, as set forth in the MCA.
1. 2 **Host Agency** – The “Host Agency” is a current Motorola licensee and customer that is authorized by Motorola and has agreed to share its use of the Software installed at its facilities with the Shared Agency.
1. 3 **Software** - “Software” means the Flex software licensed hereunder.

Section 2: License

2. 1 **Grant of License.** Motorola grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the MCA, as well as the terms and conditions specified in this SAA. The license fees paid by Shared Agency to Motorola shall be the same as those paid to Motorola by the Host Agency. Shared Agency agrees to comply with all such terms and conditions of the MCA and this SAA.
2. 2 **Termination.** This SAA will terminate automatically if and when the MCA terminates for any reason. Motorola or the Host Agency may immediately terminate this SAA and license at any time if the Shared Agency breaches the terms of this SAA or the MCA. The Host Agency may terminate this SAA at any time, with or without cause, upon ninety (90) days prior written notice to Motorola and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
2. 3 **No Assignment.** The Shared Agency may not assign or transfer this SAA to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola, which shall not be unreasonably withheld.

Section 3: Scope of Rights

3. 1 **Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This SAA does not entitle Shared Agency to any Motorola services beyond the license to use the Software.
3. 2 **Warranty.** The Representations and Warranties for the Software is defined in Section 6 of the MCA is limited to the remaining time, if any, originally granted under the MCA.

Accepted and Approved:

Sanford Police Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Memo



Number: 25-337-01
To: City Council
From: Lorisa Ricketts, Assistant to Director
Date: 2025-10-07
Subject: Ordered, to authorize the City Manager to enter into an agreement with the Sanford Post Office to allow parking for up to 10 post office vehicles in the municipal parking lot on School Street, including during overnight hours, for a period of up to six weeks starting October 19, 2025 in order to accommodate construction work being done at the Post Office, with stipulations for actions that must be taken should there be a winter snow event.

RECOMMENDATION

Authorize the City Manager to enter into an agreement with the Sanford Post Office to allow parking for up to 10 post office vehicles in the municipal parking lot on School Street, including during overnight hours, for a period of up to six weeks starting October 19 in order to accommodate construction work being done at the Post Office.

Background Information:

The Acting Supervisor at the Sanford Post Office has reached out to request permission to park the Post Office's mail vehicles overnight in the School Street parking lot for approximately six weeks while they are having work done on the building. Overnight parking in that lot is prohibited without permission from the City Council. The Acting Supervisor estimates that there will be 8 post office trucks utilizing spaces on the Mousam Street side of the parking lot, closest to the Post Office.

See attached excerpt from Sanford Ordinances § 245-135 Schedules 13 and 14 regarding parking in the School Street parking lot.

Legal Review Status:

Administrative or Department Review:

Financial Impact or Review:

ATTACHMENT(S):

[Schedule 13 & 14 Parking.pdf](#)

§ 245-135. Schedule 13: Parking prohibited during certain hours. [Added 12-20-2016 by Order No. 16-149.07]

- A. Overnight parking is prohibited for the following areas between the hours of 11:00 p.m. and 5:00 a.m.
 - (1) Any of the parks, malls, school properties or cemeteries unless specific permission is granted by the City Council or City Council designee.
- B. Overnight parking is prohibited for the following areas between the hours of 2:00 a.m. and 5:00 a.m. **[Added 6-20-2023 by Order No. 23-114-01]**
 - (1) The School Street parking lot unless specific permission is granted by the City Council or City Council designee.

§ 245-136. Schedule 14: Off-street parking during winter snow bans. [Added 6-20-2023 by Order No. 23-114-01]

- A. Parking shall be allowed in designated parking areas for the duration of winter snow removal parking bans for all hours the parking bans are in place for:
 - (1) Heritage Drive Parking Lot off Heritage Drive.
 - (2) Benton Park Parking Lot off Roberts Street.
- B. Parked vehicles must be removed within two hours after the end of the winter snow parking ban.

Memo



Number: 25-332-01
To: City Council
From: Lorisa Ricketts, Assistant to Director
Date: 2025-10-07
Subject: Resolved, to appoint City Manager Steve Buck as Sanford's official Voting Representative at the Maine Municipal Association (MMA) Annual Meeting to be held on Wednesday, October 8, 2025 at the MMA Annual Convention in Bangor, Maine.

