



**City of Biddeford
City Council**

June 28, 2024 at 9:30 AM
City Hall Council Chambers & Zoom

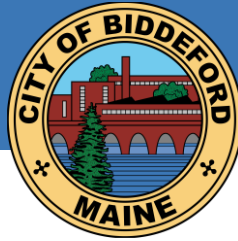
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Or call in by phone: +1 312 626 6799

Meeting ID: 94500138238

Passcode:756069

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Public Addressing the Council
(3 minute limit per speaker for up to a total of 15 minutes)
5. Presentation
 - 5.a Update on the Implementation of the Unhoused Directive
 - 5.a New Approach for Serving Unhoused Residents
6. Orders of the Day
 - 6.a 2024.108 Approval/PD Cruiser Purchase
 - 6.b 2024.109 Approval/Authorize City Manager to enter contract with Berry Dunn
 - 6.c 2024.110 Authorization/Administrative Amendment to Adams Point Contract Zone
7. Public Addressing the Council
(5 minute limit per speaker)
8. Adjourn



Biddeford's New Approach for Serving Unhoused Residents – Communications Update

We are looking forward to the opening of Seeds of Hope's Interim Overnight Center on July 8, enabling us to bring all Biddeford residents indoors into a safer and healthier environment. As a part of this new approach to serving our unhoused residents, encampments throughout the City, including but not limited to the encampment near Mechanics Park on Water Street, will be carefully closed on the morning of July 8.

Frequent and clear communication about encampment closure procedures will be a key component to a smooth transition from outdoor to indoor living. Providing ample notice allows all campers the opportunity to prepare to relocate when the day arrives. This memo outlines how the announcement of the new policy approach has already been communicated. It also outlines how communication to the public via the media will take place on July 8.

Communications To Date

Public and Media Communication: Following the June 4 City Council Meeting, a press release was distributed to our media partners announcing the change in approach to camping outdoors and the upcoming opening of Seeds of Hope's Interim Overnight Center. The information was widely circulated through all three of the local broadcast news stations as well as the print and online outlets that cover our area. We also created a link with the information on the plan which can be accessed from the front page of our website. This memo has been uploaded to the page and further updates will be made when new information is available.

Communication to Campers: Chief Fisk visited the Water Street encampment on Tuesday, June 25. She handed out flyers to the campers formally notifying them that they will be asked to begin packing their belongings and leaving the property on the morning of July 8. Jake Hammer, who has formally transitioned to the Unhoused and General Assistance Coordinator role, will be present, and a few local social workers who have existing relationships with some of the campers have also volunteered to be on site as a resource.

The Chief also informed the campers that the Public Works Department will be bussing in 30-gallon recycling cans that folks may store their personal belongings in temporarily. Photographic records of the items will be taken and the cans will be shut and secured. Each can has a unique number on it that will be used for people to identify their items when they return for pickup. The items will be stored on the bus without disruption for 21 days to provide their owners time to make arrangements for long-term storage. There will also be secure storage on site at Seeds of Hope's Interim Overnight Center for critical personal belongings for those who choose to transition to the City-supported indoor option. Some of

the campers requested access to a dumpster ahead of time to begin disposing of items that they will no longer need after the move indoors.

The intake policy for accessing Seeds of Hope's Interim Overnight Center requires all patrons to submit a General Assistance application. Jake Hammer will be visiting the Water Street site beginning next week with copies of the application. He will help guide interested participants through the paperwork to ensure that they have immediate access to the Overnight Center on the night of July 8, as well as assist them with helping pack up their belongings.

Public Works was also present at the Water Street site on June 25 to install signs reiterating the information about the July 8 closure. Many of the people currently living on the site were receptive to the flyers and signage and indicated that they were already aware of the closure and making arrangements for next steps.

Media and Communications Plan for July 8

Members of the press will be provided advanced information about the City's communications plan for July 8 via a media advisory. We expect to organize two media briefings – one in the morning and one in the afternoon, with Mayor Grohman, Seeds of Hope Executive Director Vassie Fowler, Chief Fisk, and Jake Hammer will be available for media comment during one or both of these briefings. We also hope to coordinate arrangements to offer tours of the Overnight Center to the media.