RECOMMENDATION

Resolved, to appoint City Manager Steve Buck as Sanford's official Voting Representative at the Maine Municipal Association (MMA) Annual Meeting to be held on Wednesday, October 8, 2025 at the MMA Annual Convention in Bangor, Maine.

Background Information:

See attached.

Legal Review Status:

Administrative or Department Review:

Financial Impact or Review:

ATTACHMENT(S):

[MMA Voting Delegate.pdf](#)

To: Key Municipal Officials of MMA Membership

From: Catherine Conlow, Executive Director

Date: September 8, 2025

Subject: MMA Annual Business Meeting & Voting Credentials

The Maine Municipal Association will hold its annual business meeting in conjunction with the 89th Annual Convention:

Date: Wednesday, October 8, 2025

Time: 1:15 p.m. (Immediately following the MMA Leadership & Recognition Luncheon)

Location: Cross Insurance Center, Bangor, Maine

Purpose & Highlights:

Join MMA President Melissa Doane, Vice President Justin Poirier, and Executive Director Catherine Conlow as they:

- Share strategic priorities for the year ahead.
- Present highlights of MMA's 2025 activities and accomplishments.
- Announce the results of the Executive Committee election.

This meeting offers a unique opportunity for municipal officers to participate directly in MMA's direction-setting, celebrate collective achievements, and engage in forward-looking dialogue.

Enclosed you will find the meeting agenda as well as a voting delegate credential form. Appointed delegates are authorized to vote on all items of business conducted during the meeting. To ensure your municipality is represented, please complete and submit the form by either: (1) bringing it to the Annual Business Meeting on October 8; (2) emailing it to kellymaines@memun.org, or mailing it, so the form arrives on or before Monday, October 6, to:

Kelly Maines
Executive Office Administrative Coordinator
60 Community Drive
Augusta, ME 04330

Note: This year, there are no proposed amendments to the MMA bylaws.

"From Partners to Progress" embodies our 2025 theme, spotlighting how partnerships pave the way to meaningful advancement across Maine's municipalities. The Convention delivers a rich blend of

educational breakout sessions, keynote presentations, and impactful networking opportunities, all focused on helping municipal leaders harness collaboration for local progress.

Enjoy the Member Appreciation Reception in the Exhibit Hall featuring live music by Star City Syndicate, delicious snacks, and refreshing beverages. During the reception, MMA will present the prestigious Ethel N. Kelley Memorial Award, recognizing one distinguished municipal official for outstanding service and dedication.

For more information about the 2025 Annual Convention, visit the MMA website at <https://www.memun.org/Training/Conferences-Conventions/Convention/Agenda>

Please mark your calendars, register for the event, and make arrangements to attend. Should you need assistance with the credential forms, ADA accommodations, or if you have any questions regarding the meeting, please contact Kelly Maines at either the email address listed above or 207-623-8428 ext. 2241.

I look forward to seeing you there!

**Maine Municipal Association
Annual Business Meeting
Wednesday, October 8, 2025
1:15 p.m. – 2:30 p.m.
Cross Insurance Center
Bangor, Maine**

AGENDA

1. **Introductions and Welcoming Remarks** – MMA President Melissa Doane, Bradley Town Manager will welcome members to the business meeting.
2. **Election Results** – Melissa Doane will share the results of the Maine Municipal Election that took place August 29, 2025.
3. **Approval of 2024 MMA Annual Business Meeting Minutes** – Melissa Doane will ask for approval of the 2024 Annual Business Meeting minutes to be approved as presented.
4. **MMA President's Report** – Melissa Doane will discuss her term in office and the remainder of the year.
5. **Executive Director's Report** – Catherine Conlow, MMA Executive Director will discuss MMA business taking place throughout the year.
6. **Other Business** (*comments from the floor*)
7. **Adjournment**

**Maine Municipal Association
Annual Business Meeting
Wednesday, October 2, 2024, 1:15 p.m.
Augusta Civic Center - Penobscot Room
Meeting Minutes**

Members in Attendance: See attached record.

Introductions and Welcoming Remarks -MMA President Diane Hines welcomed members of MMA to the 2024 Annual Business meeting and called the meeting to order at 1:15 p.m.

Election Results - Diane Hines shared results of the MMA Executive Committee Election that took place August 23, 2024, as follows:

New Members begin their terms on January 1, 2025.