City Council

Meeting Date: June 28, 2024
Meeting Time: 9:30 AM
Agenda Item No: 6.a
Item Description: 2024.108 Approval/PD Cruiser Purchase
Submitted By: JoAnne W. Fisk, Chief of Police

Supporting Information/Documentation:

2024.108 Police Department Cruiser ORDER, Vehicle quotes

Key Terms:

Central Chrysler Jeep Dodge quote - Raynham, MA
John Jones Police Pursuit Vehicles - Salem, In

Executive Summary:

Approval to purchase one 2023, one 2024 new Dodge Durango Pursuit SUV/AWD vehicles

Detailed Review:

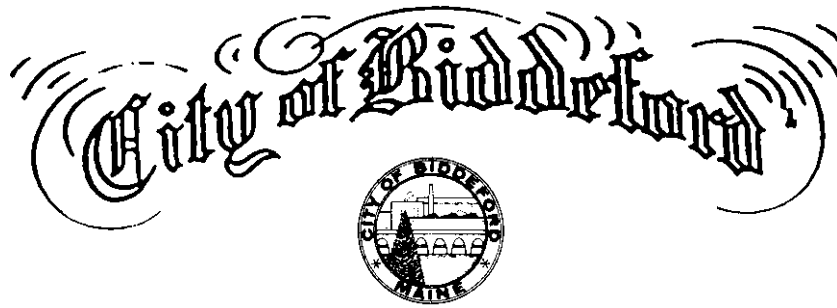
On June 21, 2024, at 12:24 a.m. Officers were responding to an emergency call reported as shots fired. Two Officers in two separate cruisers responding to the call collided at the intersection of Pool and Alfred Streets. Both vehicles were towed to Biddeford Public Works. The department's K-9 vehicle, a 2022 Ford Explorer Interceptor, is considered a total loss by the insurance adjuster. The second police vehicle involved is another 2022 Ford Explorer Interceptor. The adjuster has yet to determine if this vehicle will be a total loss; however, it is heavily damaged.

Funding Source:

FY 2025 budget in 21146 shall be used to offset by insurance reimbursements. Total purchase cost is \$92,405.00.

Staff Recommendation:

Staff recommends the purchase of two Dodge Durango Pursuit vehicles for the purchase price of \$92,405.00



2024.108

IN BOARD OF CITY COUNCIL... June 28, 2024

BE IT ORDERED, that the City Council authorizes the City manager to purchase two (2) 2023/24 Dodge Police Pursuit vehicles from Central Chrysler Jeep Dodge, Raynham MA. The purchase amount is not to exceed \$95,000.00.

Attest by: _____

here PC673857	new 2023	Vehicle Quote	
<i>Central Chrysler Jeep Dodge</i>		DATE:	June 21, 2024
Debra (Stefanik) Daley		INVOICE #	
(508) 802 4209 direct line			
		FOR:	JoAnne Fisk, Chief of Police
191 New State Highway			
Raynham, MA 02767		BILL TO:	Biddeford ME Police Dept
(508) 802-4209			39 Alfred Rd
Fax: 508-828-2131			Biddeford ME 04005
		Tel	207-282-5127
Maine Regional concession		Cell	
DESCRIPTION		AMOUNT	
2023 Dodge Durango Pursuit AWD			
22Z - 5.7L HEMI MDS VVT Engine			
8 Spd Automatic Transmission			
PXJ- DB Black Clear Coat Exterior			
C5 X9 Black Cloth Buckets Seats			
All Standard Equipment PLUS: (May replace standard equipment)			
CW6 - Deactivate Rear Doors/Windows		Included	
LSA - Security Alarm		Included	
GXA - Entire Fleet Alike Key (FREQ 2)		Included	
LNF - Black Left LED Spot Lamp		Included	
UBN - Uconnect 5 Nav w 10.1 " Display			Included
WP1 - 18X8 Painted Aluminum Wheels			Included
			Included
see attached window sticker			
in transit - eta: 7/10			
	Includes delivery		
Quote does not include reg fees and any other applicable taxes.		TOTAL	\$ 46,787.00

in transit RC213889		2024		Vehicle Quote	
Central Chrysler Jeep Dodge			DATE:	June 21, 2024	
Debra (Stefanik) Daley		INVOICE #			
(508) 802 4209 direct line					
		FOR:		JoAnne Fisk, Chief of Police	
191 New State Highway					
Raynham, MA 02767		BILL TO:		Biddeford ME Police Dept	
(508) 802-4209				39 Alfred Rd	
Fax: 508-828-2131				Biddeford ME 04005	
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DESCRIPTION				AMOUNT	
2024 Dodge Durango Pursuit AWD					
22Z - 5.7L HEMI MDS VVT Engine					
8 Spd Automatic Transmission					
PXJ- DB Black Clear Coat Exterior					
C5 X9 Black Cloth Buckets Seats					
All Standard Equipment PLUS: (May replace standard equipment)					
CW6 - Deactivate Rear Doors/Windows				Included	
CW7 - Door/Window Activation Kit				Included	
GXA - Entire Fleet Alike Key (FREQ 2)				Included	
LNF - Black Left LED Spot Lamp				Included	
UBN - Uconnect 5 Nav w 10.1 " Display				Included	
WP1 - 18X8 Painted Aluminum Wheels				Included	
ADL- Skid Plate Group				Included	
see attached window sticker					
in transit - eta: 7/10					
Includes delivery					
Quote does not include reg fees and any other applicable taxes.				TOTAL	\$ 45,618.00



City Council

Meeting Date: June 28, 2024

Meeting Time: 9:30 AM

Agenda Item No: 6.b

Item 2024.109 Approval/Authorize City Manager to enter contract with Berry

Description: Dunn

Submitted By: Brian S. Phinney, COO

Supporting Information/Documentation:

20240628 Authorization BerryDunn Project Plan-ORDER, 20240626 City of Biddeford Maine Project Plan - Phase 2

Key Terms:

Executive Summary:

Approval of this items authorizes the City Manager to proceed with FY23 audit administrative work through BerryDunn

Detailed Review:

As the next phase of the FY23 Audit support project, BerrryDunn has performed a level of effort review of the administrative support needed to assist the City with the reconciliation process in preparation for completion of the formal FY23 Audit through RKO.

The work will be perform on a time and material basis at discounted rates as identified in the Project Plan dated June 26, 2024. The work is expected to take between 4 and 6 months depending on the availability data. The overall cost of the project will be dependent upon actual time and the level of support available from staff to perform reconciliation work along side BerryDunn.

Funding Source:

The expense will be charged to the General Administrative budget (budget line 21111-60306). The recommendation is to overspend the line understanding the overall budget for General Administration is expected to come in below budget. Upon an affirmative vote the expense will be encumbered within the FY24 Budget.

Staff Recommendation:

The recommendation is to approve the Order to proceed with reconciliation work.



City Council

Meeting Date: June 28, 2024

Meeting Time: 9:30 AM

Agenda Item No: 6.b

Item 2024.109 Approval/Authorize City Manager to enter contract with Berry

Description: Dunn

Submitted By: Brian S. Phinney, COO

Supporting Information/Documentation:

20240628 Authorization BerryDunn Project Plan-ORDER, 20240626 City of Biddeford Maine Project Plan - Phase 2

Key Terms:

Executive Summary:

Approval of this items authorizes the City Manager to proceed with FY23 audit administrative work through BerryDunn

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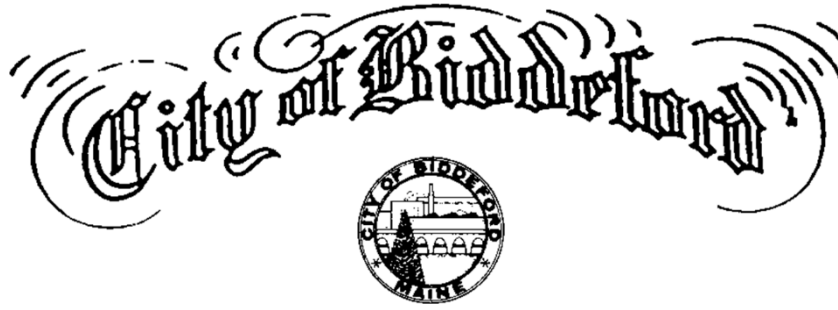
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Funding Source:

The expense will be charged to the General Administrative budget (budget line 21111-60306). The recommendation is to overspend the line understanding the overall budget for General Administration is expected to come in below budget. Upon an affirmative vote the expense will be encumbered within the FY24 Budget.

Staff Recommendation:

The recommendation is to approve the Order to proceed with reconciliation work.



2024.109

IN BOARD OF CITY COUNCIL...JUNE 28, 2024

BE IT ORDERED that the City Manager enter into an agreement with BerryDunn for administrative support services required to complete cash and account reconciliations in order to proceed with completion of the FY23 Audit in accordance with the Project Plan dated June 26, 2024.