Officers for 2025:

- President – Melissa Doane, Town Manager, Bradley
- Vice President - Justin Poirier, Town Manager, Monmouth

Re-elected for a three-year term:

- David Cyr, Town Manager, Frenchville

Newly elected for a three-year term:

- Matt Garside, Town Manager, Poland
- Michele Varuolo-Cole, Selectperson, Bethel

Filling a vacant position with a term ending December 31, 2026:

- Pious Ali, Councilor, Portland

Approval of the 2023 MMA Annual Business Meeting Minutes – Diane Hines asked for approval of the 2023 MMA Annual Business Meeting.

Elaine Aloes MOVED, and the motion was seconded by David Cyr that the MMA Annual Business Meeting minutes be approved by voting members present. The motion passed with all in favor.

MMA President's Report - Diane Hines shared highlights from the past nine months of her presidency and her plans for the last three months. She shared the importance of Post Traumatic Stress Disorder (PTSD) that is suffered by many first responders and the ServeStrong initiative implemented by MMA. ServeStrong is an online platform that all members can use to connect with resources and real help to overcome this difficulty. It is free to all members and confidential for all users.

She continued by discussing improvements to the MMA facility, and she shared her and MMA's commitment to Diversity, Equity and Inclusion pointing out the scholarships and educational opportunities made available by MMA. Next, she talked about the membership survey that was sent out to town officials to engage members. She stated, "Your input matters."

Executive Director's Report – Executive Director, Catherine Conlow discussed the activities taking place at MMA over the past year and plans for the future. She thanked President Diane

Hines and the Executive Committee for their guidance, vision and unwavering commitment to local government. She gave a special welcome to the new committee members and thanked those about to retire from the board.

Cathy discussed the challenges with staffing at MMA and discussed all the projects that each department at MMA has been working on throughout the year. Notable accomplishments include Servestrong, website improvements, more hybrid training opportunities, and the membership survey designed to ensure that MMA meets its members' needs and expectations.

In closing Cathy shared that MMA is well positioned to continue thriving and thanked the members for their continued support.

Other Business (*comments from the floor*) – Steven Bunker complemented the convention and shared his appreciation of the sessions. He shared with the meeting participants that he is a volunteer firefighter that has survived brain cancer contracted on the job. He works reducing these risks for others and helping to develop best practices for firefighters. He encouraged all to become a part of the process in promoting safety in this profession.

Adjournment – The meeting adjourned at 1:44 p.m.

**MAINE MUNICIPAL ASSOCIATION
VOTING DELEGATE CREDENTIALS**

_____ Is hereby designated as the official Voting
(print name) Delegate and
_____ as the alternative Voting Delegate for
(print name)

(municipality)

to the Maine Municipal Association's Annual Business Meeting, which is scheduled to be held, on Wednesday, October 8, 2025, at 1:15 p.m., at the Bangor Cross Insurance Center, Bangor, Me.

The voting delegate credentials may be cast by a majority of the municipal officers, or by a municipal official designated by a majority of the municipal officers of each municipal member.

Date: _____ Municipality: _____

Signature of a Municipal Official designated by a majority of Municipal Officers:

Name: _____ Position: _____

Or signature of the majority of municipal officers:

_____	_____
_____	_____
_____	_____
_____	_____

Please return this form no later than Monday, October 6, 2025, or bring it with you to the MMA Annual Business Meeting. If mailing send to:

**MMA Annual Business Meeting
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
Email: kmaines@memun.org**

Memo



Number: 25-334-01
To: City Council
From: Lorisa Ricketts, Assistant to Director
Date: 2025-10-07
Subject: Ordered, to approve a 4 year contract extension with Revize, LLC with costs to include website updates, annual hosting, maintenance and support, and bi-annual compliance scans and remediation.

RECOMMENDATION

Approve a 4 year contract extension with Revize LLC with costs to include website updates, annual hosting, maintenance and support, and bi-annual compliance scans and remediation.

Background Information:

On April 24, 2024, the Federal Register published the Department of Justice's (Department) final rule updating its regulations for Title II of the Americans with Disabilities Act (ADA). The final rule has specific requirements about how to ensure that web content and mobile applications (apps) are accessible to people with disabilities, and the City must put actions in place to achieve compliance by April 2027. In order to meet the new requirements, a great deal of work needs to be done on the website, and it has been determined that a website redesign is the most efficient way to achieve this. Revize will analyze and help optimize the organization and layout of the website, transfer over and help update content, and scan and help remediate documents for compliance.