Note: The project work shall be performed on a time and materials basis. Staff will provide monthly updates at the second regular meeting of the City Council. The updates will include specific work completed, material problems and or expected delays, and cumulative project costs based on invoices received as of the date each report is prepared.



PROJECT PLAN

City of Biddeford, Maine

DATE

June 26, 2024

BerryDunn

1000 Elm Street, 4th Floor
Manchester, New Hampshire
t: 603.518.2600
f: 603.666.4755

Robert Smalley, CPA, Principal
rsmalley@berrydunn.com

Katharine Balukas, CPA, Senior Manager
kbalukas@berrydunn.com

Leah Shanahan, CPA, Principal
lshanahan@berrydunn.com

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1.0 Executive Summary

BerryDunn will partner with the City of Biddeford (the City) to assist the City in preparing for the fiscal year 2023 financial statement audit. We understand that there has been turnover within the City that may have impacted the timeliness of the audit. We are happy to partner with your team, if your team has capacity to assist with work outlined below, we would be happy to reduce our scope and clarify roles on areas outlined below.

2.0 Areas of Focus

BerryDunn reviewed a word document entitled “*Audit Pending Items as 2/16/2024*” that was prepared by the City’s auditors, Runyon Kersteen Ouellette (RKO). This word document outlined the open/pending items that are needed in order to complete the fiscal year 2023 financial statement audit. BerryDunn has also had numerous conversations with key individuals at the City and the auditors to identify key reconciliations and when these reconciliations were last performed.

Taking into consideration the audit pending items from the City’s auditors and information acquired from our interviews with the City, we’ve identified the following focus areas:

2.1 Cash

- ✓ Cash Reconciliations – Prepare for all cash accounts for FY2023
 - Review and input as necessary missing FY2023 transactions.

2.2 Credit Cards

- ✓ Credit Card Reconciliations – Prepare for all credit card accounts for FY2023
 - Review and input as necessary missing FY2023 transactions.

2.3 Prepaid Expenses

- ✓ Prepaid Expense Reconciliations – Prepare for all prepaid expenses for FY2023
 - Adjust nonspendable fund balance accordingly

2.4 Capital Asset Information

- ✓ Capital Assets – Preparation of capital asset schedules for FY2023

2.5 Accounts Receivable

- ✓ AR Reconciliation (general fund) – Prepare reconciliation of AR for FY2023.
- ✓ Grant receivables (special revenue funds) – Prepare reconciliations of grant receivables for FY2023

2.6 Accounts Payable and Other Liabilities

- ✓ Liabilities – Prepare reconciliation of accounts payable and other liability accounts for FY2023.

2.7 Special Revenue Funds

- ✓ Review status of City grants
 - Document surplus, inactive, or deficit fund balances

2.8 School Department Reconciliation

- ✓ Work with the City to input and reconcile the school department audited year-end information.
- ✓ Compile capital asset information

2.9 Interfund Balances (Due to / Due Froms)

- ✓ Interfund Balances (due to / due froms)– Reconcile and balance interfund balances for FY2023.

2.10 Fund Balances

- ✓ Prepare a roll forward reconciliation of all fund balance accounts.

2.11 Federal Funds (Uniform Guidance)

- ✓ Prepare FY 2023 SEFA

3.0 Fees

Due to the nature of the engagement, our fees are broken down between two phases:

Phase I: Prepare reconciliations for cash and credit card accounts for FY2023.

Estimated 600-800 hours

- We will provide an update after 60 days on any necessary revision to these estimates.

Phase II: Preparation of other balance sheet and general ledger reconciliations necessary to complete the FY2023 audit.

Estimated 300-400 hours

- We will provide an update after 60 days on any necessary revision to these estimates.

Our estimated hours above assume the work will be completed in a remote manner. Should travel be required, any direct travel costs will be billed in addition. We are well-equipped to perform the requested services on a remote basis, but do value and recognize the need to be in person for certain tasks. Our fees will be billed based on our discounted hourly rates below within the estimates noted.

Position	Base Rate	Discounted Rate
Principal	\$550	\$410
Senior Manager	\$410	\$310
Manager	\$355	\$270
Senior	\$305	\$230
Staff	\$210	\$160
Admin. Assistants	\$75	\$60

4.0 Project Timeline

We are planning for the above engagement to be completed in 4-6 months. Throughout the engagement we will provide status updates at the frequency requested by the City (weekly, biweekly or monthly) on the work completed, work to be completed, and the remaining fees to date.