Legal Review Status:

Administrative or Department Review:

Financial Impact or Review:

See attached. The site-mapping and migration is a one time cost of \$3750. The annual hosting fee is an existing cost which is already in the City budget. The twice-yearly scan and remediation service is in addition to the standard hosting cost. This \$2400 annual cost is significantly lower than the cost of purchasing scan and remediation software to perform this ourselves, and the work will be performed by engineers with experience in this work, enabling the City to ensure it remains in compliance with current ADA regulations. All costs will come out of the Marketing budget.

ATTACHMENT(S):

[Revize Website Redesign and Annual Renewal with ADA Scanning for Sanford ME 09302025.pdf](#)

Revize Web Services Sales Agreement

This Sales Agreement is between The City of Sanford, Maine ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 9-30-2025

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>City of Sanford</u>	Revize Software Systems
Company Address:	<u>919 Main Street.</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Sanford, ME 04073</u>	Troy, MI 48084
Contact Name:	<u>Megan Boisvert 207-324-9173</u>	248-269-9263
Billing Dept. Contact:	<u>mlboisvert@sanfordmaine.org</u>	
CLIENT Website Address:	<u>www.sanfordme.org</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Phase 1: Kickoff Meeting and Discovery/Project Planning, onetime fee:	Included
1	Phase 2 – Design Mockups/Wireframes, onetime fee: (1) one mockup with up to (3) three rounds of changes - Home page template and inner page design and layout. - Includes Departmental Home Page Mockup	Included
1	Phase 3 & 4 – HTML Development & Revize CMS Integration, onetime fee: - Set-up all CMS modules listed in this agreement - Integration with all 3rd party web applications	Included
1	Phase 5 – Quality Assurance Testing, onetime fee:	Included
1	Phase 6 – Sitemap Development & Content Migration, onetime fee: Site map development and content migration from old website including spell checking and style corrections – up to 250 webpages & 1,500 documents (252 Webpages and 3,495 Documents on current live website)	\$3,750.00
1	Phase 7 –Content Editing Training, onetime fee:	Included
1	Phase 8 – Go Live:	Included
1	Sitemap Development/Migration Total	\$3,750.00

Annual Services:

1	Annual Hosting, Maintenance, and Support Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 50GB website storage, 100GB/Month Bandwidth, Annual Fee, SSL Certificate	\$4,400.00
1	Twice Annual WCAG Compliance Scans Up to 2 comprehensive scans per year upon client request. Up to 4 custom development hours of included for requested changes	\$2,400.00

Payment Schedule (New 4-Year Extension & Add-On Services for Redesign):

Due Date	Amount	Includes
11/1/2025:	\$ 3,750.00	Sitemap Development & Content Migration Costs
3/1/2026:	\$ 6,800.00	Year 1 Annual Hosting, Support, Maintenance + WCAG Scan & Remediation Service
3/1/2027:	\$ 6,800.00	Year 2 Annual Hosting, Support, Maintenance + WCAG Scan & Remediation Service
3/1/2028:	\$ 6,800.00	Year 3 Annual Hosting, Support, Maintenance + WCAG Scan & Remediation Service
3/1/2029:	\$ 6,800.00	Year 4 Annual Hosting, Support, Maintenance + WCAG Scan & Remediation Service

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Thomas Jean

Title of Authorized Person

Program Manager

Date:

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Additional content migration, if requested, is available for \$3 per web page or document.
3. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
4. Additional website storage is available at \$500 per year for each additional 5GB website storage.
5. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
6. Both parties must agree in writing to any changes or additions to this Sales Agreement.
7. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
8. 4-year agreement. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
9. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
10. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
11. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
12. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.
13. This contract includes up to three (3) rounds of changes to the homepage and inner page mockup during phase 2 of the project. Client may purchase unlimited rounds of changes for an additional, one-time fee of \$500. Any design changes that occur after phase 2 that require changes to the code will be billed at \$125/hour, subject to the approval of CLIENT
14. As part of the original contract between CLIENT and Revize (dated 2/18/2022) Revize included a redesign of the websites anytime in year 4 or thereafter. Upon successful completion of this redesign, Revize and CLIENT will have fulfilled their obligations for the original contract. Additional services, features, customizations, migration, anticipated support or storage increases may require an additional charge.

WCAG Scan and Remediation Service

1. If PDF remediation is included in this agreement, it will be completed within approximately 5-7 business days depending on the number of complexity of PDFs.
2. Additional development hours may be necessary to complete remediation to CLIENT's satisfaction. Additional development hours may be requested at a rate of \$125 per hour.
3. Additional PDF remediation may be requested at a rate of \$5 per page. 100 Minimum
4. PDF remediation is priced by page, not by individual file e.g., PDF of 10 pages would be billed \$50
5. CLIENT website editors are responsible for ensuring they have an understanding of WCAG compliance principles. CLIENT agrees they are responsible for the content they post and shall make reasonable efforts to avoid posting content that does conform to these guidelines. This includes, but is not limited to, posting non-compliant PDFs, failing to include descriptive ALT descriptions on photos, etc. Issues created after periodic scan and remediation has been completed are the CLIENT's responsibility and will not be remediated until next scheduled Revize scan.
6. Revize also includes an accessibility checker within the Revize CMS editor to assist CLIENT in avoiding some WCAG compliance issues.

Project Timeline Statement of Understanding

Revize and CLIENT agree and understand that the timeline provided is an estimate of our expected timeline for this project. It is not a guarantee. Revize intends to adhere as closely to the proposed timeline expectation as reasonable. CLIENT is expected to take an active role in this project including, but not limited to, participating in meetings with Revize, providing design feedback and approval, providing sitemap feedback and approval, scheduling and participating in user training, etc. Revize expects to complete phase 7 (training) of this project according to timeline provided. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. CLIENT decision to delay go-live for any reason, unrelated to a functional defect making site inoperable, does not constitute breach of contract on the part of Revize. CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. CLIENT further agrees that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize. CLIENT also acknowledges that satisfaction related to visual and experiential services like that of a website design project can be subjective. The parties agree that this project is a collaborative project and agree to work in good faith to "fine-tune" final deliverables in preparation for go live of new website. Parties further agree that generalized dissatisfaction related to the aesthetic aspects or services previously approved by the CLIENT does not constitute a breach of contract unless Revize fails to cure the functional defect with the website. The CLIENT may also elect to postpone or delay certain deliverables in favor of earlier go-live date of the website.

Enterprise Revize CMS License

As part of this agreement Revize LLC. will provide full usage access to our Enterprise Revize CMS Software, hosted in our cloud servers. This software is a proprietary software built and maintained by Revize LLC. and is intended to allow the CLIENT to easily update the content of their website. CLIENT agrees that this software access will only be used to maintain the websites included in this agreement. Sharing of the access, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS in our cloud server during the contract period. In the event that the contract is terminated, for any reason, Revize will halt CLIENT access to the Revize CMS, and will provide website content to the client, provided all payments for the entire length of the contract are fully paid. Notice of termination must be in writing and given to the non-terminating party at least 60 days prior to the effective date of termination.

Revize will integrate the following web applications into your website

Citizen's Communication Center Apps • Notification Center with Text/Email Alerts • Bid Posting • Document Center • Email Notify • FAQs • Job Posting • Multi-use Business Directory • News Center with Facebook/Twitter Integration • Online Forms • Photo Gallery • Quick Link Buttons • Revize Web Calendar • "Share This" Social Media Flyout App • Language Translator Citizen's Engagement Center Apps • Citizen Request Center with Captcha • Public Service Request App • RSS Feed	Staff Productivity Apps • Agenda Posting Center • Job Posting App • Image Manager • iCal Integration • Link Checker • Menu Manager • Online Form Builder • Staff Directory • Website Content Archiving • Website Content Scheduling Site Administration and Security Features • Audit Trail • Auto Site Map Generator • History Log • URL Redirect Setup • Roles and Permission-based Security Mode • Secure Site Gateway • Unique Login/Password for each Content Editor • Web Statistics and Analytics • Workflows by Department Mobile Device and Accessibility Features • Font Size Adjustment • Alt-Tags • Responsive Website Design (RWD)
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Memo



Number: 25-338-01
To: City Council
From: Lorisa Ricketts, Assistant to Director
Date: 2025-10-07
Subject: Ordered, to adopt a proclamation in recognition of Constitution Week.

RECOMMENDATION

Ordered, to adopt a proclamation in recognition of Constitution Week.