5.0 Fiscal Year 2024

We are happy to assist with the above work continuing in FY2024. We do anticipate gaining efficiencies having completed FY2023 documentation. We'd be happy to provide a refined estimate for FY2024 as we near completion of FY2023 work.

We will provide all schedules and workpapers to your team to ensure a smooth handoff and transition of work to your internal team at the point in time you feel is most appropriate for your team to takeover reconciliations moving forward.

6.0 Response

Since the procedures to be performed will not constitute an audit made in accordance with U.S. generally accepted auditing standards, we will not express an opinion on any of the items specified in the reports issued or on the financial statements of the City taken as a whole. The work will be performed in accordance with AICPA's Statement on Standards for Consulting Services.

In rendering these services, we will be relying on the accuracy and reliability of historical financial information or other financial data of the City provided by management. We will not, as a part of this engagement, audit, compile, or review such information, and we will not express an opinion or any form of assurance on it. You and your representatives will provide to us promptly, upon request, all information and documentation reasonably deemed necessary or desirable by us in connection with the services described herein. You and your representatives represent and warrant that all information and documentation provided or to be provided is true, correct and complete, to the best of your knowledge and belief, except as you may otherwise advise us at the time you provide us the information. We are authorized to rely upon such information and documentation without independent investigation or verification.

Our working papers, including any copies of your records that we choose to make, are our property and will be retained by us in accordance with our established records retention policy.

Either party may cancel this agreement at any time by providing written notice of cancellation to the other party. Upon termination, BerryDunn will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. Disputes will be handled by a process of arbitration, mediation, or other means provided by law for resolving problems and for determining who bears the cost of consequential damages arising from errors, omissions, or negligence.

We will not perform management functions, make management decisions, or act or appear to act in a capacity equivalent to that of a member of management or an employee and, if applicable, will comply with AICPA or regulatory independence guidance.

The City agrees to the following:

1. Management of the City shall make all management decisions arising out of, or in connection with, these services, including the following general activities:
 - a. Authorizing, executing, or consummating all transactions.
 - b. Preparing all source documents in electronic or other form evidencing the occurrence of a transaction.
2. The City will designate an appropriate individual to oversee the nonaudit services.
3. The City will evaluate the adequacy and results of the services.
4. The City accepts responsibility for the results of the services.

The scope of this engagement does not constitute the provision by BerryDunn, its principals, or staff of any legal advice. Moreover, because our engagement is limited in nature, it cannot be relied upon to discover all documents and other information or provide all analyses which may have importance to this matter.

We are committed to providing you with a fee that is reasonable and fair for the high quality of service you will receive. Our billings for the services set forth in this letter, which will be based upon our rates as outlined above. Out-of-pocket expenses, including travel costs, for the above services will be billed separately. A late charge is added on all unpaid bills in excess of 30 days at an annual rate of 18% (1½% per month). This engagement includes only those services specifically described in this letter. Appearances before judicial proceedings or government agencies such as the Internal Revenue Service or other regulatory bodies, arising out of this engagement, will be billed to you separately.

We may stop work at any time in the event of any unpaid balance. We may resign from this engagement at our sole discretion at any time.

Each party hereto agrees that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, “electronic signature” includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, an electronic sound symbol or process attached to or logically associated with a contract or other record and executed or adopted by a person with an intent to sign the record, or a digital signature.

This proposal correctly sets forth the understanding of the City of Biddeford.

Name: _____

Title: _____

Signature: _____

Date: _____



City Council

Meeting Date: June 28, 2024

Meeting Time: 9:30 AM

Agenda Item 6.c

No:

Item 2024.110 Authorization/Administrative Amendment to Adams Point Contract

Description: Zone

Submitted By: Brian S. Phinney, COO

Supporting Information/Documentation:

20240628 Adams Point Contract Zone-ORDER, 20240628 Amended Adams Point Contract Zone Agreement - REDLINE, 20240628 Amended Findings of Fact and Recommendations of the City of Biddeford Planning Board-REDLINE

Key Terms:

Executive Summary:

Approval of this item Authorizes the City Manger to sign an amended Contract Zone Agreement for the 69 Adams Street (Adams Point Project) to correct administrative errors in order to prevent closing delays as the various funding and regulatory entities review the project paperwork in anticipation of closing due diligence.