Background Information:

The Rebecca Emery Chapter of the National Society of the Daughters of the American Revolution (DAR) reaches out every year and requests Sanford's participation in Constitution Week, celebrating the anniversary of the United States Constitution. This year is the 238th anniversary. The DAR is a non-profit, volunteer service organization.

See attached letter and proclamation.

Legal Review Status:

Administrative or Department Review:

Financial Impact or Review:

ATTACHMENT(S):

[Constitution Week proclamation.pdf](#)



Catherine Fisher, Co- Chairman
Constitution Week
Rebecca Emery Chapter, NSDAR
578 New Dam Road
Waterboro, ME 04061
(207) 929-0245 FisherPBS@gmail.com

September 6, 2025

The Honorable Becky A. Brink
Mayor of the City of Sanford
919 Main Street
Sanford, ME 04073

Dear Madame Mayor:

Enclosed is a Constitution Week Proclamation. The Rebecca Emery Chapter of the National Society of the Daughters of the American Revolution is requesting Sanford's active participation in this year's celebration of our United States Constitution's 238th Anniversary. The DAR is a non-profit, volunteer service organization.

If you will date, sign and have sealed the Proclamation and display it at town hall, it will be our honor to include you in our yearly report provided to the National Society. We would also like to honor each town that participates in signing their Proclamation with a mention in our state DAR newsletter and in a newspaper article, and other publicity about Constitution Week.

I am hoping that someone could take a photo of the displayed Proclamation, and if you, or any other representatives of the town, would like to be in that photo – wonderful! And, then email the photo to Rebecca_Emery@MaineDAR.org

Please, contact me if you have questions; and please notify me if, when, the Proclamation is signed.

In anticipation of a favorable response, I thank you!

In DAR Service to America,



Catherine Fisher

PROCLAMATION

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2025, marks the two hundred and thirty-eighth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Becky A. Brink, by virtue of the authority vested in me as Mayor of the City of Sanford in the State of Maine do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town to be affixed this _____ day of September of the year of our Lord two thousand twenty-five.

Signed _____ SEAL Attest _____

Memo



Number: 25-335-01
To: City Council
From: Lorisa Ricketts, Assistant to Director
Date: 2025-10-07
Subject: Ordered, to adopt a City Council Resolution to Address the Impacts of Reoccurring Substance Abuse Disorder and Urging the State of Maine to Reform Drug Laws, Restore Accountability and Support Community Safety and Recovery.

RECOMMENDATION

Adopt a City Council Resolution to Address the Impacts of Reoccurring Substance Abuse Disorder and Urging the State of Maine to Reform Drug Laws, Restore Accountability and Support Community Safety and Recovery.

Background Information:

Attached is a Memo outlining the impacts observed by our Police Department and Administration related to the reoccurring impacts of people that are housing unstable affected by Substance Use Disorder and the public health and safety concerns associated with this population. The Memo discussed the erosion of laws and the capacity to connect harm reduction to diversionary programming addressing the underlying cause of the impacts, substance use disorder.

Based upon the observations and known applications, a Resolution has been drafted to raise awareness and to gain recognition with the State Legislature towards a balanced reform and assignment of resources to address the impacts caused by individuals with substance use disorder upon themselves and the public at large.

Legal Review Status:

Administrative or Department Review:

Financial Impact or Review:

ATTACHMENT(S):

[Council Memo on Resolution Drug Laws and Homelessness Impacts.pdf](#)

[A_RESOLUTION_TO_ADDRESS_THE_IMPACTS_OF_REOCCURRING_SUBSTANCE_ABUSE_DISORI](#)



MEMO

From the Desk of Steven R. Buck, Sanford City Manager

Housing Instability & Substance Use Disorder Population

To: City Council

Subject: Impacts due to Abuse of Public Property

Date: September 23, 2025

Concerns have been expressed around the continued impacts to public and private property by a limited number of unhoused people that are unhoused due to Substance Use Disorder (SUD) or Mental Health. It was recently identified as the number one complaint about our City in the ongoing Comprehensive Plan Survey, homelessness and drugs. It is also a major unresolved area within the Homeless Task Force, Overdose Task Force, and by a number of service agencies and our Residents.