Detailed Review:

In October of 2021, the Biddeord City Council authorized the creation of Contract Zone #20 for the Adams Point Development Project. The attorney for Southern Maine Affordable Housing in connection with the Adams Point Project pre-closing due diligence identified an error in the Planning Board's Findings of Fact and Recommendations included in the Adams Point Contract Zone approval documents. The attorney has requested that the error be corrected prior to the beginning of land use document review by the staff and attorneys of the project's funders, and also to resolve it so that funders' objections or questions about it do not hold up closing, which is set for July 31st.

While it is generally accepted by the City that the city manager has authority to correct the contract zone agreement administratively, the Developer's lenders and investors expect to see

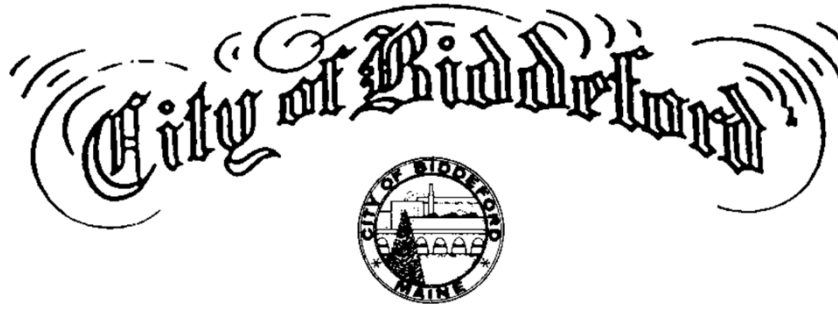
the City Council formally approve the change in the Contract Zone Recommendations and the Contract Zone Agreement that cures the clerical error in the original Recommendations submitted for approval. Rather than give the lenders and investors the opportunity to raise this as part of their due diligence. There are no substantive changes to the FOF and Recommendations. The dates have been updated, Guy Gagnon's title and the signature block for the Limited Partnership have been updated, and errors have been corrected.

Funding Source:

N/A

Staff Recommendation:

Staff recommends approval of the Order.



2024.110

IN BOARD OF CITY COUNCIL...JUNE 28, 2024

BE IT ORDERED that the City Manager be authorized to sign and execute an amended Agreement between the City of Biddeford, Adams Point, LP and Southern Maine Affordable Housing establishing said Contract Zone #20 to correct administrative errors.

Note: Contract Zone #20 was adopted by Council Order 2021.101 on October 19, 2021. The underlying Contract Zone tax map remains unaffected by these administrative changes.

CONTRACT ZONE AGREEMENT

AGREEMENT made as of ~~June 13~~, July 1, 2024, by and between Adams Point, LP, a Maine limited partnership (the "Developer") and Southern Maine Affordable Housing, a Maine nonprofit corporation with an established place of business in Biddeford, Maine (hereinafter, jointly and severally -called- the "Owner") and THE CITY OF BIDDEFORD, a body politic and corporate located in Biddeford, York County, Maine, (hereinafter called "Biddeford").

WHEREAS, the Owner (or one of them) is the owner of certain real estate (the "Property") situated at 69 Adams Street, so-called, in Biddeford, the Property is currently designated as Tax Map 38, Lot 296, and contains approximately (Note *) 1.44 acres. Owner desires to transfer the Property to Adams Point, LP (~~the "Developer"~~) who intends to develop the Property as a 39-unit affordable housing building for families on the Property. (the "Development"). The description of the Property is shown on the plan entitled "Adams Point Housing -69 Adams Street, Biddeford, ~~ME~~; Maine 04005" (Note **) ~~Subdivision and Site Plan~~ prepared by Oak Point Associates as approved by the Planning Board on ~~September 29, 2021~~ March 20, 2024 and recorded in the York County Registry of Deeds in Plan Book 438, Page 49, attached hereto as EXHIBIT A; and

WHEREAS, on October 5, 2021, Owner ~~has~~ applied for and obtained approval to re-zone the Property pursuant to the Contract Zoning provisions of the Zoning Ordinance of the City of Biddeford to create the Contract Zone; (the "Approval"); and

WHEREAS, in the follow-up to the granting of the Approval but prior to the signing of a Contract Zone Agreement, a scrivener's error was found in the Planning Board Findings of Fact and Recommendations provided to the City Council in connection with the Approval, which error has been corrected by the Planning Board in its recommendations which are attached as Exhibit B;

WHEREAS, the parties are entering into this Agreement to provide written contractual evidence of the agreement of the parties and the terms and conditions of the Contract Zone.

NOW, THEREFORE,

in consideration of the mutual agreements hereinafter set forth and in consideration of the granting of the zoning ordinance change, the parties agree as follows:

1. **Development of the Property.** Owner agrees that in the event it shall transfer title to the Property to Developer, it shall require as a condition of sale that the Developer, or its assignee approved by the Biddeford Planning Board or such other municipal board or committee having jurisdiction (~~the "Approved Assignee"~~), shall develop the Property in accordance with the following provisions and conditions which are incorporated herein:
 - A. Findings of Fact and Recommendations of the City of Biddeford Planning Board attached hereto as EXHIBIT B; and
 - B. Materials and plans entitled "Adams Point Housing", prepared by Oak Point Associates and which contains the signatures of the Biddeford Planning Board

members, or their authorized designee, and have been or will be duly recorded in the York Registry of Deeds.

2. **Failure to Complete Development.** In the event the Developer, or its Approved Assignee, shall fail to commence significant construction of the ~~improvements~~Development within four (4) years of the effective date of ~~the Contract Zone~~this Agreement and shall complete construction within seven (7) years of the effective date of ~~the Contract Zone~~this Agreement, the Contract Zone granted hereby shall automatically be void and the Property shall revert to the zoning classification of the abutting properties. Significant commencement of construction shall mean the installation of all infrastructure improvements and grading within the limits of the ~~Project~~Property.

In the event that the ~~zones have changed~~Developer fails to complete the Development in accordance with Section 2, each portion of the Property shall revert to the zoning classifications of the abutting properties. In the event the changed abutting properties shall have more than one zoning classification, the Property shall become part of the more restrictive abutting zone.

3. **Construction and Effect.** This agreement shall be construed in accordance with the laws of the State of Maine and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

NOTES:

- 1) *Lot Acreage 1.54 changed to 1.44 to reflect actual site acreage determined after the Approval
- 2) ** Modified from "Existing Conditions" to "Subdivision and Site Plan"

IN WITNESS WHEREOF, the parties have caused this instrument to be signed all as of the day and date above written.

Witness:

ADAMS POINT, LP

BY: ADAMS POINT GP LLC

By: _____
Guy M. Gagnon,
~~Member~~Manager

STATE OF MAINE

County of York, ss. _____, 2024

Personally appeared before me the above-named Guy M. Gagnon, in his said capacity, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Notary Public / Attorney at Law

Print Name:

Commission Expires:

SOUTHERN MAINE AFFORDABLE HOUSING

By: _____
Guy M. Gagnon, President

STATE OF MAINE

County of York, ss. _____, 2024

Personally appeared before me the above-named Guy M. Gagnon, in his said capacity, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Notary Public / Attorney at Law

Print Name:

Commission Expires:

CITY OF BIDDEFORD

By: _____
James Bennett, Its Manager

STATE OF MAINE

County of York, ss. _____, 2024

Personally appeared before me the above-named James Bennett, in his said capacity, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Notary Public / Attorney at Law

Print Name:

Commission Expires:

Findings of Fact and Recommendations of the City of Biddeford Planning Board

To: Mayor ~~Alan Casavant~~ Martin Grohman
Members of the Biddeford City Council

The Planning Board of the City of Biddeford has met and reviewed the Request for Contract Zone submitted by Adams Point, LP and Southern Maine Affordable Housing, with respect to property located at 69 Adams Street in Biddeford. The property is composed of the property currently designated as Tax Map 38, Lot 296 and contains approximately ~~67,082~~ (Note*) 62,971 square feet (Note **) 1.5444 acres~~).~~. The Project will involve the construction of 39 total family housing units. In addition to the creation of a Contract Zone, it was necessary for the Project to be further reviewed under the site ~~plan~~ plan review procedures ~~of the~~ of the Biddeford Zoning Ordinance.