The City has partnered with a number of Agencies to address people willing to take resources, willing to self-direct for help, were economically displaced from housing and a number of other areas to help them be permanently rehoused. The Police Department has exhausted all avenues of enforcement and offer of diversionary programs to address the SUDs. The issue remains with a limited population of people of housing instability that have SUD, refuse resources and services, will not self-direct for treatment, and are on a constant cycle of defying law enforcement or denying medical treatment. This population is detrimentally impacting private property, public property, businesses, residential properties, and has become a public health and safety impact within Sanford.

Impacts:

Abuse of Parks – Camping, human waste and trash, intimidation, open air drug use and substance abuse, and hazardous needle waste

Loitering in Crosswalks or Mediums – obstructing traffic and safe passage, panhandling

Sidewalks – blocking passage, camping, storage of materials, sleeping/passed out

Criminal Trespassing – trespassing after warning for prior violations of same public property

Disorderly Conduct – reckless conduct under 17-A M.R.S. § 501-A(1)(A)

Indecent Conduct – urinating in public 17-A M.R.S. § 854

Public Drinking – drinking within 200’ of Safe Zone 17 M.R.S. § 2003-A(2)

Possession of a Scheduled Drug - in violation of 17-A M.R.S. c. 45

Syringe Waste – inappropriately discarded contaminated syringes



MEMO

From the Desk of Steven R. Buck, Sanford City Manager

Housing Instability & Substance Use Disorder Population

Recognition of Actions and Results:

The rate of recidivism in the population of people with SUD and are housing unstable is the number one concern expressed within our City.

- Diversion and Resource Program offers have housed and addressed SUD within a number of unhoused persons to this point.
- Limited Diversion and Resource Programs outcomes are now at diminished levels as the remaining population refuses services, housing or treatment.
- Law enforcement for the types of Impacts listed have been diminished through amendments to past State Laws and the Homeless Protocol mandates.
- Homeless Protocols mandates, and reduction in laws for enforcement, were modified with the intent of harm reduction. Harm Reduction was dependent upon Diversionary Programming to address the Substance Abuse BUT Diversionary Programming is all but non-existent in York County and scarce across all of Maine.
- Recidivism without Recourse or Treatment is exhausting resources in;
 - Law Enforcement man-hours and effectiveness
 - Emergency Medical Services
 - Waste and syringe clean up costs in the tens of thousands per property
 - Repairs and protection of property
 - Public Health and Safety
- Criminal prosecution is not occurring even for repeat offenders with multiple charges and multiple bail condition violations exhausting law enforcement.
- Jail system is not progressive in diversionary programming or incarcerated treatment programming for short-term and repeat offenders.
- Medical Facilities are not committing by Blue Paper or mental health treatment as there is no capacity of beds for commitment – back on the streets within hours. Statute: 34-B M.R.S. § 3863 (2) (c)
- There is no recourse of change until an individual self-directs for treatment/resources, is charged to long term incarceration, or overdose occurs resulting in death.



MEMO

From the Desk of **Steven R. Buck, Sanford City Manager**

Housing Instability & Substance Use Disorder Population

Action Items Short Term and Long Term:

Short Term:

1. Consider passing a **Resolution** recognizing the inability to enforce criminal offenses due to the diminishment of such offenses, the lack of diversionary and incarcerated treatment, the inability to direct treatment, and the need for legislative change to address.
2. Elevate **Awareness of the Public** of the needed legislative actions to address law enforcement, treatment resources, and directed treatment.
3. Raise the **Resolution** and needed legislative changes to the pending **Legislative Forum** this December with the York County Legislative Delegation for Emergency Legislative Action this next Session.
4. Address the **Syringe Service Program** impacts of needle waste and contamination costs.
5. Consider the reassignment of Resources within the Police Department for a dedicated **Street Crimes/Drug Enforcement Division**

Long Term:

1. **Advocate for Legislative Actions** to increase enforceability of laws reduced during COVID and the Homeless Protocols as listed.
2. Advocate for increased **SUD and Mental Health Beds**.
3. Restore/Implement **Diversionary Programming for SUD** violations.
4. Improve **Incarcerated Treatment** Programs – Sublocade and Structured Release Programs/Bail Conditions.
5. Partner with Sanford Housing Authority to complete **Housing for Good** 30-Unit Project off Heritage Crossing to improve housing stability for most difficult cases.