Upon review, the Planning Board of the City of Biddeford makes the following findings of fact:

- A. The proposed contract zone as hereinafter set forth is consistent with the Comprehensive Plan of the City of Biddeford in that the area to be developed is located in a section of the City of Biddeford which is currently developed for large scale uses such as municipal offices, medical offices, office buildings, higher-density residential housing, and elderly care support facilities; and
- B. The proposed residential use is consistent with the existing or permitted uses within the original zone that is, the existing MSRD2 zone which provides for areas of medium density residential development; and
- C. The proposed zone change shall meet all of the area, front yard, side yard, rear yard and height requirements of the proposed contract zone; and
- D. The proposed zone will not create unreasonable traffic congestion on contiguous or adjacent streets, provided anticipated improvements required by various governmental approvals are constructed; and
- E. The proposed zone change and use authorized includes provisions for providing and maintaining adequate:
 - 1. Utility services; and
 - 2. Sewage disposal; and
 - 3. Drainage; and
 - 4. Solid waste disposal; and
 - 5. Access; and
 - 6. Parking and loading; and
 - 7. All other necessary site improvements; and

- F. The proposed use will conform to the general character of the neighborhood in that the materials to be used, style of buildings, fences, plantings and the like are compatible with the character of the neighborhood; and
- G. Insofar as practicable, the landscaping will be preserved in its natural state; and
- H. There will be sufficient setbacks of structures and screening to provide an adequate visual and sound barrier; and
- I. Off-street parking facilities are sufficiently screened from view of surrounding properties; and
- J. There will be no significant adverse effect resulting from the proposed use and the proposed zone change upon the public health, safety and general welfare of the neighborhood.

The Planning Board of the City of Biddeford specifically finds there is a demonstrated need for the type of housing to be constructed which is intended to be for families of personnel employed by businesses located in the neighborhood. While Biddeford does have an existing rental housing stock, the units in this building will be affordable units specifically for families in the community.

The Planning Board of the City of Biddeford therefore recommends that the Request for Zone Change be affirmatively acted upon by the City Council.

The Board recommends that the real estate depicted on the Materials and plans entitled "Adams Point Housing-Biddeford, ME; (Note ***) Subdivision and Site Plan", prepared by Oak Point Associates and attached hereto as Exhibit A, be rezoned pursuant to the provisions of Article XVII, Section 3 of the Zoning Ordinance of the City of Biddeford to a zone which is labelled Contract Zone 20 (CZ-20).

CZ-20 shall provide for the following:

1. The permitted uses in the zone shall include the multifamily apartment building containing no more than 39 units of housing on the property.
2. ———The minimum lot size for each unit shall be (Note ***) 1,900 ~~1,900~~ 614 square feet. All buildings shall be located as ultimately approved by the Biddeford Planning Board as a part of its separate review under the Site Plan Review standards of the City of Biddeford Zoning Ordinance.
3. No building or structure as located and constructed shall exceed 60 feet in height or a maximum of five (§5) stories. Height shall be as defined as the vertical distance from grade to top of the highest roof beams of a flat roof, excluding any parapets for elevators, roof access, or the screening of mechanical equipment.
4. The minimum required parking in the zone shall be 0.75 parking spaces per dwelling unit.

In consideration of such Contract Zone Change the Applicant agrees to use Applicant's (or the ~~Developer's~~
Developer's) best efforts to:

1. Construct thereon a maximum of 39 units of multifamily residential housing, all in accordance with the aforesaid Plan.
2. ———It shall be a condition of this Contract Zone Change that the Applicant shall undertake significant commencement of construction within 4 years of the effective date of the Zone Change and shall complete construction within 7 years of the effective date of the Zone Change. Significant commencement of construction shall mean the installation of all infrastructure improvements and grading within the limits of the Project.

In the event Applicant shall not comply with the provisions of this paragraph, the Zone Change granted hereby shall automatically be void and the property shall revert to the zoning classification that the Property was in of the date of the Contract Zone Agreement. In the event that the zones have changed, the property shall revert to the zoning classifications of the abutting properties. In the event the abutting properties shall have more than one zoning classification, the property shall become part of the most restrictive abutting zone.

NOTES:

- 1) * 67,082 modified to 62,971.5 to reflect actual building square footage
- 2) ** Lot Acreage 1.54 changed to 1.44 to reflect actual site acreage
- 3) *** Modified from "Site Plan" to Subdivision and Site Plan
- 4) **** 1,900 modified to 1,614 square feet to reflect unit size as noted on "6.d of Exhibit A".

City of Biddeford Planning Board

June, ~~2021~~2024

By: _____
Its Chairman Duly authorized

The undersigned Applicant agrees with the City of Biddeford to be bound by the terms, conditions and provisions of this Approval, if the zone change is enacted

_____, ~~2021~~

ADAMS POINT LP

BY: ADAMS POINT GP LLC

By: _____

Guy M. Gagnon, ~~Member~~ Manager

SOUTHERN MAINE AFFORDABLE HOUSING

By: _____

Guy M. Gagnon, Executive Director