**A RESOLUTION TO ADDRESS THE IMPACTS OF REOCCURRING SUBSTANCE ABUSE
DISORDER AND URGING THE STATE OF MAINE TO REFORM DRUG LAWS, RESTORE
ACCOUNTABILITY, AND SUPPORT COMMUNITY SAFETY AND RECOVERY**

WHEREAS, the City has and continues to incur significant and detrimental impacts to public health and safety, fiscal resources, and property destruction associated with individuals with Substance Use Disorder (SUD) on reoccurring and uncontrollable levels; and

WHEREAS, in recent years Maine has enacted significant changes in drug policy and laws, including the 2016 legalization of adult-use cannabis, the 2019 enactment and 2022 expansion of the Good Samaritan overdose law (Title 17-A §1111-B), the 2021 legalization of hypodermic syringe possession, and the reduction of possession of lethal drugs to misdemeanor-level penalties in many cases RE Title 17-A c 45 part 2; and

WHEREAS, the Legislature enacted Title 17-A §18 directing the Maine Attorney General to issue mandatory Homelessness Protocols for all law enforcement agencies that limit or discourage law enforcement intervention in unlawful encampments, trespassing, and related public safety concerns for anyone identifying as homeless, leaving municipalities with fewer options to address the health and safety impacts of encampments and abuse of public property on residents, businesses, and vulnerable individuals; and

WHEREAS, these changes were intended to promote harm reduction and treatment and extenuating circumstances of drug use at the height of homelessness but in practice have led to increased open-air drug use, inappropriately discarded needles in public spaces, diminished accountability for drug traffickers, and repeated bail violations without recourse: and

WHEREAS, the reduction of the ability to enforce previously applicable laws and enforcement actions by the courts within Title 17-A Chapter 45 Drugs is the leading cause of recidivism for a population of substance use disorder individuals; and

WHEREAS, York County and the State lack the facilities for diversionary medication-assisted treatment (MAT) to provide for the offer of treatment services as required by the State's mandated Homelessness Protocols; and

WHEREAS, the York County and State legal systems do not provide for the Courts to adequately provide structured reentry programming or incarcerated recovery programs for repeat offenders or violators of bail conditions; and

WHEREAS, fentanyl’s extreme lethality has redefined the drug crisis, yet statutory definitions of “furnishing” and “trafficking” (Title 17-A c 45) have been repeatedly revised, creating confusion, inconsistency, and unenforceability for law enforcement officers; and

WHEREAS, the directive and intent for “treatment, not jail” rings hollow without adequate infrastructure, as Maine continues to face a severe shortage of detox beds, long waitlists for mental health services, and insufficient state-level funding for treatment; and

WHEREAS, Maine Communities, including Sanford, bear the costs of these State policies and law reductions in the form of overdoses, repeat offenses without end, reduced neighborhood safety, extraordinary maintenance, repair and clean up fees on public property, and extreme public concerns of the wellbeing of our City and Residents.

NOW, THEREFORE, BE IT RESOLVED, that the Sanford City Council urges the Maine Legislature and Governor to aid in the address of the impacts due to Substance Use Disorder upon our Residents and our City through Legislative actions to;

1. Restore felony penalties for possession of lethal drugs such as fentanyl, heroin, and methamphetamine;
2. Amend the Good Samaritan law to protect bystanders while ensuring accountability for traffickers and evidence preservation;
3. Reform bail practices to end the revolving door of repeat offenders who violate conditions with impunity.
4. Establish “Incarcerated Recovery” programs that provide detox, treatment, and structured re-entry for repeat offenders;
5. Invest in treatment infrastructure with same-day access to detox and mental health services.
6. Fund syringe disposal and cleanup programs to address the hazards caused by legalized syringe possession or syringe service programs;
7. Support co-responder models embedding social workers with, not instead of, police;
8. Ensure full cooperation of State, County, and Municipal Law Enforcement with Federal Authorities as partners to dismantle drug trafficking and organized crime networks;
9. Provide resources for cannabis enforcement against illicit and international operations exploiting Maine’s medical and adult use cannabis laws;

10. Mandate transparent annual reporting linking overdoses, arrests, treatment diversion, and sentencing outcomes as evidence-based treatment towards the address of Substance Use Disorders.

BE IT FURTHER RESOLVED, that the Sanford City Council calls on the State Legislature to return to balance — combining compassion with accountability, investing in real treatment capacity, and restoring effective law enforcement and judicial actions to better protect All Maine Communities.

Adopted this ____ day of _____, 2025, by the Sanford City Council.